

INVITATION TO TENDER

To Whom it may concern,

An invitation is hereby extended to interested parties to tender for the provision of sanitation services for the AFRICA AEROSPACE & DEFENCE 2008 exhibition, to be held from 17 to 21 September 2008 at AFB Ysterplaat, Cape Town.

GENERAL

Under the auspices of a partnership between the Commercial Aviation Association of Southern Africa (CAASA Trust), the South African Aerospace, Maritime and Defence Industries Association (AMD), the Armaments Corporation of South Africa (Armcor), and the Department of Defence (DOD), (hereinafter referred to as the Show Owner)- a combined civil military trade exhibition will be staged at Air Force Base Ysterplaat, Cape Town, over the period 17 to 21 September 2008, both dates included.

The first three days are reserved for the trade, while the last two days will be public days.

The trade exhibition is expected to have net sales of 7 500m² indoor space and 7 500m² outdoor space (static park).

On the 2 public days, the SAAF will present an air display which will attract an estimated 100 000 over the period. On the 3 trade days, an estimated 12 000 trade visitors are expected.

Yours Sincerely,

LS Hamilton

Executive Committee Chairperson & Show Director: AAD'08



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17 - 21 September, Air Force Base Ysterplaat, Cape Town, South Africa

PO Box 9369, Centurion, 0046 . info@aadexpo.co.za . www.aadexpo.co.za

Tel: +27 12 420 1539 . Fax: +27 86 630 4285

**BATHROOM, TOILET AND SANITATION FACILITIES (TENDER NO:
AAD08/09**

AFRICA AEROSPACE & DEFENCE 2008 - AIR FORCE BASE YSTERPLAAT

DATES

BUILD-UP: 08 SEPTEMBER 2008 TO 16 SEPTEMBER 2008

**SHOW DATES: 17 TO 19 SEPTEMBER 2008 – TRADE DAYS
21 TO 22 SEPTEMBER 2008 – PUBLIC DAYS**

BREAK DOWN: 23 TO 25 SEPTEMBER 2008

Quotations are requested from interested parties for the provision of the following:
-

A. TOILET FACILTIES

The tenderer must supply the following services: -

- 20 VIP Double trailer units for the VIP chalet line.
- 130 Flushable chemical Units
- 2 Disabled Units

B. SERVICING

The tenderer must also quote on the supply of the following services: -

- All janitorial services
- Supply of consumables



QUOTATION FORM

No	Service	Price
1	150 x Flushable Chemical Units	R
2	2 x Disabled Units	R
3	20 x Double VIP trailer units	R
TOTAL		R



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TENDER CONDITIONS:

All tenders will be handled and evaluated in accordance with the following conditions:

1. Tenders are to remain valid for a period of 30 working days after the closing date.
2. The closing date of the tenders will be 12:00 on 30 April 2008.
3. Submission of Tenders

Each tender (5 x copies) should be submitted in a separate and sealed envelope, with the **NAME** and **ADDRESS OF THE TENDERER, THE TENDER NUMBER AND THE CLOSING DATE** distinctly printed thereupon.

The tender must be directed to :

AFRICA AEROSPACE AND DEFENCE 2008
THE TENDER EVALUATION COMMITTEE
PO BOX 9369
CENTURION
0046
SOUTH AFRICA

And be posted to reach the destination not later than the time of the closing, or is to be placed in the tender box before the closing time at :

AAD 2008 OFFICES
CASTLE VIEW NORTH BUILDING
PRIESKA STR
ERASMUSKLOOF
PRETORIA
SOUTH AFRICA

The closing date and time of the tender is :

30 April 2008 At 12H00

4. Tender for the supply of the services described in the attached documents are invited in accordance with the provisions of the General Conditions of the Contract attached hereto and marked Annexure "A" as well as any special conditions contained in these documents.



5. Tenderers are considered to have properly examined this invitation and to have satisfied themselves as to the correctness and sufficiency of their tenders and their prices.
6. For the right to be appointed as the preferred and AAD-accredited supplier for Tenders numbered AAD08-02 (AAD Exhibition Service Provider) and AAD08-03 (On-site Freight Handling) the successful tenderer will be required to tender to pay to the Show Owner a concession fee, 50% to be paid 30 days before the commencement of the event and the remaining 50% within 30 days after the conclusion of the event. This fee must be dealt with fully in the tender. In return for the concession fee the successful tenderer will be entitled to the following:
 - AAD Accredited preferred supplier
 - Supplier to the AAD Organisers
 - Exclusive right to set up office and storage facilities at AFB Ysterplaat
 - Listing in the Exhibitors' Manual and on the AAD Website
 - Sole on-site supplier of listed services
7. Tenders must include the expected remuneration for the services offered. All prices must be quoted in South African currency and must include Value Added Tax (VAT). The rate of VAT must be stated.
8. Tenders containing erasures or alterations, and tenders, in which prices are not clearly and legibly stated, may, at the sole discretion of the Executive Committee, be excluded from consideration.
9. The tenderer undertakes that it will comply with all laws and regulations relating to events, exhibitions and the like, including, and not limited to, the Occupational Health and Safety Act, Disaster Management Act, Fire Regulations, Emergency procedures, etc.
10. The tenderer must provide to the satisfaction of the Show Owner proof of sufficient Public Liability Insurance commensurate with the service to be provided.
11. The Show Owners reserve the right to seek clarification from any and all Tenderers during the evaluation process.
12. All tenders will be handled in strict confidence.
13. The issuing of this invitation to tender does not in any way bind the Show Owner to enter into an agreement with the tenderer nor to create



any reasonable expectation on the side of the tenderor. The Show Owner will not be accountable for any costs incurred by the Tenderer.

14. Notices are not sent to unsuccessful tenderers.
15. A bidders briefing will be held on 09 May 2007 at 11:00 at Air Force Base Ysterplaat in Cape Town, and all bidders are required to attend in order to qualify for the tender.

14. CRITICAL CRITERIA

14.1 Attending the mandatory bidder's briefing at 11:30 on 16 April 2008 at AFB Ysterplaat, Cape Town;

14.2 Ability to meet the final delivery date;

14.3 Compliance with the full scope of work;

14.4 Does the tenderer have a branch office in Cape Town, and if not, how will the project be managed?

14.5 Submission of tenderer's Broad Based Black Economic Empowerment details;

14.6 Submission of sufficient information to prove the tenderer's competency, knowledge base and expertise regarding capabilities to perform the required task.

15. AWARDING OF TENDERS

The following points apply:

Price:	35
Critical criteria:	45
Broad Based Black Economic Empowerment Score:	<u>20</u>
TOTAL:	<u>100</u>



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GENERAL CONDITIONS OF CONTRACT**1. TENDERER'S PROPOSAL**

- 1.1. The Tenderer's proposal must demonstrate clearly and convincingly that he has a thorough understanding of the requirements, obligations and associated risks. Proposals must also demonstrate that the Tenderer is able, willing and competent to devote the resources necessary to meet those requirements, and has valid and practical solutions to satisfy them.
- 1.2. Any assumptions made by the Tenderer in the preparation of the proposal shall be clearly identified in his response.
- 1.3. Tenderer's proposals shall be signed by an officer of the Tenderer who is duly authorised to both commit such necessary resources and to bind the Tenderer to a contract. (The relevant company resolution to be attached)
- 1.4. Tenderers should note that further information/documentation may be required after current bid phase and prior to awarding the contract.
- 1.5. The Tenderer's proposal shall serve as an offer to execute his obligations on the terms and conditions contained in this contract and annexures which contract shall become effective on date of acceptance of Tenderer's proposal by the Executive Committee.

2. ALL TENDERERS SHALL COMPLY WITH THE FOLLOWING:

- 2.1. The Tenderer shall confirm acceptance of, and compliance with, the terms and conditions herein specified on a condition-by-condition basis, and also to undertake to accept changes to the aforesaid terms and conditions in the event that such amended terms are imposed.
- 2.2. The pages of the tender are numbered from one, and the final page bears the word "and last". The Tenderer should check numbers on the pages and no liability arising from claims owing to the omission or duplication of pages will be recognised by Africa Aerospace & Defence 2008. The appendices mentioned in these pages form part of the tender.
- 2.3. All Tenderers shall:
 - 2.3.1. Insert their name at the top of each price schedule form used (a rubber stamp may be used);
 - 2.3.2. Insert the information in the spaces provided in the price schedules by writing or typing on the solid lines only (additional information should be contained in a separate annexure);
 - 2.3.3. If they wish to make more than one tender, they should apply for additional copies of the offer document or photocopy one or more pages, and they must not retype or redraft any of the forms used;
 - 2.3.4. Indicate the prices in the units shown;
 - 2.3.5. Indicate whether the services offered comply with the specified requirements, and furnish particulars of deviations if this is not so;
 - 2.3.6. Complete all appendices.



3. COMPLIANCE WITH LAWS AND REGULATIONS

- 3.1. The tenderer undertakes that it will comply with all laws and regulations relating to events, exhibitions and the like, including, and not limited to, the Occupational Health and Safety Act, Disaster Management Act, Fire Regulations, Emergency procedures, Defence Act, etc.

4. TAX CLEARANCE CERTIFICATE

- 4.1. Every offeror is required to submit an original and valid Tax Clearance Certificate by closing date and time of an offer and upon invoicing should the tenderer be successful. Payment of any invoice will be deferred until said clearance certificate is presented.

5. ACCEPTANCE OF TENDER

- 5.1. The acceptance of any tender will be at the absolute discretion of the Executive Committee of the Show Owner.
- 5.2. The Show Owner is not obliged to accept the lowest tender
- 5.3. No correspondence will be entered into with unsuccessful tenders and the Show Owner is not obliged to furnish reasons for the non-acceptance of any tender.
- 5.4. The Show Owner reserves the right to accept part of the Tenderer's tender unless the Tenderer specifically excludes such an option.

6. PRICE AND PAYMENT

- 6.1. Tendered prices are to be inclusive of all costs of complying with the conditions of Tender and associated with carrying out all matters and doing all things necessary for the due and proper performance and completion of the proposed Contract.
- 6.2. Prices quoted must be fixed. An allowance for unforeseen costs can be agreed upon with the successful contractor.
- 6.3. The allowance agreed upon in respect of unforeseen costs will not exceed 1% (one percent) of the contract price.
- 6.4. Any claim for payment by the contractors in respect of undisclosed cost will be accompanied by an invoice. Payment will only be made upon receipt of such an invoice and documentary proof of such cost incurred, and payments will be within the sole discretion of Africa Aerospace & Defence 2008. Claims in respect of undisclosed costs will be limited to costs incurred due to no default of the Contractor.

7. ADVANCES AGAINST THE CONTRACT PRICE

- 7.1. No payments in advance of performance of work will be made.

8. FORCE MAJEURE

- 8.1. A party is not liable for a failure to perform any of its obligations in so far as it proves:
- 8.1.1. That the failure is due to an impediment beyond its control.
- 8.1.2. That it could not reasonably be expected to have taken the impediment and its effects upon the Party's ability to perform into account at the time of the conclusion of the contract; and
- 8.1.3. That it could not reasonably have avoided or overcome the impediment or at least its effects.



- 8.2. An impediment in sub-clause 8.1 may result from events such as the following, this enumeration not being exhaustive:
- 8.2.1. War, whether declared or not, civil war, civil violence, riots and revolutions, acts of piracy, acts of sabotage;
 - 8.2.2. Natural disasters such as violent storms, cyclones, earthquakes, tidal waves, floods, destruction by lightning;
 - 8.2.3. Explosions, fires, destruction of machines, of factories and of any kind of installation;
 - 8.2.4. Boycotts, strikes and lockouts of all kinds, go-slows, occupation of factories and premises, and work stoppages;
 - 8.2.5. Acts of authority, whether lawful or unlawful, apart from acts for which the Party seeking relief has assumed the risk by virtue or any other provisions of this Agreement; and apart from the matters mentioned in sub clause 8.3 infra.
- 8.3. For the purpose of sub clause 8.1 supra “impediment” does not include lack of authorisation of licenses or permits or approvals necessary for the performance of the contract and to be issued by the appropriate public authority.
- 8.4. If the delivery of supplies or the rendering of the service is likely to be delayed on account of any of the aforesaid reasons, full particulars of the circumstances must be notified forthwith, in writing, to the Executive Committee of Africa Aerospace & Defence 2008 and at the same time by the contractor must state when extension of the delivery period is desired by him. The Show Owner however reserves the right to appoint another contractor that is in a position to provide the service, should any of the above impediments only affect the tenderer.

9. CO-OPERATION WITH SHOW OWNER AND OTHER SERVICE PROVIDERS

- 9.1. The Tenderer, through a designated official, shall serve on the Operational Committee and attend all the meetings as scheduled.
- 9.2. The Tenderer shall be responsible for the liaison with the other service providers appointed by the Executive Committee.

10. BREACH

- 10.1. Due to the fact that time is of the essence in regard to the performance by the Tenderer of his obligations in terms of the agreement the following terms will apply in the event of any breach of this agreement.
- 10.1.1. The Show Owner shall be entitled, notwithstanding anything elsewhere provided and without prejudice to any rights he may have, to cancel the agreement immediately after the Tenderer failed to rectify any breach of this agreement after having received 24 hours notice to rectify such breach of this agreement.
- 10.1.1.1. Such notice shall be in writing and can be sent to the fax number contained in the information schedule.
 - 10.1.1.2. After cancellation of the agreement the Show Owner shall be entitled to, without any tender procedure to appoint another contractor to perform the Tenderer’s obligations in terms of this agreement.



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10.1.1.1.3. The Tenderer shall be liable for any additional costs incurred should such an alternative contractor be employed.

10.1.1.1.4. The Tenderer also authorises the Show Owner to deduct any such amount from any amount that may be owing to the tenderer.

10.1.1.1.5. In the event of the agreement being cancelled the Tenderer shall immediately vacate the venue and shall not remove any fixtures, fittings and equipment brought into the venue in the execution of his obligations in terms of this agreement.

10.1.1.1.6. The Tenderer will however still be entitled to invoice the Show Owner for the work actually done and/or materials supplied provided these can still be used by the Show Owner in the context of the Show.

11. WRONGFUL USE OF OR INTERFERENCE WITH PROPERTY

11.1. The Tenderer, his respective servants or agents shall not wrongfully use or interfere with the buildings, ways, temporary work appliances, equipment or other property at the venue or be guilty of any breach of infringement of any Act of Parliament or by law. The Tenderer accepts that he is vicariously liable for the actions of his set servants or agents.

12. CESSION

12.1. The Tenderer may not cede or assign any of his rights or obligations hereunder without prior written consent of the Show Owner.

13. JURISDICTION

13.1. The Tenderer hereby consents to the jurisdiction of the Magistrates court having jurisdiction over the tenderer in respect of all legal proceedings concerning this agreement.

14. WARRANTY

14.1. The Tenderer unconditionally warrants the correctness of all information contained in this proposal.

14.2. The Tenderer unconditionally gives to and in favour of the Show Owner warranties set out in this agreement. Each such warranty is: -

14.2.1. a separate warranty and is in no way limited or restricted by inference from the terms of the warranty;

14.2.2. continues and remains in force notwithstanding the completion of any or all the transactions contemplated in this agreement;

14.2.3. is deemed to be material and to be a material representation inducing the Executive Committee to enter into this agreement.



15. DOMICILIUM CITANDI ET EXECUTANDI

The chosen domicilium citandi et executandi is as follows:

SHOW OWNER

THE CHAIRPERSON
THE EXECUTIVE COMMITTEE
AFRICA AEROSPACE & DEFENCE 2008
CASTLE VIEW NORTH BUILDING
PRIESKA STREET, ERASMUSKLOOF
PRETORIA

TENDERER

AS PER THE INFORMATION SCHEDULE
ANNEXED HERETO.



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DECLARATION

I/We hereby offer to supply the services described in the attached documents on the terms and conditions and in accordance with the specifications stipulated therein, and also in accordance with the conditions set out in the general conditions of contract (and I/We acknowledge that I/We am/are acquainted therewith) at the price and on the terms of execution inserted by me/us.

I/We agree :

1. That this tender shall remain binding on me/us and open for acceptance for the period stipulated above.
2. That if my/our tender is accepted, the acceptance will be communicated to me/us by letter or order through the post, and such acceptance shall continue to contract between me/us and Africa Aerospace & Defence, subject to the terms and conditions the stipulated in Annexure A, the contents which I/we acknowledge ourselves to be acquainted with.

I/We choose as domicilium citandi et executandi in the Republic :

(no post box or private bag)

IN BLOCK LETTERS ON BEHALF OF :

Complete registered name of offeror	
Postal Address	



Telephone No	
Facsimile No	
Date	

AUTHORISATION AND SURETY

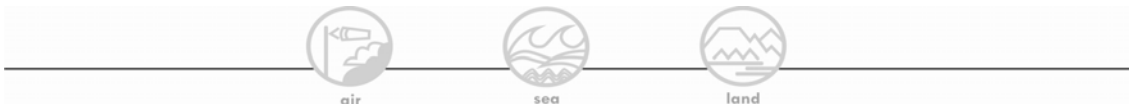
I, _____(name and address) herewith warrants my full authorisation to execute this document for and on behalf of the Tenderer and bind myself as surety in favour of the Show Owner for and on behalf of the Tenderer in respect of the due performance by the Tenderer of its obligations towards the Show Owner in terms of this agreement and for any damages incurred by the Show Owner due to any breach of this agreement by the Tenderer.

Signed on this _____ day of _____ 200 ____.

Company: _____

Signature: _____

Print Name: _____



		TENDER NUMBER	:	
		CLOSING AT 15:00 ON	:	31 MAY 2007
VALIDITY PERIOD :	30 DAYS	NAME OF OFFEROR	:	

DETAILS OF TENDERER

1. Name:	
2. Physical Address :	
3. Postal Address :	
4. Tel :	()
5. Fax :	(.....)
6. E-mail address :	
7. Company/Closed Corporation Registration :	
8. VAT Registration :	
9. Bankers :	
10. Auditors :	
11. Names, nationality and identification/passport numbers of directors/owners/members :	
12. Name and designation of Chief Executive Officer :	
13. Name, designation and contact number(s) of Tender Contact Person :	
14. Experience of Tenderer in : a. Exhibitions in general b. Aviation/Aerospace exhibitions c. Defence exhibitions	



d. Other exhibitions being organised during June – December 2008	
e. Previous AAD Exhibitions	
15. Other experience of Tenderer:	
16. Number of permanent staff employed: (Specify racial and gender breakdown)	
17. Exhibition experience and professional qualifications of Tenderer's permanent staff involved:	
18. Broad Based Black Economic Empowerment Score (see the dti Generic Scorecard)	
19. Gross turnover of company :	
20. Professional memberships:	



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