

RFQ2027-RFQ-001

**ROOF PAINTING USING RUBBER PAINT AT NGAGANE WATER TREATMENT WORKS
EMPLOYEE HOUSES**

1. Introduction

It is the intention of uThukela Water to request quotations from suitable suppliers for the supply and painting of the roof using rubber paint at Ngagane Water Treatment works employee accommodation/ houses.

2. Background

The Ngagane Water Purification Plant is situated approximately 11km's from Newcastle KZN. Raw water is purified at the Ngagane Plant, which is then pumped to different reservoirs, employees servicing this plant are accommodated in the houses owned by the entity. These houses require upkeep and maintenance in several areas however this RFQ is focusing on the roof.

3. Requirements: Supply, and paint the roof at Ngagane Water Treatment Works Houses using Duram Rubber flex (12-year Guarantee) OR Equivalent

No.	Description	Quantity (m2)
1.	Rubber roof painting for the Ngagane hostel block/ single quarters, and 4 married quarters	1290

SCOPE OF SUPPLY:

Notes:

- Quotation is to include: The supply and painting of the rubber paint, and all works relating to health and safety specifications

4. Preference points system and specific goals

Bids will be adjudicated in terms of the Preferential Procurement Regulations, 2022 pertaining to Preferential Procurement Policy Framework Act, 5/2000 and other application legislations. Preference points will be awarded to service providers using Specific Goals claimed on MBD 6.1 (points will be not be allocated for unclaimed points)

The municipal Entity reserves a right to accept all, some or none of the bids submitted, either wholly or in part and is not obliged to accept the lowest bid.

5. Compulsory Site Clarification meeting

Date: 17 June 2026

Place: Ngagane Water Purification Plant

Time : 10:00

Failure to attend the site clarification meeting will disqualify the service provider

6. Contacts

SCM queries: Linda Mcambi at Linda.Mcambi@uthukelawater.co.za

Technical queries: Mr. I. Makhanya : Innocent.Makhanya@uthukelawater.co.za or Mrs. N. Zondi : Nomvuselelo.Mzila@uthukelawater.co.za

7. Closing Day: 22 June 2026 @ 12: 00

8. Submission of the quotation

Quotes in plain sealed envelope, endorsed RFQ number email to quotes@uthukelawater.co.za before 12:00 noon

NB : THE EMAIL SUBJECT MUST BE A RFQ Number

G. Important information

Service providers are required to complete the following forms below failure to do so will renders the submission invalid.

MBD4

MBD 6

MBD9

**The MDB forms are part of this RFQ, please see below
CSD Summary report and BBBEE Certificate must be submitted.**

10. Health and Safety Specification/requirement

UThukela Water (Pty) Ltd (hereinafter cited as the Client), regards the Supplier (hereinafter referred to as the Contractor) to be awarded the contract to supply, deliver and apply roof rubber paint for the employees living quarters at the Ngagane Water Treatment Works, as an employer in their own capacity, thus the following which is by no means an exhaustive list shall apply, and be complied with during the time when activities are carried out at the premises, and on behalf, of the Client in this tender offer:

- (1) The Contractor shall provide and maintain a working environment that is safe and without risk to the health of its employees and any other person that may be affected by its activities;
- (2) Without derogating from the generality of the Contractor's duties as set out in 1 above, the matters to which those duties refer include, but not limited to:
 - (a) the provision and maintenance of systems of work, plant and machinery that are safe and without risks to health;
 - (b) taking such steps to eliminate or mitigate any hazard or potential hazard to the safety or health of employees, before resorting to personal protective equipment;
 - (c) making arrangements for ensuring, as far as is reasonably practicable, the safety and absence of risks to health in connection with the production, processing, use, handling, storage or transport of articles or substances;
 - (d) establishing, by means of conducting and documenting a risk assessment, what hazards to the health or safety of persons are attached to any work which is performed, any article or substance which is used, handled, stored or transported and any plant or machinery which is used while carrying out activities on behalf of the Client, and he shall, as far as is reasonably practicable, further establish what precautionary measures should be taken with respect to such work, article, substance, plant or machinery in order to protect the health and safety of

persons, and he shall provide the necessary means to apply such precautionary measures;

- (e) providing documented information, instructions, training and supervision to ensure, the health and safety at work of his employees;
 - (f) not permitting any employee to do any work or to produce, process, use, handle, store or transport any article or substance or to operate any plant or machinery, unless the precautionary measures contemplated in paragraphs (b) and (d), or any other precautionary measures which may be prescribed, have been taken;
 - (g) taking all necessary measures to ensure that the requirements of the Occupational Health and Safety Act and relevant Regulations are complied with by every person taking part in activities which are carried out on behalf of the Client;
 - (h) enforcing such measures as may be necessary in the interest of health and safety;
 - (i) ensuring that work is performed and that plant or machinery is used under the general supervision of a person trained to understand the hazards associated with it and who have the authority to ensure that precautionary measures taken by the employer are implemented; and
 - (j) Causing all employees to be informed regarding the scope of their authority as contemplated in Section 37 (1) (b) of the Occupational Health and Safety Act and their responsibilities in terms of Section 14 of the Act.
- (3) The Contractor shall appoint a competent person to be charged with the duty to develop a risk assessment for all activities which shall be implemented to ensure the safety of persons working in this project as provisioned in Regulation 10 of the Construction Regulations, GNR 84 of 7 February 2014;
- (4) Where vehicles and mobile plant are used, the Contractor shall ensure that Regulation 23 of the Construction Regulations is fully complied with;

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- (5) The Contractor shall ensure that employees are supplied with the requisite safety clothing, equipment and facilities as prescribed by Regulation 2 and 3 of the General Safety Regulations, GNR.1031 of 30 May 1986;
 - (6) The Contractor shall ensure that first aid and emergency response are readily available in the event of need as provisioned in Regulation 3 of the General Safety Regulations;
 - (7) Where hazardous chemical agents are involved, the Contractor shall ensure that Safety Data Sheets are made available on site with respect to all hazardous chemical used and to be used in terms of Regulation 14 A, and the hazardous chemical agents shall be labelled in accordance with Regulation 14 B of the Hazardous Chemical Agents, GNR 280 of 29 March 2021;
 - (8) Where sub-item 7 is applicable, the Contractor shall dispose of all empty containers, spills, and left overs of hazardous chemical agents in line with Regulation 15 of the Hazardous chemical Agents;
 - (9) The contractor shall ensure that all the employees have valid medical certificates from an Occupational Medicinal Practitioner, in the form of Annexure 3 and specific to the activities to be undertaken, as prescribed in Regulation 7(1) (g) of the Construction Regulations which shall include, but not limited to, construction work and hazardous chemical substances;
 - (10) Where activities involve work in confined spaces, the Contractor shall ensure that Regulation 5 of General Safety Regulations is fully complied with;
 - (11) The Contractor shall appoint a competent person to be charged with the duty to develop a fall protection plan which shall be implemented to ensure the safety of persons working at a fall risk position as provisioned in Regulation 10 of the Construction Regulations;
 - (12) The Contractor shall ensure that all work performed at a fall risk position is carried out safely in accordance with Regulations 6 and 13 A of the General Safety Regulations, read together with Regulation 16 of the Construction Regulations and SANS 10085;

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- (13) The Contractor shall ensure that all pressure equipment shall comply with Pressure Equipment Regulations, GNR.734 of 15 July 2009;
 - (14) The Contractor shall ensure that all flammable substances are handled, stored and used in compliance with Regulations 25 and 29 of the Construction Regulations;
 - (15) The Contractor shall practice safe housekeeping in compliance with Regulation 27 of the Construction Regulations;
 - (16) Where activities involve driven machinery, the Contractor shall ensure that Driven Machinery Regulations, GNR.540 of 24 June 2015, are fully complied with;
 - (17) Where activities involve electrical machinery, the Contractor shall ensure that Electrical Machinery Regulations, GNR.242 of 6 March 2009, are fully complied with;
 - (18) Where activities involve noise or proximities to sources of noise, the Contractor shall ensure that Noise Exposure Regulations, GNR.52226 of 6 March 2025, are fully complied with;
 - (19) The Contractor shall develop safe work procedures with due consideration of pertinent risks as identified in the risk assessment, and applicable prescriptions of the Occupational Health and Safety (OHS) Act and its Regulations;
 - (20) The Contractor shall ensure that all the employees undergo a thorough induction, training and supervision to ensure safety on all the risks associated with work and that all precautionary measures are being followed, in terms of Section 8 (2) (e) of the Occupational Health and Safety Act;
 - (21) The Contractor shall ensure that all provisions of the Construction Regulations and any other Regulation as applicable to pertinent activities, are fully complied with;

- (22) It is the responsibility of the Contractor to obtain the latest copies of applicable laws and to align activities, and comply, with every Regulation, Act or Standard applicable to the Contractor's activities, the peculiarities and nuances of which may (at the time of developing this document) not be known to the Client.

The Contractor shall ensure that all the activities are carried out with the utmost duty of care in ensuring that the environment is protected and pollution is avoided, as required by Environmental Conservation Act 73 of 1989, and National Environmental Management Act 107 of 1998;

The Contractor shall enter into a Mandatory Agreement with the Client in terms of Section 37 (2) of the Occupational Health and Safety Act, thereby accepting the responsibility as the employer in their own capacity;

The Contractor shall be registered and in good standing with the Compensation Commissioner, thus a Letter of Good Standing shall be submitted, with the returnables, to this effect; and

The Contractor shall develop and submit a file or folder to the uThukela Water (Pty) Ltd, for approval addressing how the responsibilities spelled out above will be fulfilled, which shall include the following, *inter alia*:

- Health and Safety Plan for the activities that will be conducted within the premises, and on behalf of the Client;
- Health and Safety Risk Assessment for these activities;
- Standard Operating Procedures to be used when conducting these activities;
- Emergency preparedness measures or procedures during these activities;
- Lockout Procedures to be used during, and in the proximity of, high risk activities, where applicable;
- The Permit System to be used for work involving, and within proximities to, high risk activities where applicable;
- Catering for the supervisory function, safety inspections, first aid facilities and provisions, and other responsibilities prescribed by the OHS Act;

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- **Certificates proving competency for the personnel that is appointed and will be involved in the activities conducted within the premises, and on behalf of the Client;**
 - **Induction for all the personnel to be involved in these activities;**
 - **Records of PPE issuing to the personnel who will be involved in the activities;**
 - **Records of inspections for the equipment, tools and machinery to be used in the activities, where applicable;**
 - **Medical certificates of fitness from an Occupational Practitioner; and**
 - **Certificates of Compliance, Test Reports, and Calibration records for the tools, equipment and machinery to be used in the activities, as applicable.**

UThukela Water (Pty) Ltd shall not permit the Contractor to commence with any activity until the latter has submitted the above and has satisfied the former that adequate measures have been put in place to ensure that activities will be carried out safely and in compliance with the provisions of all relevant Act(s) and Regulation(s) and without the risk to health or safety of any person and to the environment.

Name of the service provider	
Central Database number	
Company registration number	

DECLARATION OF INTREST
MBD 4

1. No bid will be accepted from persons in the service of the state
 2. Any person, having a kinship with person in the service of the state, including a blood relationship, may make an offer or offers of this invitation of bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to person connected with or related to person in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid

3.1 Full
Name _____

3.2 Identity
Number _____

3.3 Company Registration Number:

3.4 Tax Reference
Number _____

3.5 Vat Registration
Number _____

Item	Question	Yes	No
3.6	Are you presently in the service of the state?		
3.6.1	If so, furnish particulars		
3.7	Have you been in the service of the state of the past twelve months?		
3.7.1	If so, furnish particulars		
3.8	Do you, have any relationship (family, friend, other) with person in the service of the state and who may be involved with the evaluation and or adjudication of this bid?		
3.8.1	If so, furnish particulars		

3.9	Are you, aware of any relationship (family, friend, other) between a bidder and any person in the service of the state who may be involved with the evaluation and or adjudication of this bid		
3.9.1	If so, furnish particulars		
3.10	Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?		
3.10.1	If so, furnish particulars		
3.11	Are any spouse, child or parent of the company's directors, managers, principal shareholders in service of the state?		
3.11.1	If so, furnish particulars		

CERTIFICATION

I, THE UNDERSIGNED (NAME) _____
 (DIRECTOR /SHAREHOLDER MEMBER/TRUSTEE)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

 Signature

 Capacity

 Date

 Name

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

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) 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.

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;

“price” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(a) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(b) **“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

(c) **“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:

80/20

or

90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Locality : UThukela Water Jurisdiction	10	
KwaZulu Natal Province	5	
Outside KZN	0	
100 % Black owned	5	
Women	5	

MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

do hereby make the following statements that I certify to be true and complete in every respect:

I _____ certify, _____ on _____ behalf
of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - a. has been requested to submit a bid in response to this bid invitation;
 - b. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - c. provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) geographical area where product or service will be rendered (market allocation)
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a bid;

- e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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.
10. 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

³ 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

Name of the Bidder	Date	Signature
Capacity		