

REQUEST FOR EXPRESSIONS OF INTEREST

Lesotho Highlands Water Project

Contract No: **C1807**

Contract Name: **Environmental Panel of Experts (EPOEs) – Terrestrial and Riverine Ecology Expert**

A. BACKGROUND

The Lesotho Highlands Water Project (LHWP) is implemented pursuant to the Treaty between the Government of Lesotho and the Republic of South Africa. The Treaty requires both governments to take all reasonable measures to ensure that the Project is implemented and operated while protecting the existing socio-economic and biophysical environment.

The Lesotho Highlands Development Authority as the implementing authority, is responsible for ensuring that the environmental and social impacts of the Project are managed effectively. From inception, LHWP activities were recognized to have potential impacts on communities and the bio-physical environment, resulting in the implementation of mitigation programmes including the Natural Environment and Heritage (NEH) Action Plan.

Given the scale and complexity of the LHWP, independent scientific oversight is required to provide assurance that environmental risks are identified, managed, monitored and reported in accordance with Treaty obligations, national requirements and applicable environmental and social safeguard standards.

The Environmental Panel of Experts (EPOEs) provides independent oversight, monitoring, and specialist advice to LHDA on environmental and social performance. LHDA therefore seeks to engage a Terrestrial and Riverine Ecology Expert to provide specialized scientific advice and support the assessment and management of terrestrial and aquatic ecosystem risks associated with the Project.

B. PROJECT DESCRIPTION

To support sustainable environmental management of the Project, the LHDA has established Environmental Panel of Experts (EPOEs) to provide independent scientific oversight, strategic guidance, assurance on environmental and social performance. The EPOEs operate in an advisory capacity, delivering objective assessments and recommendations aligned with good international practice.

Within this framework, LHDA seeks to engage a Terrestrial and Riverine Ecology Expert as an independent EPOE member. The Expert will provide specialist ecological input and independently review adequacy, technical soundness and effectiveness of terrestrial and aquatic ecosystem management programmes and related monitoring activities within the LHWP catchments. Through sound professional judgement, the Expert will support improved implementation, early identification of environmental risks and the long-term sustainability and resilience of Project ecosystems.

Contract Duration

The appointment will be for a term of three (3) years. Any extension beyond this period will be subject to LHDA's operational requirements, satisfactory performance and the availability of funding and shall not be implied or guaranteed. Panel members will be expected to undertake up to a maximum of two (2) missions per year.

C. REQUIRED EXPERTISE

The LHDA invites interested, eligible and suitably qualified and experienced experts to serve as members of the Environmental Panel of Experts (EPOEs) in the following portfolio: **Terrestrial and Riverine Ecology Expert.**

D. SCOPE OF SERVICES

The Terrestrial and Riverine Ecology expert shall serve as an independent member of the Environmental Panel of Experts (EPOEs) and provide independent scientific review, assurance and expert advice to the LHDA on matters relating to terrestrial and riverine ecology.

The Expert shall apply independent professional judgement in assessing the adequacy, effectiveness and sustainability of the Project's ecological management approaches and shall, as appropriate provide recommendations to strengthen environmental performance and long-term ecosystem resilience.

Without limiting the detailed Terms of Reference (TORs) issued for each mission, the Expert shall:

- a) Provide independent review and expert advice on the scientific basis, effectiveness of the planning and implementation of terrestrial and riverine ecology programmes and associated monitoring approaches;
- b) Review the adequacy, scientific integrity and effectiveness of the LHDA's ecological management strategies, methodologies, monitoring frameworks, technical studies and provide independent assurance that they are consistent with recognized international best practice and support informed decision making.
- c) Assess the adequacy of LHDA's management of terrestrial and riverine ecological risks and emerging issues and recommend measures to strengthen adaptive management and long-term environmental sustainability.
- d) Review the management of ecological risks, cumulative impacts, climate-related risks, biodiversity conservation and ecosystems resilience.
- e) Review the adequacy of terrestrial and riverine ecological studies, assessments, and technical information supporting Project decision-making.
- f) Review the effectiveness of LHDA's integration of local communities, indigenous knowledge and sustainable land-use practices into ecosystems management and provide recommendations to strengthen ecological stewardship and environmental governance.

The Expert shall participate in EPOE missions and provide independent findings and recommendations on matters within the Panel's mandate.

E. EXPERT'S QUALIFICATIONS AND EXPERIENCE

The Terrestrial and Riverine Ecology Expert shall demonstrate the following minimum qualifications and experience:

- a) An advanced degree (minimum Master's degree) in River Ecology, Freshwater Ecology, Terrestrial Ecology, Aquatic Ecology, Conservation Biology, Environmental Science or a closely related discipline. A PhD will be an added advantage;
- b) At least 20 years of professional experience in terrestrial and riverine ecology with demonstrated expertise and leadership in the assessment, management, monitoring and conservation of ecosystems associated with large dams, hydropower developments or other complex water infrastructure projects;
- c) Demonstrated experience providing independent scientific review, environmental assurance or expert advisory services on major infrastructure projects including experience with ecological monitoring frameworks,
- d) Demonstrated regional or international experience, preferably including exposure to projects applying recognized international environmental and social safeguard standards.
- e) Experience working as an independent advisor, external reviewer or member of an expert panel on projects of comparable scale and complexity to the LHWP will be highly advantageous. Candidates should provide details of relevant assignments, including project name, dates, role and responsibilities.

F. INDEPENDENCE REQUIREMENTS

Applicants shall demonstrate that they:

- Are independent of contractors currently engaged on the LHWP.
- Have no actual or perceived conflict of interest.
- Can provide objective scientific advice.
- Have not undertaken work that could compromise their independence in relation to the LHWP.

G. SUBMISSION OF EXPRESSIONS OF INTEREST (EOIs)

LHDA now invites interested, eligible and suitably qualified national and international individual experts to submit Expressions of Interest for appointment as the Terrestrial and Riverine Ecology Expert on the Environmental Panel of Experts. **Contract LHDA No. 1807: Environmental Panel of Expert – Terrestrial and Riverine Ecology Expert.**

Expressions of Interest must be submitted in English and in written form to the address below (in person, by mail/courier, or by email) by the 11th September 2026 at 12H00

(Lesotho Standard Time) and should be clearly marked “**Contract LHDA No. 1807: Expression of Interest for the Environmental Panel of Expert – Terrestrial and Riverine Ecology Experts**”.

Interested consultants/ experts may also obtain further information at the address below from 09:00 to 15:00 (Lesotho Standard Time) on normal working days no later than seven (7) calendar days before the deadline.

Address for information and submission of Expressions of Interest:

Lesotho Highlands Development Authority
LHDA Tower Building (formerly Lesotho Bank Tower)
7th Floor
Kingsway Road
Maseru, Lesotho

E-mail: procurement@lhda.org.ls

H. CONTENTS OF EXPRESSION OF INTEREST (EOI) SUBMISSION

- a. **Covering Letter** indicating the nationality, legal status, and principal place of business. Covering letter shall also include acknowledgement of the Lesotho Highlands Water Project’s Anti-Corruption Policy (included as an annex hereto).
- b. **Expression of Interest Details** (Attachment 1) – Completed Expression of Interest details as per the instructions provided.
- c. **Specific Experience Details** (Attachment 2) – Completed Specific Experience details as per the instructions provided.
- d. **Applicant’s Qualifications & Experience** (Attachment 3) – Completed details of the Consultant’s CV, as per the instructions provided and the Consultant’s experience
- e. **A declaration of conflicts of interest**
- f. **Letter(s) of Good Standing/Bank Reference Letter.**
- g. **Certified copies of tax clearance certificate(s), if applicable.**

I. EVALUATION CRITERIA AND SHORTLISTING

A numerical assessment of each timely and correctly submitted EOI will be performed against the Evaluation Criteria shown in Table 1, below. Only information provided in the EOI submission will be considered in the evaluation.

Table 1: Evaluation Criteria

S/N	CRITERIA	RATING (A)	(WEIGHT/ (B)	MAXIMUM ASSESSMENT SCORE TO BE ATTAINED (TOTAL SCORE PER CRITERIA) ¹ (C= A*B)
1	QUALIFICATIONS			
	a) PhD	5	20	100
	b) Masters	4		
2	EXPERIENCE			
	a) 25 years or more	5	30	150
	b) 20 to 25 years	4		
3	EXPOSURE (INDEPENDENT ADVISOR)			
	a) International ²	5	30	150
	b) Regional ³	4		
4	WORK IN SIMILAR PROJECTS			
	a) Projects involving large dams and hydropower infrastructure development	5	20	100
	b) Large dams infrastructure development projects only	4		
	c) Other water infrastructure development projects	3		
	TOTAL			100

The Minimum technical score is at least 70% (350). Interviews will be conducted with candidates who meet the minimum technical score of 70% as part of the selection process. Following evaluation of CVs and interviews of individual consultants, the highest ranked consultant will be invited for contract negotiations and signing.

J. INELIGIBILITY

Any Expression of Interest received after the deadline will automatically be rejected even if the postmark indicates a date preceding the deadline or if the delay is due to the mail service. Any potential expert not complying with the requirements of the LHWP Anti-Corruption Policy will be rejected and/or disqualified in accordance with the provisions of the Policy.

¹ Attainable scores multiplied by Assigned scores (weights)

² International refers to countries outside the African Continent

³ Regional refers to countries within the African Continent.

K. LHWP ANTI-CORRUPTION POLICY

The LHDA is committed to the LHWP Anti-Corruption Policy. The provisions of the Policy (see Annexure 1) will be incorporated in the Contract, and all contractors and consultants shall be subject to it.

Attachment 1: PROJECT APPROACH

Attachment 1 must follow the structure below.

1. Roles

- A brief outline indicating the Expert's understanding of his/her role.

2. Project Approach / Methodology

- Description of the work to be performed by the Expert.

Attachment 2: DETAILS OF SPECIFIC EXPERIENCE

Details of specific experience must follow the structure included in Table 2 below. Use additional copies of the table as required.

Table 2: Details of Specific Experience

1. Project name and location (City/Town, Country):	
2. Project Description:	
3. Expert's responsibility on the project:	
4. Firm on whose behalf the Expert performed the work, (Expert should state whether he/she was part of a Company, an independent Consultant, in a JV, or a sub-consultant on the project:	
5. Project Owner's Name & Address and Project Owner Manager's Name & Phone Number and contactable details:	
6. Value of the services provided by the Consultant	_____
Contract Currency	_____
7. Actual/Anticipated Implementation Start Date	_____
8. Actual/Anticipated Implementation Completion Date	_____
9. Actual/Estimated Value of Project at Completion	_____
Contract Currency	_____

Attachment 3: Expert's Qualifications & Experience

Details of specific experience must follow the structure below.

Expert's Experience & CV

- Provide CV using the format below.
- The CV must include the original signature of the Expert.
- The CV must not exceed five (5) pages. Additional pages will not be considered.

Curriculum Vitae

1. Name of Expert:
2. Proposed Position: Not Applicable
3. Company/Consortium:
4. Gender:
5. Nationality/Citizenship:
6. Date of Birth:

7. Education

Name of Institution	Degree Obtained	Dates Attended
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8. Professional Registration

Name of Institution	Type of Registration	Dates Obtained
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9. Other Training

Name of Institution	Training Details	Dates Obtained
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10. Countries of Work Experience

Country	Dates (Start – End)
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11. Languages (Scale of 1-5: 1= excellent, 5 = poor)

Language	Speaking	Reading	Writing
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12. Employment Record *Starting with current position, list in reverse order every employment held by Expert since graduation, giving dates of employment, name of employing organization, positions and responsibilities held.*

Dates: start/end

Employer:

Position Held:

Location of Position:

Responsibilities:

13. Detailed Tasks Assigned *Describe all tasks to be performed under this assignment.*

14. Relevant Experience *List job functions that best illustrate individual's ability to perform the tasks assigned (include a maximum of ten projects).*

Project 1:

Dates: start/end

Locations:

Client:

Project Description:

Positions Held:

Activities Performed:

Project 2:

Dates: start/end

Locations:

Client:

Project Description:

Positions Held:

Activities Performed:

Project 3:

Dates: start/end

Locations:

Client:

Project Description:

Positions Held:

Activities Performed:

Certification

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience.

Furthermore, I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Finally, I hereby confirm my availability to commence work on this project, from _____ 2026.

Name of Candidate

Candidate's Signature

Date

ANNEXURE 1 - LHWP ANTI-CORRUPTION POLICY 2019

Adopted by the Lesotho Highlands Water Commission in April 2019

1. This Policy has been adopted pursuant to Article 16 of the Agreement on Phase II of the Lesotho Highlands Water Project between the Government of the Kingdom of Lesotho and the Government of the Republic of South Africa.

Definitions:

2. In this Policy:
 - 2.1. the Lesotho Highlands Water Project will be referred to as the Project and includes Phases IA, IB and II thereof;
 - 2.2. the Project Authority includes the Lesotho Highlands Water Commission ("the LHWC") and the Lesotho Highlands Development Authority ("the LHDA");
 - 2.3. employees of the Project Authority include employees and board members of the LHDA and employees of and delegates to the LHWC;
 - 2.4. in the context of this Policy, an agent is not a *bona fide* business, practice or individual which provides facilitation services to consultants and contractors for the purposes of registration with government authorities and for obtaining the necessary licences, permits and clearances to practise within the Kingdom of Lesotho (e.g. Income tax clearance, trading licence, work permits, etc.). In the context of this Policy, such facilitators are legitimate service providers for purposes of assisting consultants and contractors to comply with the legal requirements for permitting, licensing and registration.

Background:

3. Phases IA and IB of the Project were tainted by corruption which caused the integrity of the Project to be undermined and questioned.
4. Despite the best efforts of the Lesotho prosecuting authorities, working in conjunction with the Project Authority, and by reason of the insidious nature of corruption, the full extent of the corruption in connection with these Phases is not known, nor is the identity of each and every entity or individual involved.
5. In the light of these experiences the Phase II Agreement provides in Article 16 for the development and adoption of an Anti-Corruption Policy for the Project.

Principles:

6. All persons or entities involved in the Project must observe the highest standards of compliance and ethics. The Project Authority shall take all appropriate measures to combat corruption in all its forms.
7. All contracting parties or entities, and persons otherwise involved in the Project, shall take all appropriate measures to prevent and combat corruption and to refrain from engaging in corruption in connection with their involvement in the Project.

Application of Policy:

8. The provisions of this Policy shall apply to all contractors and consultants involved in the Project, including the pre-qualification of bidders and tenderers (where applicable), the evaluation of bids and tenders and the award of contracts.
9. Henceforth every contract entered into under the Project shall provide for the incorporation of this Policy into such contract.

10. The provisions of this Policy shall apply to the employment and the conduct of employees of the Project Authority.
11. The provisions of this Policy shall apply to recipients of compensation in terms of the Project.
12. For the purposes of this Policy corruption shall include the following:
 - 12.1. A “corrupt practice”, such being the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of any person or entity in connection with the Project.
 - 12.2. A “fraudulent practice”, such being any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, any person or entity in connection with the Project, to obtain a financial or other benefit or to avoid an obligation.
 - 12.3. A “collusive practice”, such being an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of any person or entity in connection with the Project. Such practices may include:
 - 12.3.1. Corporate conflict of interest, where two or more firms are engaged in joint pursuits elsewhere with a common business goal such that the firm or its employees “have the potential or ability to influence or be influenced in their judgement or evaluation of an offer, bid or tender of one of the firms engaged with them elsewhere such that the evaluation/assessment cannot be completely impartial/unbiased and objective”; or
 - 12.3.2. Perceived conflict of interest, defined as “when a third party observing the procurement process considers the process to be influenced or biased based on the perception of business or other relationships between the corporate entities”.
 - 12.4. Bias when dealing with claims and variation orders during administration of the contract.

A “coercive practice”, such being impairing or harming, or threatening to impair or harm, directly or indirectly, or to influence improperly, any person or entity in connection with the Project.

12.5. An “obstructive practice”, such being:

12.5.1. the destroying, falsifying, altering or concealing of evidential material relevant to an investigation, as referred to in paragraphs 28 and 29 hereunder, or the making of false statements to investigators in order to materially impede such investigation; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to such investigation or from pursuing such investigation; or

12.5.2. acts intended to materially impede the exercise of the Project Authority’s right to access information, as referred to in paragraphs 28 and 29 hereunder.

Participation in Contracts:

13. Where a contractor or consultant, or any employee or former employee of such contractor or consultant, or any individual, was previously involved or implicated in corruption, such contractor, consultant or individual may be excluded from any involvement in the Project. Such exclusion will be at the sole discretion of the Project Authority based on a reasonable assessment of all the facts at its disposal.
14. Any contract awarded in relation to the Project will commit the contractor, consultant or individual concerned not to involve itself or himself/herself in corruption, whether relating to the specific contract or not, concerning any employee of the Project Authority or any other entity or person having an interest in the Project.
15. The Project Authority in dealing with the pre-qualification of bidders and tenderers, the evaluation of bids and tenders, as well as the award of contracts, will have regard to the use of

agents by contractors or consultants, both in the procurement or execution of previous contracts as well as their intended involvement in the Project. Here the Project Authority will be entitled to assume, unless shown otherwise, that such use or intended use of agents involved or will involve corruption.

Confidential Business Information/Client Privilege

16. Confidential Business Information (CBI) shall include all forms of client privilege information pertaining to fees, cost estimates, engineering design, specifications, method statements, reports, prototypes, bid and tender evaluation reports, etc. All CBI shall be protected by signed declarations by all individuals engaged on the Project or contracted to the Project Authority for purposes of carrying out consultancy services related to the implementation of LHWP. Such declarations shall take the form of Non-Disclosure Agreements (NDA), which will be signed by the other party and retained by the Project Authority.

Specific Obligations of Prospective Contractors and Consultants:

17. Every prospective contractor or consultant shall at the earliest opportunity in any bid or tendering process disclose to the Project Authority any prior involvement by it or any of its current or former employees in corruption.
18. Every prospective contractor or consultant shall disclose both its past and present use of agents in the procurement or execution of contracts and such disclosure will specifically include the contractual arrangement with such agent including the basis upon which such agent was or will be remunerated.
19. Every prospective contractor or consultant shall at the earliest opportunity in the bidding or tendering processes or at any point during the execution of a contract, disclose to the Project Authority any conflict or potential conflict of interest, whether personal or corporate, whether real or perceived, including but not limited to any employee of the Project having an interest, financial or otherwise, in the contractor or consultant or such contractor's or consultant's proposed involvement in the Project.
20. All contractors and consultants, as well as their employees and agents, as well as employees of

the Project Authority, involved in the Project, shall commit themselves to taking all appropriate measures to prevent corruption and shall immediately report to the Project Authority any corruption that comes to their attention, and any failure to so report shall be deemed to constitute corruption.

21. The Project Authority shall do everything in its power to protect the identity of employees who act in terms of their aforesaid obligation to report instances of corruption. In addition, the Project Authority shall seek to ensure that such employees are not victimised or otherwise discriminated against as a result of their so reporting.
22. The Project Authority has implemented a “whistle-blower” policy which shall be available for anonymous reporting of corruption or perceived corruption to ensure early warning and reaction by the Authority. All reports shall be treated as confidential and will provide protection/asylum to any party making a disclosure. The reports from the hotline number go to an independent hotline service provider. After a preliminary investigation, they report to the Chief Executive (CE) if the matter does not involve the CE otherwise the case is reported to the Audit and Risk Chairperson for further investigation.
23. All contractors and consultants, as well as their employees and agents, as well as employees of the Project Authority, involved in the Project, shall, if called upon to do so, fully co-operate with the Project Authority and/or the Lesotho Director of Public Prosecutions or any person designated by him, in any investigation into allegations of corruption, whether against them or their employee or agent, or against any other entity or person.

Sanctions:

24. In addition to any contractual rights in terms of specific contracts, the Project Authority shall have the right to cancel any contract under the Project in the event that the award of such contract or its execution is shown to have involved corruption. The Project Authority shall be entitled to exercise this right once it is reasonably satisfied on the information at its disposal that such corruption has indeed occurred. It will not however exercise such right without giving the contracting party involved a reasonable opportunity to refute any allegation or evidence of corruption levelled against it.

25. Any breach of this Policy by an employee of the Project Authority shall be deemed a material breach of his or her conditions of employment.
26. Compliance with this Policy through early disclosure will not necessarily result in punitive action or disqualification but will be subject to the ruling and determination of the Project Authority's Conflict of Interest Committee or legal counsel.
27. Determination of a Conflict-of-Interest rests with the Project Authority and not with the respondent.

Investigation and Access to Information:

28. The Project Authority shall have the right, in the event of allegations of corruption against any contractor or consultant, or any of their employees, former employees or agents, as well as employees of the Project Authority, to investigate such allegations, and such right shall include the right of access to the said entity or person's records and/or other evidential material which in the opinion of the Project Authority may be relevant to such investigation.
29. The entity or person referred to in paragraph 28 shall be obliged to fully co-operate with any such investigation and shall make available to the Project Authority any records or other evidential material as the Project Authority may require for purposes of such investigation.
30. The investigation referred to in paragraphs 28 and 29 shall be conducted by independent investigators appointed by the LHDA Board or the LHWC.

Ethics, Training and Compliance:

The Project Authority requires that all employees, consultants and contractors undergo Ethics and Compliance training at the commencement of services and annual refresher courses for as long as the individual/entity is engaged on the Lesotho Highlands Water Project Phase II. The Project Authority will direct and cause appropriate training to be presented and will conduct regular audits to ensure compliance by consultants and contractors on the Project.