

WRITTEN PRICE QUOTATION REQUEST

PROFESSIONAL SERVICES



National Department of Health

DETAILS

CONTRACT NO	DOH 487-2025/2026. Bid validity: 60 Calendar Days
BRIEFING SESSION	N/A
CLOSING TIME & DATE	21 November 2025 at 11:00am
SERVICE REQUIRED	The Registration and Licensing of Boreholes and Sewer Treatment Plants at Makonde, Magwedzha, Mulenzhe and Thengwe Clinics.
DESCRIPTION OF WORKS	The appointment of a service provider to conduct the registration and licensing of Boreholes and Sewer Treatment Plants at Makonde, Magwedzha, Mulenzhe and Thengwe Clinics.
SUBMISSION ADDRESS	Email to: Purchasing@health.gov.za

DETAILS OF THE SERVICE PROVIDER

COMPANY NAME	
PROFESSIONAL REG NUMBER	Provide your professional registration number here
CONTACT PERSON	
E-MAIL ADDRESS	
TELEPHONE NUMBER	
CELLPHONE NUMBER	

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Dear Supplier,

You are kindly requested to submit a quotation in accordance with the attached specification.

As per the standard procurement process, the following **MANDATORY REQUIREMENTS AND DOCUMENTATION** must be adhered to and submitted with your quotation:

1. Tax Compliance Status PIN issued by SARS.
2. Completed and signed SBD 4 and SBD 6.1 forms (attached).
3. The quotation must:
 - Reflect the National Department of Health quotation reference number (starting with DoH487-2025/2026).
 - Be in the letterhead of the company.
 - Clearly state its validity period.
 - Signed at the bottom.
4. Supplier must submit the Central Supplier Database (CSD report).

NB: Failure to comply with any of the above mandatory requirements will result in disqualification.

CLAIMING PREFERENCE POINTS (HDI, WOMEN, DISABILITY)

To claim preference points in terms of the Preferential Procurement Regulations 2022, the following conditions apply:

- **SBD 6.1 must be fully completed** to claim preference points for:
 - Historically Disadvantaged Individuals (HDI) – persons who had no franchise in national elections before the 1983 and 1993 Constitution
 - Women ownership
 - Persons with disabilities

[NB: For disability claims, supporting documentation must include a valid medical certificate or doctor's note confirming the condition]
- Where ownership is held **under a trust or other shareholding arrangement**, the following must be submitted:
 - A **shareholding certificate** clearly indicating the ownership structure (number of shares held by each member or director of the company)
 - **Copies of ID documents** for all beneficiaries or shareholders

NB: Failure to complete SBD 6.1 and to provide relevant supporting documents for any claimed preference points will result in zero points allocated under that category. The quotation will be evaluated based on price only.

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B-BBEE DOCUMENTATION (NON-MANDATORY)

All suppliers are **required to submit valid B-BBEE documentation** as part of their quotation, in line with the requirements of the Broad-Based Black Economic Empowerment Act, No. 53 of 2003. This documentation is required for compliance and reporting purposes. Acceptable B-BBEE documents include:

- A **Sworn Affidavit** (for EMEs and 51%+ black-owned QSEs), or
- A **SANAS-accredited B-BBEE Certificate** (for Generic Enterprises and applicable QSEs)

SUBMISSION INSTRUCTION

All quotations and supporting documentation **MUST** be submitted via email to:
purchasing@health.gov.za

NB: Submissions sent to any other email address, including the sender's personal email, will not be accepted and may be disqualified without further notice.

SUBMISSION DUE DATE AND TIME: 21 November 2025 @11:00am via email
purchasing@health.gov.za

NB: Late submissions will not be considered.

APPLICABILITY OF THE GENERAL CONDITION OF CONTRACT (GCC)

The appointment of the successful service provider will be subject to the General Conditions of Contract (GCC) for government procurement, as issued by National Treasury. All bidders are deemed to have read and understood these conditions. By submitting a quotation, suppliers acknowledge that the GCC will form part of the contract between themselves and the Department of Health.

The GCC is available on the National Treasury website and may be provided on request.

For any queries or clarifications, please respond directly to the sender of this RFQ using the email address from which you received it.

Kind Regards

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1 PURPOSE

- 1.1 The Limpopo Department of Health (LDoH), as the operator of Magwedzha, Makonde, Thengwe and Mulenzhe Clinics, is required to ensure all boreholes and sewage treatment plants (STPs) are registered and licensed with the Department of Water and Sanitation (DWS), in line with the National Water Act (Act 36 of 1998), National Environmental Management Act (Act 107 of 1998), and related regulations.
- 1.2 This RFQ seeks to appoint a suitably qualified Environmental Specialist to:
- 1.2.1 Assess existing boreholes and sewage treatment plants (STPs) at the four (4) clinics.
- 1.2.2 Prepare and submit registration/licensing applications to DWS per site and services (if applicable).
- 1.2.3 Obtain registration/licensing certificates in the name of the Limpopo Department of Health (LDoH).

Key Information	
Goods/Service Required:	Professional Services
Location of Service Required:	Makonde Clinic (Thohoyandou)
	Magwedzha Clinic (Thohoyandou)
	Mulenzhe Clinic (Thohoyandou)
	Thengwe Clinic (Thohoyandou)

2 RETURNABLE

Mandatory returnable

No.	Deliverable	Attached (Yes/No)
1	Written Price Quotation Request (The entire submission including the NDoH's request)	
2	Priced Schedule (Annexure A)	
3	Professional Registration Certificate - (Attach to Annexure B)	
8	Signed CV & Qualifications of Key Personnel (Annexure B)	

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No.	Deliverable	Attached (Yes/No)
	Bidder company to illustrate proven experience in borehole licensing, water use authorizations, and environmental compliance for sewerage/wastewater projects in South Africa. Bidder to submit a company profile and reference letter(s) of projects they have completed.	

Administrative Returnable

No.	Deliverable	Attached (Yes/No)
11	Company Registration Documents (Annexure C)	
12	Provide a Tax Compliant Status Pin issued by the South African Revenue Service	
13	Bidder to submit Central Supplier Database (Annexure C) The Bidder is required to be registered on the Central Supplier Database (CSD) prior to submitting the Bid.	
14	Standard Bidding Documents (SBD 4, and 6.1) (Annexure D) (provide relevant supporting documents for any claimed preference points on SBD6.1)	
15	Addendums - if issued by the NDoH (Annexure F)	

3 LOCALITY OF THE CLINICS

3.1 The project entails the registration and licensing of boreholes and sewage treatment plants (STPs) at four (4) primary healthcare facilities. These sites have been identified to enhance water and sanitation services at the facilities. The table below outlines the clinic names, general location descriptions, and exact geographic coordinates (longitude and latitude) for each site.

Clinic Name	Local Description	Longitude (°E)	Latitude (°S)
Makonde Clinic	Makonde Village, Vhembe District, Limpopo	30.568	-22.807
Magwedzha Clinic	Magwedzha Township, Vhembe District	30.560	-22.959

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Thengwe Clinic	Thengwe Village, Vhembe District	30.554	-22.720
Mulhenze Clinic	Mulhenze Village, Vhembe District	30.573	-23.004

3.1.1 The driving distance covering all four (4) clinics is approximately 75.5 km (± 1 hr 58 min travel time) under normal road conditions.

4 SCOPE OF WORK

4.1 The Environmental Specialist will be expected to provide the following services:

4.1.1 Boreholes

4.1.1.1 Identify, verify and document boreholes at each clinic.

4.1.1.2 Register boreholes with DWS on behalf of LDoH.

4.1.1.3 Ensure classification and licensing is secured.

4.1.2 Sewage Treatment Plants (STPs)

4.1.2.1 Verify existing installations against design and operational requirements.

4.1.2.2 Prepare and submit licensing applications for Sewage Treatment Plants (STPs) to DWS.

4.1.2.3 Establish a monitoring programme (effluent sampling, laboratory testing, flow metering, chlorine dosing compliance) and issue it to the LDoH.

4.1.3 Stakeholder Engagement

4.1.3.1 Liaise with LDoH, NDoH, DWS and LEDET for approvals.

4.1.3.2 Provide technical support during oversight reviews and audits.

5 DELIVERABLES

5.1 Registration/licensing applications submitted.

5.2 Copies of registration/licensing certificates issued by DWS (in the name of LDoH).

5.3 Registration/licensing applications approved.

5.4 Compliance monitoring framework and operational guidelines.

5.5 Final close-out report.

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6 QUALIFICATIONS, EXPERIENCE AND REQUIREMENTS:

6.1 Qualification

6.1.1 The Environmental Specialist must hold a relevant tertiary qualification at NQF Level 7 or higher.

6.1.2 Minimum of 5 years post registration experience

6.1.3 Bidder to illustrate proven and relevant exposure to environmental management and legal compliance by submitting a CV and relevant registration documents.

6.2 Other

6.2.1 Must submit through a company

6.2.2 Participants shall submit one CV of their nominated personnel.

7 QUOTATIONS AND QUOTE RECEIPT

7.1 In order to be eligible for consideration, the Service Provider is required to submit the mandatory documents along with a quote that fully aligns with the specifications and conditions stated in this RFQ. The quote must be signed by an authorized representative who has the authority to enter into contractual agreements on behalf of the Service Provider. The quote should be submitted to purchasing@health.gov.za before the specified closing date and time. Please note that RFQs submitted after the designated closing date and time will not be taken into consideration.

8 ACCEPTANCE OF QUOTATION CONTENT

8.1 The contents of this quotation, along with its attachments and any written agreements mutually accepted by all parties, will become binding contractual obligations should a contract be established. It is important for the successful vendor to acknowledge and accept these obligations, as failure to do so may lead to the cancellation of the proposed agreement.

9 INDEMNIFICATION

9.1 The supplier shall provide indemnification and hold harmless the NDoH (National Department of Health), its agents, and employees against any claims, damages, losses, and expenses, including attorney's fees, arising from the performance of the contracted work.

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9.2 This indemnity encompasses all labour, materials, and equipment necessary for fulfilling the service outlined in the contract. It applies to claims, damages, losses, or expenses that meet the following criteria: 1) involve injury to or destruction of tangible property (excluding the work itself), including loss of use resulting from such damage; and 2) are caused, in whole or in part, by any negligent act or omission of the supplier, its sub-suppliers, individuals directly or indirectly employed by them, or anyone whose actions could potentially hold them liable. Regardless of whether the liability arises in part due to the actions of the indemnified party, the supplier assumes complete responsibility and liability for complying with all applicable local and state legislation and regulations concerning the supplier and its employees.

10 PRICING INSTRUCTIONS

10.1 All disbursement claims shall be supported by proof of expenditure and will be treated as costs incurred from Polokwane.

10.2 Suppliers are requested to provide pricing for all required items under Annexure A.

11 GENERAL CONDITIONS

11.1 The National Treasury General Conditions of Contract shall be applicable.

11.2 The supplier is required to adhere to all rules and regulations established by the receiving property regarding security, building use, and the conduct of the supplier's employees on the site premises.

11.3 The NDoH will not provide any upfront deposits or advance payments.

11.4 The NDoH will make payments under the following conditions:

11.4.1 When all ordered goods and services are received in good and acceptable condition.

11.4.2 When the received goods and services have been checked and verified to match the ordered quantities.

11.4.3 When all relevant documentation is submitted.

11.4.4 When the delivery is signed off by NDoH.

11.5 The NDoH will make payment for work done.

11.6 The following standard bidding documents and other bid requirements must be submitted:

11.6.1 SBD 4, which is the declaration of interest form.

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11.6.2 SBD 6.1, the Preference Points Claim Form, in accordance with the Preferential Procurement Regulations 2022.

12 EVALUATION CRITERIA

12.1 The NDoH will evaluate the quotation in two (2) phases covering compliance and price.

12.2 PHASE 1: MANDATORY REQUIREMENT

12.2.1 Failure to meet this requirement will result in immediate disqualification.

#	Mandatory Requirements	Attached (Yes/No)
1	The Environmental Specialist must hold a relevant tertiary qualification at NQF Level 7 or higher. (bidder to attach qualification)	
2	The Environmental Specialist shall be professionally registered with the South African Council for Natural Scientific Professions (SACNASP) or an equivalent statutory body and shall provide expert services to ensure compliance with South African environmental and water legislation. (bidder to attach professional registration)	
4	Detailed Signed Curriculum Vitae (CV) of the Environmental Specialist personnel, with 5 Years post professional registration experience. CV to highlight relevant experience in borehole registration, water use licensing, and sewer/wastewater treatment compliance. (CV to be signed by the owner of the CV. Failure to sign CVs will result in disqualification)	
5	Bidder company to illustrate proven experience in borehole licensing, water use authorizations, and environmental compliance for sewerage/wastewater projects in South Africa. Bidder to submit a company profile and reference letter(s) of projects they have completed.	

12.2.1 **ADMINISTRATIVE DOCUMENTATION** - Central Supplier Database Report/Number, SBD 4, SBD 6.1

12.3 **PHASE 2: PRICE AND SPECIFIC GOALS** - The 80/20 preference point system for acquiring goods or services with a Rand value equal to or below R50 million will be used in this quote.

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12.3.1 The following formula will be used to calculate the points out of 80 for price in respect of an invitation for a tender with a Rand value equal to or below R50 million, inclusive of all applicable taxes:

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where-

P_s = Points scored for the price of tender under consideration;
 P_t = Price of tender under consideration; and
 $P_{\min}$ = Price of lowest acceptable tender.

12.3.2 A maximum of 20 points may be awarded to a tenderer for the specific goal specified for the tender.

12.3.3 The points scored for the specific goal must be added to the points scored for the price, and the total must be rounded off to the nearest two decimal places.

12.3.4 Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.

Table 1: Specific goals for the quote and points claimed are indicated per the table below. *Note to Service Providers: The service provider must indicate how they claim points for each preference point system.)*

The specific goals allocated points in terms of this quote	Number of points allocated (80/20 system) (To be completed by the organ of state)	Percentage ownership equity (To be completed by the service provider)	Number of points claimed (80/20 system) (To be completed by the service provider)
HDI	10		
Women	8		
People with Disabilities	2		

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The following formula must be applied to calculate the number of points for equity ownership by an HDI:

$$NEP = NOP \times \frac{EP}{100}$$

WhNEP= Points awarded for equity ownership by an HDI

NOP= The maximum number of points awarded for equity ownership by an HDI

13 ANNEXURES

13.1 ANNEXURE A: PRICING SCHEDULE

13.2 ANNEXURE B: ATTACHED PROFESSIONAL REGISTRATION CERTIFICATE AND CV

13.3 ANNEXURE C: ATTACH COMPANY DOCUMENTS, A VALID TAX CLEARANCE CERTIFICATE/ TAX COMPLIANCE STATUS PIN, CENTRAL SUPPLIER DATABASE NUMBER.

13.4 ANNEXURE D: ATTACH ALL COMPLETE AND SIGNED REQUIRED STANDARD BIDDING DOCUMENTS (SBD 4, AND 6.1)

13.5 ANNEXURE E: AVAILABLE DATA FOR THE RFQ (FURTHER DATA WILL BE SHARED AFTER APPOINTMENT)

13.6 ANNEXURE F: ATTACH ANY ADDENDUMS ISSUED BY THE NDoH ACKNOWLEDGED AS SIGNED AND RECEIVED

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ANNEXURE A: PRICING SCHEDULE

Item No.	Description of Work	Unit	Qty	Rate (ZAR)	Amount (ZAR)
1.Site Assessments & Verification	Conduct physical site visits and technical assessments of boreholes and sewer treatment plants at four (4) clinics (Magwedzha, Makonde, Thengwe, Mulenzhe). Includes documenting boreholes, STP installations, soakaway systems, and verifying operational status.	Per Clinic	1		
2.Stakeholder Engagement & Liaison	Meetings, correspondence, and consultations with DWS, LEDET, NDoH, LDoH, and local authorities to obtain required approvals and ensure compliance.	Hourly Rate	40		
3.Preparation of Registration Applications	Compilation of documentation and submission of borehole registration applications to DWS.	Per borehole/site	5		
4.Preparation of Licensing Applications	Compilation of documentation and submission of STP registration and licensing applications to DWS.	Per STP/site	4		
5.Environmental Compliance Monitoring Framework	Develop and hand over a monitoring framework per clinic, including effluent sampling schedule, laboratory testing protocols, flow metering requirements, and chlorine dosing standards.	Per Clinic	4		
6.Final Close-out Report	Comprehensive final report including evidence of registrations/licenses issued, monitoring framework, and recommendations for sustainable compliance.	Lump Sum	1		
7.Disbursements	Travel, accommodation, printing, testing fees, and any statutory application fees to DWS.	Provisional Sum	1	R 170 000.00	R 170 000.00
8.				SUBTOTAL	

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Item No.	Description of Work	Unit	Qty	Rate (ZAR)	Amount (ZAR)
9.					VAT
10.					TOTAL

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ANNEXURE B: ATTACHED PROFESSIONAL REGISTRATION CERTIFICATE AND CV

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**ANNEXURE C: ATTACH COMPANY DOCUMENTS, A VALID TAX COMPLIANCE STATUS PIN, CENTRAL
SUPPLIER DATABASE NUMBER**

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**ANNEXURE D: ATTACH ALL COMPLETE AND SIGNED REQUIRED STANDARD BIDDING
DOCUMENTS (SBD 4, AND 6.1)**

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ANNEXURE E: AVAILABLE DATA FOR THE RFQ (FURTHER DATA WILL BE SHARED AFTER APPOINTMENT)

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ANNEXURE F: ATTACH ANY ADDENDUMS ISSUED BY THE NDoH

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

I, _____ the _____ undersigned,
 (name)..... in
 submitting the accompanying bid, do hereby make the following
 statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	
Signature	Date
.....	
Position	Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.
- 1.7 The company must submit ID copies of Directors and or shareholders with their bid document or quotation to substantiate points claimed. The share certificate reflecting the number of shares held by each member or director of the company to qualify for the points claimed must be submitted. In case of a claiming points for disability the company must submit a registered Doctor noted or document as evidence of the disability.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

80/20 or 90/10

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \end{array}$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
HDI	10		
Women	8		
People with Disabilities	2		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary

proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

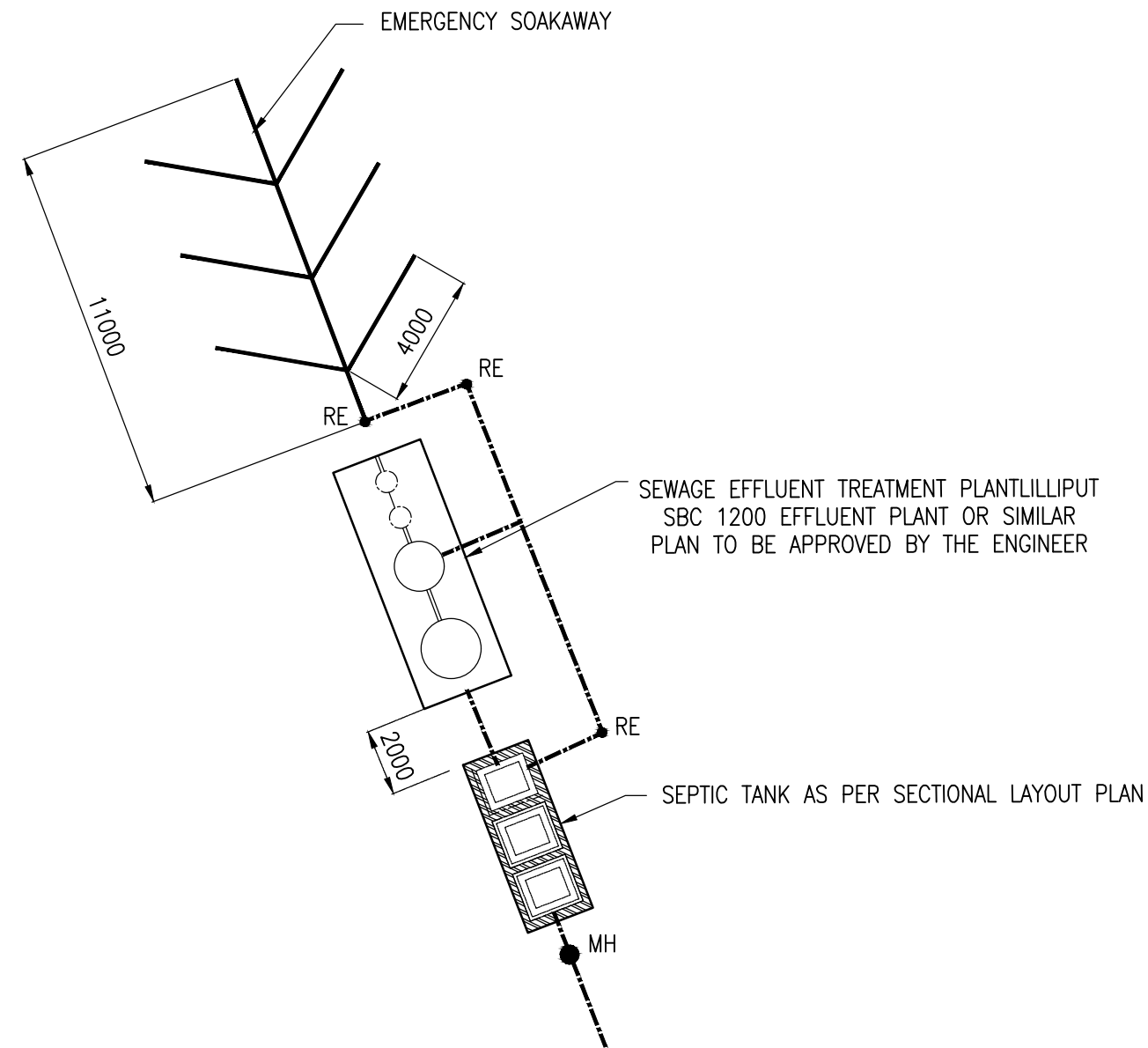
DATE:

ADDRESS:

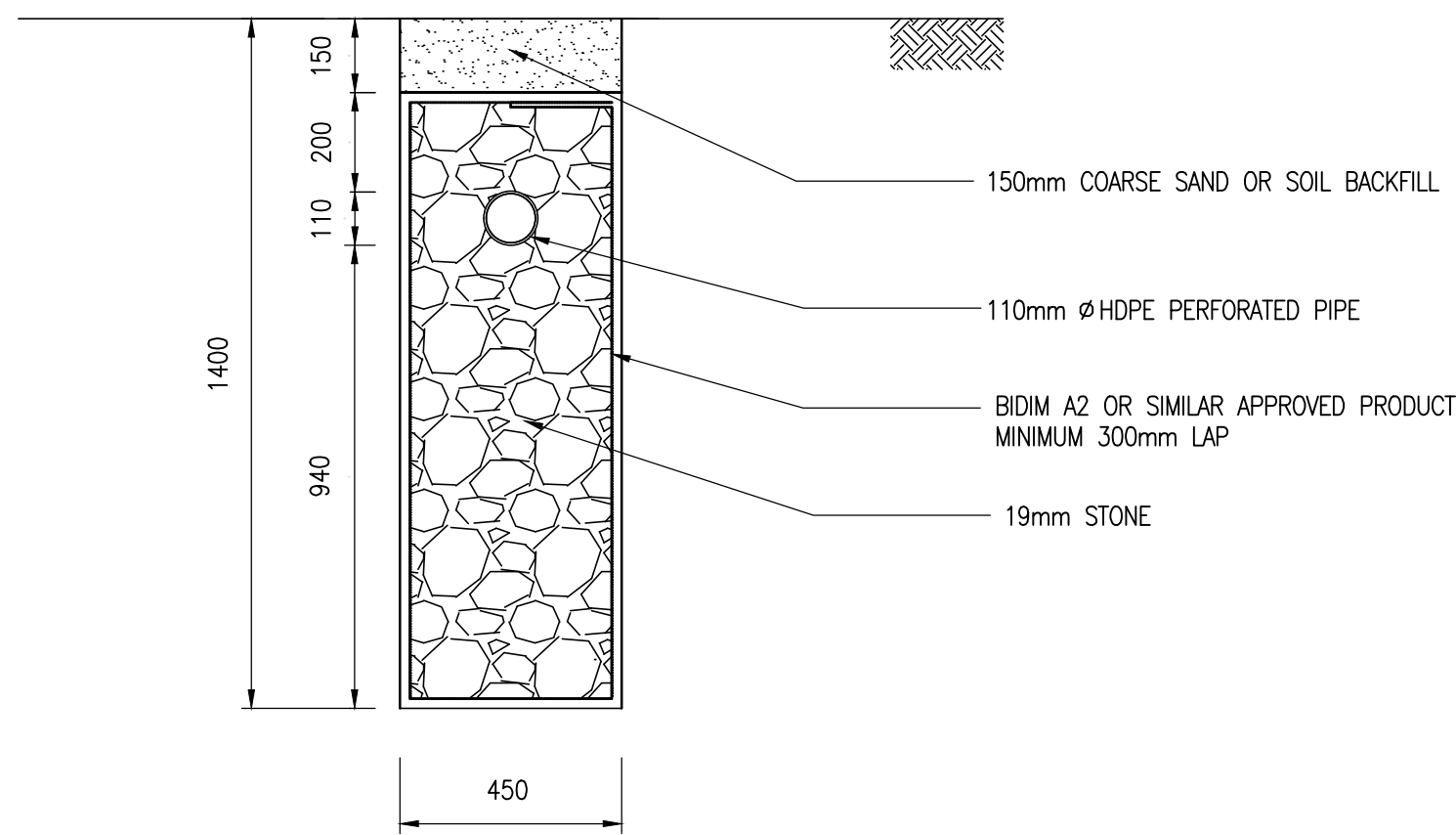
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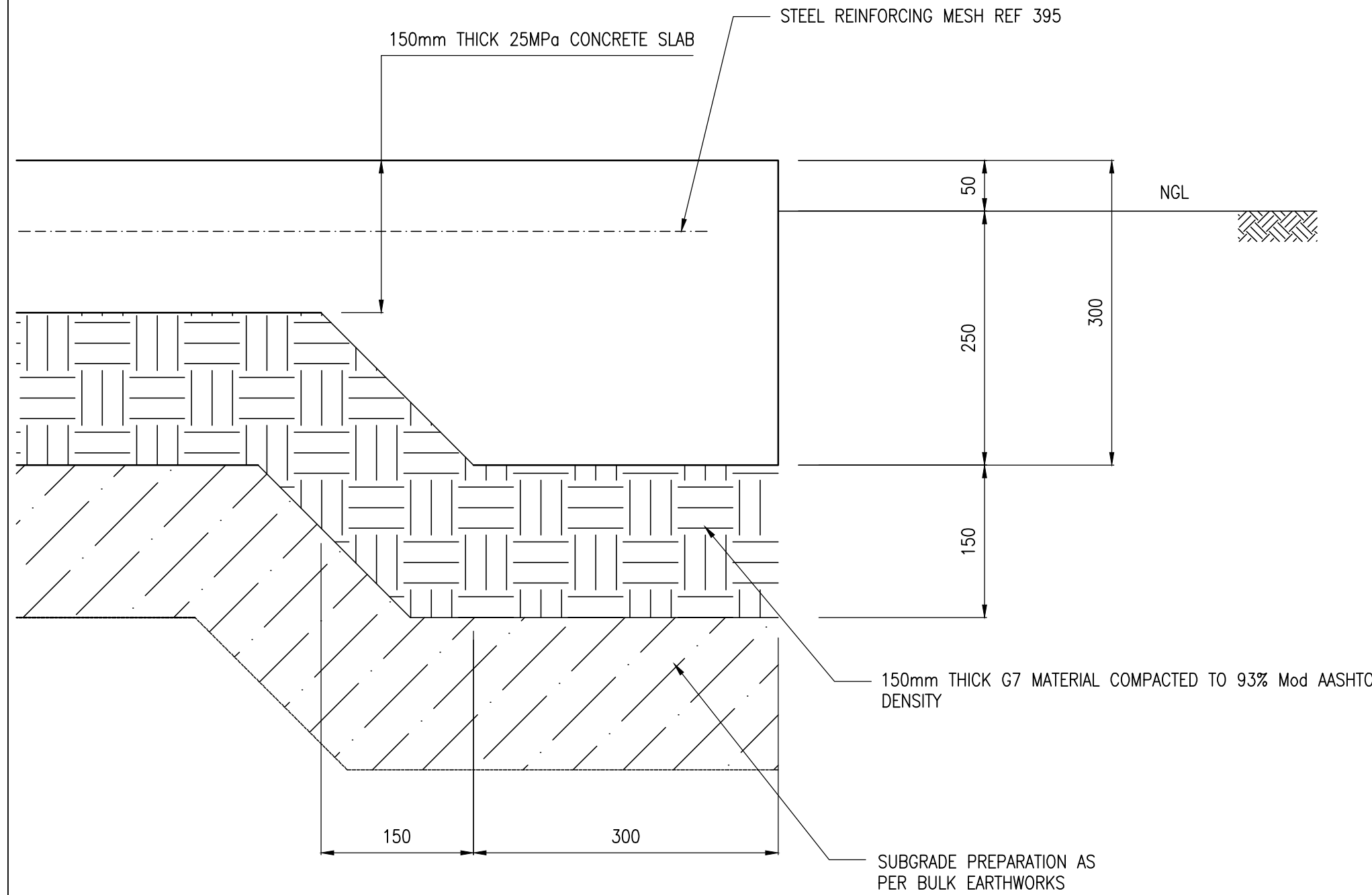
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LAYOUT PLAN OF CONNECTION TO SEPTIC TANK AND TREATMENT PLANT
SCALE 1:200



CROSS SECTION OF SOAK AWAY
SCALE 1:15



DETAIL 1
SCALE 1:5

DISCLAIMER:
"SHOULD THESE DRAWINGS AND PROJECT SPECIFICATIONS BE USED OR RELIED UPON FOR ANY OTHER PURPOSE OTHER THAN WHAT THEY WERE INTENDED FOR ON THIS SPECIFIC SITE, WITHOUT MOTT MACDONALD'S PRIOR KNOWLEDGE AND WRITTEN CONSENT, THEN THE USER SHALL INDEMNIFY THE COPYRIGHT HOLDER AGAINST ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, FINES AND/ OR PENALTIES (EITHER IN CONTRACT OR DELICT) INSTITUTED BY THE USER OR ANY OTHER PARTY AS RESULT OF THEIR RE-USE OF OR RELIANCE ON THESE DRAWINGS AND PROJECT SPECIFICATIONS".

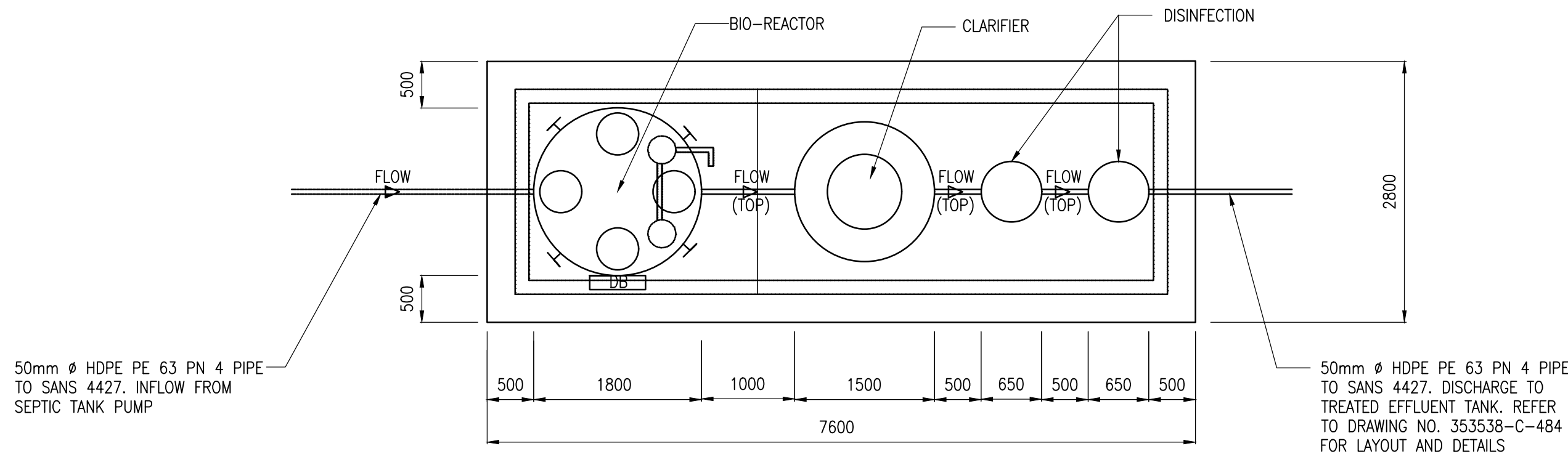
NOTES

CIVIL SPECIFICATIONS

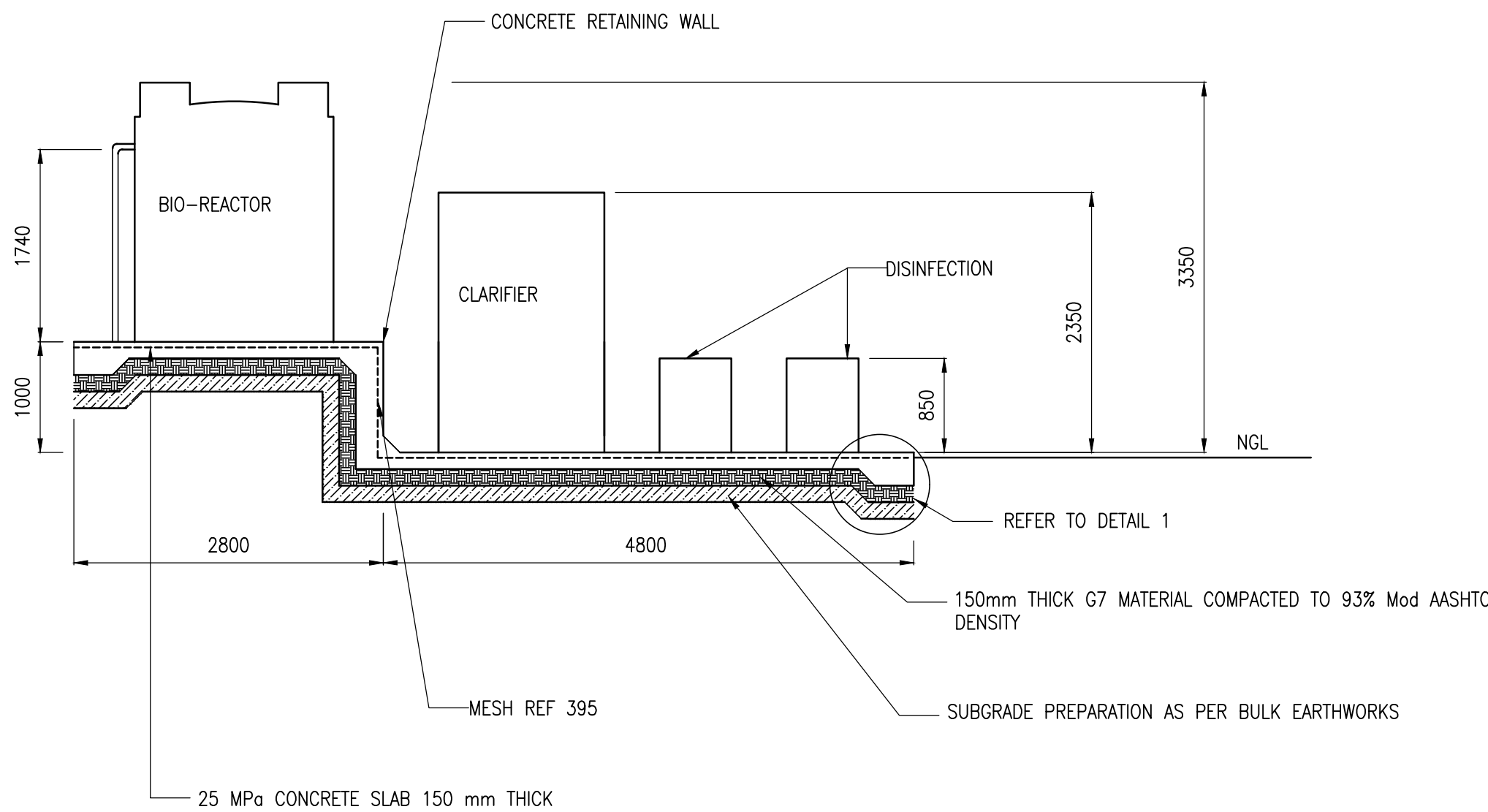
- ALL WORK SHALL BE CARRIED OUT IN ACCORDANCE WITH THE RELEVANT PROJECT SPECIFICATIONS, READ IN CONJUNCTION WITH SANS 1200 STANDARD SPECIFICATIONS
- BACKFILLING AND BEDDING SHALL BE TESTED IN ACCORDANCE WITH THE REQUIREMENTS OF SANS 1200 DB & 1200 LB
- SEWER MAINS SHALL BE TESTED IN ACCORDANCE WITH THE REQUIREMENTS OF SANS 1200 LB
- SOCKETS OF PIPES SHALL BE ACCOMMODATED WITHIN THE SELECTED GRANULAR BEDDING MATERIAL
- ALL PVCU PIPES TO BE BE HEAVY DUTY CLASS 34 TO SANS 791
- ALL HDPE PIPES TO BE MANUFACTURED TO THE SANS 4427 SPECIFICATION AND MUST CARRY THE SANS MARK/STAMP

ELECTRICAL SPECIFICATIONS

- MAXIMUM POWER CONSUMPTION: 1.8 KWH
- AVERAGE POWER CONSUMPTION: 0.6 KWH
- ALL ELECTRICAL WORK SHALL COMPLY WITH STATUTORY LEGISLATION, AND SHALL BE INSTALLED AND APPROVED BY SUITABLY QUALIFIED PERSONNEL
- A 220 V ALL-WEATHER POWER-POINT SHALL BE MADE AVAILABLE AT THE PROPOSED PLANT SITE



LAYOUT PLAN OF EFFLUENT TREATMENT PLANT
SCALE 1:50



TYPICAL SECTION THROUGH EFFLUENT TREATMENT PLANT
SCALE 1:50

REV	DATE	DRAWN	CHECKED	DESCRIPTION
0	17/11/2017	PC	RB	ISSUED FOR CONSTRUCTION



CONSULTANT
Mott MacDonald
25 Scott Street
Waverley 2090
P.O.Box 7707
Johannesburg 2000
South Africa
T : 27 11 052 1000
W : www.mottmac.com

PROJECT
DEPARTMENT OF HEALTH
MAGWEDZA CLINIC

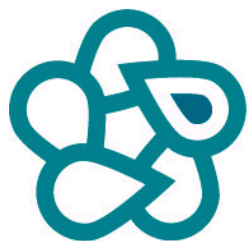
DRAWING
LAYOUT AND DETAILS OF
SEWAGE TREATMENT PLANT
SHEET 1 OF 2
FOR CONSTRUCTION

DESIGNED	RB	16/11/15
DRAWN	PC	16/11/15
CHECKED	SZ	16/11/15
APPROVED	RB	16/11/15

PROJECT NO.	DISCIPL.	DRG. NUMBER	SHEET	SHEET SIZE	REVISION
353538	C	444	C	A1	0

CLIENT DRAWING NO. FILE NAME AND LOCATION NO. (AUTOCAD 2007)

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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

Tel: 031-7834276 Cell: 079 796 1764 Fax: 031-7834074

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 lightning 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