



lilliput

treatment technologies international cc.

REG. NO: 2002/027316/23

PATENT NO: 2013/06598

E-MAIL HEADER

TO: PHAHLANA HUNADI QUANTITY SURVEYORS	
ATT: TAWANDA CHIGOVA	E-MAIL: tawa.tarchi@gmail.com
FROM: Andy Kweyama	REF: LILLIPUT®/AK/ak
PAGE: 1 of 8	Wednesday, 12 June 2019
Tel: 015-6336535 Fax:	Cell: 0765530634 24/06/15 11/06/19

FOR THE DESK OF: TAWANDA CHIGOVA

Dear Tawanda

**MAGWEDZE CLINIC - WASTE MANAGEMENT PROPOSALS
DISCUSSION DOCUMENT ONLY**

SBC12000 BT CL

We thank you very much for the above enquiry and have pleasure in re-submitting the following preliminary waste management proposals for your perusal and application:

SITE CONFIRMATIONS – ASSUMPTIONS - LOGISTICS

- 1. Confirming your instruction to submit on the basis of no more than 9.2 kilolitres of domestic sewage effluent that would be generated during any 24 hour period.**
- 2. Lilliput® is to be supplied on a without predigestion and balancing basis i.e. you may elect to effect a three (3) chambered underground concrete septic tank at the proposed plant site – see drawings attached hereto.**
- 3. All kitchen waste to pass through properly engineered grease traps.**
- 4. All bulk catering kitchen waste to pass through properly engineered grease, oil and fat traps.**
- 5. All non-domestic waste streams to be kept out of the sewerage lines.**
- 6. Influent characteristics will not exceed those on which Lilliput® technologies derived their design criteria nor will biocidal inhibitors enter the system.**
- 7. You may need to effect an inlet works.**
- 8. Final discharge methodology will be determined.**

"IF IT DOES NOT SAY LILLIPUT® IT IS NOT A LILLIPUT®"

Andy Kweyama

Box 1413 Hillcrest 3650

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E-Mail: sales@lilliputsa.com Web Page: <http://www.lilliputsa.com> or <http://www.lilliput.za.net>

MEMBER: WATER INSTITUTE OF SOUTHERN AFRICA – NO. 22408

MEMBER: SMALL WASTEWATER TREATMENT WORKS SUPPLIERS ASSOCIATION (SEWPACKSA)

9. A 220 v all weather power point will be available at the proposed Plant site as will a high pressure water supply e.g. fire hydrant.
10. All prerequisite site works i.e. reticulation, surface bed, insurance soakaway, etc. will be in situ prior to plant delivery and installation.

PLANT SELECTION

In terms of supplied information, the following Lilliput® Domestic Sewage Effluent Treatment Plant has been selected as fit for purpose and duty:

TO THE SUPPLY ONLY OF **ONE ONLY** SBC12000
EXCLUDING PREDIGESTION & BALANCING, BUT TO
INCLUDE BIO-REACTOR, CLARIFIER & DISINFECTION **R 175 000**

LILLIPUT SBC12000 FOR MAGWEDZE CLINIC

COMPONENT	PLANT SIZE	SELLING PRICE	QTY	TANK SIZES
	SBC12000			
BIOTOWER		R 100,000.00	1	5000L
PREDIGESTION		R 0	0	CLIENT TO SUPPLY
BALANCING		R 0	0	CLIENT TO SUPPLY
CLARIFIER		R 35,000.00	1	1.5D
DISINFECTON		R 22,000.00	2	260L
PLANT COST		R 157,000.00		
TOP VORTEX		R 10,000.00	1	
TOP 1		R 8,000.00	1	
		R 175,000.00		
DELIVERY AND INSTALLATION		R 44,000.00		
TOTAL EXCL VAT		R 219,000.00		
VAT		R 32,850.00		
TOTAL INCL VAT		R 251,850.00		
BLOWER			1	HP200
ESTIMATED DELIVERY TIME			6	WEEKS

TO THE DELIVERY, INSTALLATION AND COMMISSIONING OF THE ABOVE **R 44 000**

Lilliput® battery limits are submersible pump in client's third chamber and submersible pump out of disinfection.

Prices hold good for 30 days, are subject applicable duties and taxation and the Lilliput® normal terms and conditions – as attached.

Andy Kweyama
 (Unsigned due to electronic transmission)
 For Lilliput Treatment Technologies International cc T/A Lilliput®
 Cell: 079 796 1764

**SBC12000 FOR 9.2 KILOLITRE PER DAY DUTY WITHOUT:
PREDIGESTION & BALANCING, BUT TO INCLUDE BIO-REACTOR,
CLARIFIER & DISINFECTION**

SCOPE OF SUPPLY

<i>ITEM</i>	<i>QNTY</i>	<i>DESCRIPTION OF GOODS</i>	<i>PRICE</i>
1	0	Predigestion tanks: Predigestion tanks of 5 kl capacity and associated pipework	Excluded
2	0	Balancing tank: Storage tank of 5 kl capacity.	Excluded
3	1	Aeration tank: Aerated reaction tank of 5 kl capacity with air sparges, effluent distributor and associated pipework.	Included
	1 m ³	AWW® biological filter media.	Included
	1	Air blowers	Included
4	1	Humus tank: Tank, stilling chamber and launder 1.5 m D	Included
5	2	Disinfection: Disinfection tank of 260 lt	Included
	1	Chlorine applicator	Included
		Our battery limits are submersible pumps in predigestion and submersible pumps in disinfection tank	
		Delivery terms: To Site Delivery period: Six weeks following order and deposits Installation and commissioning including all associated travel and labour costs for both plant and Lilliput® personnel. Site assistance and messing to be a client cost.	R 44 000
		This budget quote is valid for 30 days, includes supply only and is subject to the financial terms of Lilliput®. – copy attached	R 175 000
		ESTIMATED GRAND TOTAL EXCL. VAT	R 219 000
		ESTIMATED GRAND TOTAL INCL. VAT	R 251 850

N.B. Certain pre-requisite site works are needed for installation of the Lilliput® unit, these being **outside** of our scope of supply:

PREREQUISITE SITE WORKS - BY OTHERS

- Construction of a level **STEPPED** concrete surface bed as per the section and plan drawing following choice of option.
- Construction of an inlet works as per engineer's specification if necessary.
- Construction of a 12 cubic metre "insurance" soakaway for times of power outages or pump failure.
- A 220 v all weather power point will be available at the proposed Plant site as will a high pressure water supply e.g. fire hydrant.
- Effect a three (3) chambered concrete underground septic tank with invert junctions, configured as per attached sketches. Compartment capacities to be **six (6) kilolitres each**. This septic tank to be immediately adjacent to concrete surface bed.
- Install submersible pumps (supplied by Lilliput®) in compartment three (3) of underground three chambered concrete septic tank, complete with one (1) x 50 mm rising main to concrete surface bed.
- Return one (1) x 50 mm gravity line from surface bed to third chamber terminating in an invert junction.

Please note the following with regard to the septic tank configuration.

1. Baffle walls (sludge barriers) to reach to top of tank.
2. Invert junctions to be made of 110mm diameter PVC pipe and fitted to all incoming and outgoing pipes in all compartments.
3. Upper leg of invert junctions to reach approximately 150mm above top of incoming effluent pipe.
4. Lower leg of invert junctions to reach to 50% of effluent depth exactly.
5. Rope eyes to be supplied, adjacent to manhole, inside 3rd chamber.
6. Allowance to be made for cable access through top of 3rd chamber.
7. Access manholes to ground level to be provided over all three compartments.

STANDARD ADDENDUM TO ALL PROPOSALS - CONDITIONS FOR INFLUENT CHARACTERISTICS AND INTERNAL ORDER FORM

While Lilliput® carry endorsements for the technologies with the South African Departments of Water Affairs and Forestry (DWAF), Health, and Environmental Affairs and Tourism, Agriculture and Land Affairs and a 1999 SABS Design Excellence Award in Engineering, implementation of the Lilliput® System may require a DWA registration and the sanction of your Local Authority.

The process is designed to treat the following typical influent in order to meet the General Limit Values of General Authorisation. It is essential that the influent parameters be adhered to and that biocides or any other inhibiting compounds be precluded from entering the system:

PARAMETER	INCOMING DESIGN VALUES	DWA GENERAL LIMIT
pH	5 – 8	5.5-9.5
Conductivity (mS/m)		70 – 150 mS/m
Chemical Oxygen Demand COD (mg/l)	500	75
Oxygen Absorbed OA (mg/l)	50	-
Suspended Solids SS (mg/l)	275	25
Alkalinity As CaCO ₃ (mg/l)	220	-
o-Phosphate PO ₄ -P (mg/l)	10	10
Ammonia NH ₃ -N (mg/l)	30	6
Nitrate NO ₃ -N (mg/l)	<0.5	15
Oil and Grease (mg/l)	5 – 10	-

We understand that Lilliput® may call for a chemical analysis of our effluent prior to and post installation, such to be at our cost (budget estimate ± R 2 000). We have been advised of the Lilliput® standard terms and conditions and accept such – copy attached. Fully apprised of all written and verbal submissions, we hereby reduce our order to writing:

MODEL: SBC12000 BT CL FOR 9.2 KL/D DUTY
 CLIENT: PHAHLANA HUNADI QUANTITY SURVEYORS
 ADDRESS: LIMPOPO

LILLIPUT® DEPOSIT: 50%
 ATTORNEYS DEPOSIT: 50%

CLIENT ORDER NO:

AUTHORISED
 SIGNATORY:

SIGNATURE: _____ DATED:

LILLIPUT TREATMENT TECHNOLOGIES INTERNATIONAL CC				THORNHILL & COMPANY (ATTORNEYS)	
BANK:	STANDARD	OR	NEDBANK	BANK:	STANDARD
BRANCH:	HILLCREST		BUSINESS	BRANCH:	HILLCREST
	KWA-ZULU-NATAL		KWA-ZULU-NATAL		KWA-ZULU-NATAL
BRANCH CODE:	04-57-26		164-826	BRANCH CODE:	04-57-26
ACC. NO:	052022293		1648 126405	ACC. NO:	052020312

**LILLIPUT TREATMENT TECHNOLOGIES INTERNATIONAL CC
(LILLIPUT®)
TERMS AND CONDITIONS OF CONTRACT AND DEED OF SURETYSHIP**

1. GENERAL

- (a) *These terms and conditions over-ride and supersede all other conditions and are without prejudice to any security and/or guarantees which LILLIPUT® holds.*
- (b) *This contract constitutes the entire contract between the parties and no addition to, amendment of nor consensual cancellation shall be of any force or effect unless reduced to writing and signed by an authorised representative of LILLIPUT®. The client further acknowledges that LILLIPUT® is not bound by any representations or warranties of whatsoever nature, whether express, tacit or implied by law or otherwise unless specifically contained herein or reduced to writing and signed by an authorised representative of LILLIPUT®.*
- (c) *To the extent that there is any conflict between these terms and a written agreement between LILLIPUT® and the client in respect of a particular transaction, the terms of that agreement will prevail.*

2. PAYMENT

- (a) *The contract price shall be paid by the client without any deduction or set-off concurrently with the LILLIPUT® internal order form and the official client order.*
- (b) *The 50% deposit direct to LILLIPUT®.*
- (c) *The 50% balance to be paid to attorneys Thornhill & Company, to be held by the said attorneys in trust on behalf of LILLIPUT® and to be paid by them to LILLIPUT® on receipt of written notice by LILLIPUT® (in its sole discretion) of factory completion of the plant(s).*
- (d) *If the contract price or any portion thereof is not paid on due date then LILLIPUT® shall be entitled, without prejudice to any other rights which it may have, to cancel this agreement and recover possession of the goods.*
- (e) *If any amount owed by the client to LILLIPUT® is not paid on due date then, without prejudice to any other rights which LILLIPUT® may have, LILLIPUT® may immediately suspend the carrying out of any of its then uncompleted obligations until payment in full is made.*

3. PRICE

Unless another price has been agreed upon between the parties, all goods are sold and all work is done at LILLIPUTS® usual charges.

4. RISK AND OWNERSHIP

- (a) *The risk in and to the goods shall pass to the client on delivery or collection of the goods.*
- (b) *Notwithstanding delivery of any goods to the client, ownership shall not pass until LILLIPUT® has received payment in full for the goods and services.*

5. WARRANTY, EXCLUSION AND LIMITATION OF LIABILITY AND INDEMNITY

- (a) *LILLIPUT® warrants the plant against defective materials and workmanship for a period of one year from the date of factory completion, subject to the following conditions:*
 - 1. *That the purchase price and installation fee (if applicable) and all other sums due to LILLIPUT® have been paid in full.*
 - 2. *That the plant has been correctly installed in accordance with the LILLIPUT® installation protocols.*
 - 3. *That the plant has been correctly commissioned in accordance with LILLIPUT® commissioning protocols.*
 - 4. *That only LILLIPUT® authorised personnel may work on the plant during the warranty period.*
 - 5. *That the warranty specifically excludes any damage caused by the client or client's representative or beyond the control of LILLIPUT®.*
 - 6. *Mechanical and electrical components will not be covered in the event of lightening or power surge damage*
- (b) *LILLIPUT® warrants the process for the lifetime of the plant provided that the biological and hydraulic influent characteristics, as embodied in the standard addendum and the operation and maintenance protocols, have been strictly adhered to and that no biocides or other inhibiting compounds have been allowed to enter the system .*
- (c) *No claims against LILLIPUT® arising from the sale of goods and/or any work done shall be capable of being enforced and LILLIPUT® shall not be liable in respect of*

such claims unless written notice setting forth the nature of the claim and the amount claimed has been delivered to LILLIPUT® within fourteen days of LILLIPUTS® invoice.

- (d) LILLIPUTS® liability to the client shall in any event and under all circumstances be limited to the costs of remedying any defective workmanship, repairing any defective goods or replacing any defective goods not capable of repair. It is acknowledged that the client shall be obliged to pay for any labour and travel costs associated with the remedying, repairing or replacing of defective workmanship or goods.
- (e) LILLIPUT® shall under no circumstances whatsoever be liable for any loss of profit or any damages of whatsoever nature, direct or indirect, consequential or otherwise, suffered by the client or any other person or entity, whether or not caused by the negligence of LILLIPUT®, its agents or employees, LILLIPUTS® liability at all times being limited to that as set out in paragraph (b) above and the client hereby indemnifies LILLIPUT® against all and any such liability.
- (f) Insofar as any of LILLIPUTS® obligations under the contract are carried out by any of its servants, agents, sub-contractors, associates or subsidiaries, the provisions of this clause are stipulated for their benefit as well as LILLIPUTS® and each of them shall be exempted and indemnified accordingly.

6. CANCELLATION

- (a) LILLIPUT® may cancel the contract or any uncompleted part thereof if the client commits a breach of any of the terms of the contract;
or, being a sole proprietor dies or is provisionally or finally sequestered or surrenders or makes application for the surrender of his estate;
or, being a partnership, the partnership is terminated;
or, being a company, close corporation or trust, is placed under a provisional or final order of liquidation or judicial management;
or, has a judgment recorded against it which remains unsatisfied for seven days;
or, compromises or attempts to compromise generally with any of the client's creditors.
- (b) No relaxation which LILLIPUT® may have permitted in regard to the carrying out of the client's obligations shall prejudice or be regarded as a waiver of LILLIPUTS® rights to enforce those obligations.
- (c) Upon the cancellation of the contract for any reason whatsoever all amounts then owing by the client to LILLIPUT® shall become due and payable forthwith and LILLIPUT® shall be entitled to re-take possession of the goods delivered.

7. JURISDICTION AND LEGAL COSTS

- (a) LILLIPUT® shall be entitled but not obliged to institute any proceedings against the client arising from the contract in any magistrate's court having jurisdiction in respect of the client notwithstanding the fact that the claim or value of the matter in dispute may exceed the jurisdiction of the magistrate's court.
- (b) The client agrees to be liable for the payment of all legal costs, including costs on the attorney and client scale, collection commission and tracing agents' costs incurred by LILLIPUT® should LILLIPUT® instruct its attorneys arising from the client's failure to comply with any of its obligations in terms hereof.
- (c) A certificate signed by any member of LILLIPUT® showing the amount due and owing by the customer to LILLIPUT® at any given time shall be prima facie proof of the facts therein stated for the purpose of all legal proceedings against the client and it shall not be necessary for such member to prove his or her capacity.

8. DOMICILIUM

- (a) The client nominates its physical business address as its domicilium citandi et executandi for the service upon it of all notices and processes by LILLIPUT®.
- (b) No waiver, no extension of time or any other relaxation or indulgence granted by LILLIPUT® to the customer shall operate as or be deemed to be a waiver by LILLIPUT® of any of its rights under this contract or a novation of any of the terms and conditions of this contract.

9. CLIENT'S WARRANTY AND UNDERTAKING

- (a) The client hereby warrants that, save as is disclosed to LILLIPUT® in writing, its directors/members/partners/proprietor/trustees have never been declared insolvent or associated with any failed business and that none of its assets are in any way encumbered and that its debtors are neither ceded nor factored. The client undertakes to notify LILLIPUT® in writing of any changes in its ownership, name and/or address or any other changes which may affect the granting of credit facilities by LILLIPUT® to the client.
- (b) The client hereby warrants and undertakes in favour of LILLIPUT® to ensure that the site is entirely ready and prepared for delivery of the goods and installation thereof (if

applicable). The client agrees and accepts that LILLIPUT® may at its sole and absolute discretion charge a transport fee equal to double the usual transport fee and recover all other labour and wasted costs in the event of delivery being made to a site which is not ready for delivery and / or installation of the goods. Such additional transport, labour and other wasted costs shall become due, owing and payable upon the furnishing of an invoice to this effect by LILLIPUT® to the client.

- (c) The client hereby warrants that prerequisite site works in progress at the time of delivery does not constitute site preparedness and any costs associated with consequential delays shall be deemed wasted and thus claimable.
- (d) The client hereby warrants that it has thoroughly investigated and complied with all/any applicable legal requirements, local authority directives and guidelines, as well as all service provider's directives and guidelines directly or indirectly relating to the installation and operation of the goods. Any costs associated with consequential delays attributable to a breach of the aforesaid warranty shall be deemed wasted and thus claimable. The client expressly indemnifies and holds Lilliput harmless against any claim of any nature arising from the Client's breach of the aforesaid warranty which may be brought by any affected party whomsoever.

10. LAW APPLICATION

This contract is governed by the laws of the Republic of South Africa.

11. SURETYSHIP

By our signatures hereto we hereby irrevocably bind ourselves jointly and severally as sureties for and co-principal debtors in solidum with the client for the performance of all of the client's obligations and the payment of all amounts owing by the client to LILLIPUT® and we nominate the client's physical business address as our domicilium citandi et executandi for the service upon us of all notices and processes by LILLIPUT®.

NAME IN FULL

CAPACITY IN WHICH SIGNING

SIGNATURE

DATE