

**KINGDOM OF LESOTHO
LESOTHO HIGHLANDS WATER PROJECT
THE LESOTHO HIGHLANDS DEVELOPMENT AUTHORITY**



LESOTHO HIGHLANDS WATER PROJECT

REQUEST FOR QUOTATIONS FOR

CONTRACT LHDA No.: 1394

PROVISION OF PROFESSIONAL SERVICES FOR

THE INTERIOR DESIGN OF THE LHDA POLIHALI LODGE

LHDA
LHDA Tower Building (Formerly Lesotho Bank Tower)
Kingsway
Maseru, Lesotho

October 2024

Annexure A - 0

1. BACKGROUND

The Lesotho Highlands Water Project (LHWP) is a multi-billion Maloti/Rand bi-national investment project which was established by the Treaty of 1986 signed between the Governments of the Kingdom of Lesotho and the Republic of South Africa. The LHWP is comprised of large-scale civil engineering, socio economic and environmental aspects. The LHWP is aimed at harnessing the water resources of the highlands of Lesotho through the construction of a series of dams and tunnels for the mutual benefit of Lesotho and the Republic of South Africa. The first phase (Phase I) of the four phased project was completed in 2003, and the second phase (Phase II) is currently underway.

Under Phase II of the LHWP, LHDA has constructed a new lodge at Polihali in the Mokhotlong district, which was constructed as part of the advanced infrastructure. Polihali Lodge is to form an integral part of the tourism infrastructure in Lesotho by providing accommodation to tourists as well as people interested and involved in the Lesotho Highlands Water Project. LHDA would like the Lodge to operate as a four (4) star lodge in accordance with the Lesotho Quality Star Rating System.

LHDA therefore requires the services of an Interior Designer to come up with an interior design concept for the lodge and propose suitable furniture, fixtures and fittings in line with LHDA's vision for the Lodge, to make it more attractive and aesthetically appealing.

2. OBJECTIVE OF THE ASSIGNMENT

The objective of the assignment is to source competent and qualified Interior Design Services from an individual or firm to come up with the interior design and décor suitable for the lodge. The interior designer is further to assist the Client by proposing suitable companies/service providers that can provide the required furniture, fixture and fittings.

3. SCOPE OF SERVICES TO BE PROVIDED

The Interior Designer shall provide a minimum of three conceptual designs for the lodge spaces; being the main reception lobby, the dining area, the visitors lounge, the private bar and outdoor bar area, conference rooms and the accommodation rooms.

Once the conceptual designs have been agreed by the Client, the Interior Designer shall prepare schematic designs with mock-ups and the development of final/detailed designs of each room/facility. The Interior Designer will also be

required to provide a cost estimate and suggest service providers for the provision of the proposed fixtures, fittings and furniture.

The main tasks involved in fulfilling these responsibilities are detailed below however it should be noted that the Client will implement the project in phases and may opt not to implement some stages of the project.

3.1 Phase 1: Conceptual Design of the Lodge Interior

The Interior designer(s) shall visit the lodge to familiarise themselves with the lodge design and layout. Following the reconnaissance site visit the interior designs shall be carried out in two stages as follows.

3.1.1 Preliminary Design

The preliminary design shall entail the development of conceptual designs for the suitable fixtures, fittings and furniture used by the hospitality industry to make the lodge to be aesthetically pleasing and conducive to the end users.

The Interior Designer shall be required to present the conceptual and preliminary designs with rough cost estimates for the Client's review, consideration and acceptance.

3.1.2 Detailed Design

Following acceptance of the preliminary designs, the Interior designer will be required to produce final/detailed designs. The designs will also include final cost estimates and shall be submitted and presented to the LHDA for their acceptance. This task shall only be deemed to be complete upon formal acceptance of the designs by LHDA. The acceptance of the design by LHDA does not remove liability for the design from the Interior Designer/Consultant.

3.2 Phase 2: Procurement of Shopfitters, Fixtures and Fittings

The Interior Designer will be required to assist the Client in identifying shopfitters for the lodge in line with the agreed detailed designs. The Interior Designer will provide a list of suitable and competent shopfitters to carry-out the works. The Interior Designer will be required to disclose at the time of bidding if they also provide shopfitting services.

3.3 Phase 3: Supervision of Shopfitting and Installations

The Interior Designer will be required to supervise the installations and shopfitting in line with the agreed detailed designs.

3.4 Phase 4: Procurement and Placement of Furniture and Accessories

The Interior Designer will be required to assist the Client in identifying shops where furniture and accessories for the lodge can be procured and assist in inspecting the furniture, to ensure that it meets the required standard and quality. The Interior designer will also be required to assist in the placement of the furniture.

3.5 Project Close-out and Defects Rectification

At the end of the project, a joint inspection will be conducted by LHDA, all relevant internal and external stakeholders engaged in the design, installations and fixtures and construction/reconfiguration. When LHDA as a client is satisfied that the Design and Build team has completed the scope of the contract, the facilities will be handed over to LHDA which will mark the beginning of the Defects Notification Period (DNP).

The Client shall coordinate and monitor the remedying of the defects during the Defects Notification Period. At the end of the DNP, a joint inspection will be carried out by the relevant stakeholders to ensure that all the defects have been remedied.

On fulfilment of the Interior Designer's scope, he/she/they shall be required to submit a detailed completion report

4. DELIVERABLES

The following deliverables are to be provided in two (2) printed copies and one (1) electronic copy.

5.1 Conceptual Design Report.

5.2 Detailed/Final Design including a list of suitable service providers where the proposed fixture, fittings and furniture can be obtained.

5. INFORMATION TO BE PROVIDED BY THE CLIENT

On award, the Client will provide the Consultant with documentation and information relating to the assignment that the Consultant may require, for the fulfilment of the Scope of Services e.g. layouts of the lodge

6. FACILITIES TO BE PROVIDED BY THE CONSULTANT

The Interior Designer shall provide all necessary resources for the execution of these works, which includes the provision of transport, accommodation and the cost of production of the reports.

7. CONSULTANT'S QUALIFICATIONS AND EXPERIENCE

The Consultant shall be suitably qualified and competent enough to carry out all the Services under this Contract. The following are the minimum required qualifications and experience, which the Consultant must possess to effectively undertake the assignment.

7.1 Must have a Diploma in Interior Design or equivalent.

7.2 He/She must have a minimum of ten (10) years' experience in the provision of interior design services, including demonstratable experience in the interior design of hospitality facilities.

8. INSTRUCTIONS FOR THE PREPARATION OF QUOTATIONS

- 8.1. Quotations must be made for the complete Scope of Services as specified in this Request for Quotations (RFQ).
- 8.2. Quotations must be in English and must have a detailed breakdown, itemizing each of the required services and their associated costs.
- 8.3. The quotations will be assessed in line with the Evaluation Criteria given in **Section 14**.
- 8.4. The quotation must be valid for 90 days after the closing date, and the prices will be firm for the entire duration of the assignment (estimated at six (6) months).
- 8.5. The LHDA's Request for Quotation document is obtainable free of charge from the LHDA website (www.lhda.org.ls).
- 8.6. All costs associated with preparing and submitting the quotation, including any other costs relating to subsequent negotiations with the LHDA are to be borne by the Consultant.
- 8.7. Prices quoted are to be in either Lesotho Maloti or South African Rands, (1 Lesotho Loti = 1 RSA Rand).
- 8.8. The successful Consultant will be subject to the taxation laws applicable in the Kingdom of Lesotho at the time of quoting and must comply with the Tax Requirements as given in **Annexure C – Tax Requirements**, which shall form part of the Contract Document.
- 8.9. LHDA reserves the right to modify the terms of this Request for Quotations at any time in its sole discretion. Any modifications to the RFQ will be made prior to the submission of quotations and will be posted on the LHDA website. This includes the right to cancel this Request for Quotations at any time prior to engagement of a consultant.

- 8.10. LHDA is not bound to enter into a contract with the bidder who submits the lowest-priced quotation. Submissions will only be assessed in terms of the evaluation criteria, as given in **Section 14 – Evaluation Criteria**.
- 8.11. All information pertaining to the LHDA, obtained by the Consultant as a result of participation in this procurement process is confidential and must not be disclosed without written authorisation from the LHDA.
- 8.12. All terms and conditions of this Request for Quotations are deemed to be accepted by the Consultant and incorporated by reference in their quotation, except such conditions and provisions that are expressly excluded. There will be an opportunity to review these conditions upon selection of the successful Consultant and during subsequent negotiations.
- 8.13. The successful Consultant's quotation may form part of the final Contract.
- 8.14. All proposals submitted are irrevocable after the due submission date until the expiry of the bid validity period indicated above, and as such the bidder binds himself/herself that he/she will enter into negotiations with LHDA based on the submitted proposal.

9. STRUCTURE OF THE QUOTATION

The response to this RFQ should comprise the detailed financial proposal (quotation) and a brief, detailing the methodology and resources to be used in executing the assignment. The brief should be concise and clear so that it can be established if the Consultant/Interior Designer understands the assignment. The experience of both the company, if applicable, and the CVs of the personnel to be engaged on this project, should be included. The brief will constitute the technical proposal component of the submission. The Consultant/Interior Designer who does not demonstrate capability as inferred from the brief will not be considered for award even if their price is the lowest.

The Interior Designer's financial proposal should cover all aspects such as professional fees, overheads, including monthly meetings on site and any other costs that may be deemed necessary to carry out the works e.g. identification/inspection of furniture. It is important to note that the Consultant/Interior Designer will be required to comply with the **LHWP Anti-Corruption Policy**, as given in **Annexure B** and the Lesotho Tax laws.

The Consultant shall prepare the quotation, as described in this section, and follow the format detailed hereunder:

- 9.1 Title Page with a title of the Quotation, Bidder's name and address, contact person and contact telephone number and email address.
- 9.2 Table of Contents including page numbers.

9.3 Technical Proposal

- 9.3.1 As part of the Technical Proposal the Bidder is to submit the following:
- 9.3.2 Their CVs using the Standard Forms provided in **Annexure A – Standard Forms** of this RFQ.
- 9.3.3 The CVs should include the following information:
- a) Projects undertaken by the individual(s) for other organizations, preferably in Lesotho and/or RSA.
 - b) Client's name & contact details of the Clients
 - c) Brief description of projects previously undertaken, including pictures of the work done.
 - d) Provide details of the exact service(s) performed/provided
 - e) Project duration
 - f) Total Project cost
- 9.3.4 A brief description of the methodology and approach that will be used to undertake the Scope of Services.
- 9.3.5 The Consultant must also provide full but concise information about the company experience, if applicable, in relation to the services to be performed.
- 9.3.6 Reference letters from at least three (3) previous Clients where similar services were provided, with contactable details provided.
- 9.3.7 The Bidder shall submit the company profile, with pictures of project that have been completed in the past five (5) years, together with proof of company registration, i.e. Traders License, VAT certificate and/or Tax Clearance Certificate etc., if applicable.
- 9.3.8 If the bidder is an individual, he/she shall submit Individual Tax Clearance Certificate/ or equivalent

9.4 Financial Proposal

The financial proposal should contain an itemized quotation of the costs associated with each task.

- 9.4.1 The quotation should contain:
- a) Fees
 - b) Reimbursable expenses, if any.
 - c) Quote prices excluding VAT

- d) VAT to be shown separately below the Sub-total (price), if applicable.
- e) The quotation must have a detailed cost break-down for each task associated with the provision of the service
- f) The validity of the price must be shown on the quotation and must extend up to 90 days from the date of submission of the quotation.
- g) The quotation should be on company letterhead, if applicable.

10. STANDARD FORMS

In order to make it easier, consistent and to ensure that each submission receives full consideration, bidders are to complete and strictly adhere to the format of the forms provided under **Annexure A – Standard Forms** of this document.

11. CLARIFICATIONS.

Requests for clarifications and/or further information shall be directed in writing to the following email address:
procurement@lhda.org.ls

12. SUBMISSION OF QUOTATIONS

12.1 The complete quotation, must be submitted in one original copy marked “Original” and accompanied by three (3) copies marked “Copies”, bundled together in one envelop and one electronic copy e.g. CD-ROM all marked “**Quotations for Provision of Interior Design Services for Polihali Lodge.**”

12.2 The envelope should bear the name of the Consultant.

12.3 The quotations are to be deposited into the LHDA Tender box located on the 7th floor, LHDA Tower Building (formerly Lesotho Bank Tower Building) – Kingsway Road Maseru, **on or before 1200hrs on Monday 09th December 2024.**

12.4 **Late submissions will NOT be accepted.**

12.5 The use of courier services is at the Bidders own risk.

13. PROPOSAL TIME FRAMES

- | | |
|---|------------------|
| a) Site Visit | 11November 2024 |
| b) Closing Date for Requests for Clarifications | 22November 2024 |
| c) Closing Date for Responses to Clarification | 29November 2024 |
| d) Submission of Quotations: | 09 December 2024 |

e) Completion of evaluation: 13 December 2024

f) Notification of Award - Purchase Order/Contract: 10 January 2024

14. EVALUATION CRITERIA

The evaluation of the quotes shall be based on the following criteria, which is in two parts, the Technical Evaluation and the Financial Evaluation. The Technical evaluation score will account for 70% of the final score, while the Financial evaluation score will account for 30% of the final score.

The evaluation shall be based on the criterion given in the table below which entails a technical assessment (Items 1 - 3) and a financial assessment (Item 4).

Table 1 – Evaluation Criteria

	CRITERION	POINTS
Technical Component of the Criteria		
1	Quotation Presentation	5
	Proposal that is clear, Complete, and conforms with the requirements of this RFQ	1 2 2
2	Team Qualifications and Company Experience and references	50
2.1	Team Qualifications	
	a. Consultant/Interior designer - Diploma, with a minimum of ten (10) years of relevant experience. (academic qualification be attached)	15
2.2	Company Experience The Company should have experience in design projects of similar nature and a minimum of five projects which include hospitality buildings (eg. Lodges, hotels etc) are required. Images of the completed projects should be included as part of the submission.	25
2.3	References A letter of reference for each of the project listed under 2.2., which provides Client's Name, Contact Details of the Client Representative (i.e. telephone/Cellphone Number and email address).	10
3	Approach and Methodology and work Programme	15
3.1	Technical Approach and Methodology A Proposal should demonstrate a clear understanding of the project requirements, draws, attention to the issues related to the assignment, raises important issues that have not been stated in the RFQ, and provides means of solving such issues.	10
3.2	Work Programme This evaluation will consider whether the timing and duration of all activities are appropriate and consistent with the required output, and whether relationships between activities are realistic and consistent with the proposed methodology.	5
Financial Component of the Criteria		

4	A schedule of costs detailing fees and disbursements for the Project.	30
TOTAL		100

This procurement is open to local and regional business entities. The **site visit is mandatory** and is scheduled for the **04 November 2024 at 10:30 at Polihali Lodge in Mokhotlong**. For Bidders to have their financial proposal evaluated, they must obtain a minimum technical score of 60%.

It should be noted that the financial component of the proposal will be evaluated using the equation below:

$$F_s = \frac{P \times 30}{P_o}$$

Where:

F_s = Score for Financial Component

P = Lowest Priced Tender

P_o = Price of the Tender being evaluated

15. DURATION OF THE ASSIGNMENT

LHDA will enter into a six (6) months Contract with the preferred bidder. A purchase order maybe issued however the assignment will be administered through a contract, to manage the rights and obligations of the Parties.

16. CONTRACT CONDITIONS

The contract template is given in **Annexure D** of the document.

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LESOTHO HIGHLANDS WATER PROJECT

REQUEST FOR QUOTATION FOR

CONTRACT LHDA No. 1394

PROFESSIONAL SERVICES FOR THE

INTERIOR DESIGN OF THE LHDA POLIHALI LODGE

ANNEXURE A: STANDARD FORMS

SECTION 1 – CURRICULUM VITAE

Curriculum Vitae

1. Name of Expert:
2. Proposed Position:
3. Company/Consortium:
4. Gender:
5. Nationality:
6. Date of Birth:

7. Education

Name of Institution	Degree Obtained	Dates Attended
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8. Other Training

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

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

Language	Speaking	Reading	Writing
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11. **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:

12. Detailed Tasks

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

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 five 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 wilful 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 **[Insert Date]** 2024.

Name of Candidate

Candidate's Signature

Date

SECTION 2 – PROJECTS DATA SHEET

Lesotho Highlands Water Project

PART I – CONSULTANT’S ORGANIZATION

Provide a brief description of the background and organization of your company using the template Company Data Form attached.

In the case of a Joint Venture or sub-consultant, provide a Company Data form for each member for this assignment.

PART II – CONSULTANT’S EXPERIENCE

Provide a summary of at least five (5) and not more than fifteen (15) similar assignments successfully completed in the last ten (10) years using the Project Data Sheet attached. Bidders may also include sheets for current assignments that are at least fifty percent (50%) complete. References from all the Employers/Clients shall be provided for each of the projects submitted.

Assignments completed by the Bidder’s sub-consultant(s) can also be claimed as relevant experience.

COMPANY DATA FORM

(To be submitted by all firms including JV partners and sub-consultants)

1. **Legal Name of Firm:**
2. **Type of Company (partnership, etc):**
3. **Years in Business:**
4. **Gross Revenue over the last three (3) years:**
(attach audited income statement and balance sheet for the past 3 years for lead firm or JV partners – not to exceed 4 pages per firm. Do not submit for sub-consultants)
5. **Company Address:**

Name and Contact Information for Authorized Representative

(if submission is made as a JV, include only one person to be contacted in reference to this Proposal)

6. Company Organization:

7. General Description of Services Provided (indicate particular specialties):

8. **Staff:** *Indicate total number of staff including principals, professionals, and support staff. Professionals should be categorized by discipline (e.g. civil, geotechnical, environmental, etc.)*

Note: Careful completion of this form is sufficient for this section and as such, general company brochures are strongly discouraged.

PROJECT NAME					
LEGAL NAME OF FIRM:			EMPLOYER/CLIENT:		
COUNTRY:			NAME OF PRIMARY CONTACT AT CLIENT ORGANIZATION:		
TOTAL PROJECT VALUE:	SERVICES	CONSTRUCTION WORKS	PROJECT PERIOD:	START DATE (MMM-YY)	End Date (MMM-YY)
PROPORTION PERFORMED BY YOUR FIRM (%):			SOURCE OF PROJECT FUNDING:		
NO. OF STAFF PROVIDED:			NAME OF CONSORTIUM/JV MEMBERS (IF ANY):		
PROJECT DESCRIPTION	DESCRIPTION OF SERVICES PROVIDED BY YOUR FIRM <i>(INCLUDE ROLES AND NAMES OF ANY KEY STAFF INCLUDED IN THIS PROPOSAL)</i>				

Note: Careful completion of this form is sufficient for this section and as such, general company brochures are strongly discouraged. Data sheets for a maximum of fifteen (15) projects shall be submitted with the Proposal. Each data sheet shall be accompanied by a reference from the Employer/Client.

SECTION 2 – APPROACH AND METHODOLOGY

DESCRIPTION OF APPROACH, METHODOLOGY, AND PROJECT ORGANISATION

Provide a description of the approach, methodology, and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing, if required.

Recommended structure for description of approach, methodology, and work plan:

1. Technical Approach and Methodology. Explain your understanding of the objectives of the assignment as outlined in the Scope of Services (SOS'), the technical approach, and the methodology to be adopted for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the SOS.

This description should include notes on the methods, personnel, procedures, and computer hardware and specialty software to be used for the assignment.

2. Organisation and Staffing. Describe the structure and composition of the proposed team, including the list of the Key Staff, Support Staff and relevant technical, as well as administration and other support staff, if required.

The Consultant must provide the additional Key and Support Staff according to its understanding of the work to be performed. Job descriptions must be provided for categories proposed.

Include an organisation chart that illustrates the following:

a. Interfaces between the Consultant's team and:

- i. Home office*
- ii. LHDA*
- iii. All positions proposed*
- iv. Names of Key Staff and their positions*
- v. Parent firm of each professional*

The text of this section shall include a concise statement of the duties of each member on the organogram and the suitability of their qualifications for the assignment.

NB: Please note that this is only applicable if the Consultant will not work alone

Limit this section to five (5) pages.

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LESOTHO HIGHLANDS WATER PROJECT

REQUEST FOR QUOTATION FOR

CONTRACT LHDA No. 1394

**PROFESSIONAL SERVICES FOR THE
INTERIOR DESIGN OF THE LHDA POLIHALI LODGE**

ANNEXURE B: LHWP ANTI-CORRUPTION POLICY

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 practice 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, licencing 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 to 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:

31. 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 to be presented appropriate training and will conduct regular audits to ensure compliance by consultants and contractors on the Project.

**KINGDOM OF LESOTHO
LESOTHO HIGHLANDS WATER PROJECT
THE LESOTHO HIGHLANDS DEVELOPMENT AUTHORITY**



LESOTHO HIGHLANDS WATER PROJECT

REQUEST FOR QUOTATION FOR

CONTRACT LHDA No. 1394

**PROFESSIONAL SERVICES FOR THE PROVISION OF
INTERIOR DESIGN OF THE LHDA POLIHALI LODGE**

ANNEXURE C: TAX REQUIREMENTS

TAX REQUIREMENTS

Taxation

The Consultant/Contractor shall comply with the relevant and applicable taxation laws of Lesotho, as amended, in terms of the Treaty, and with the requirements and reporting as specified in article 14 and Annexures III and IV of The Phase II Agreement. Article 14 amends the Treaty and regulates specifically the following Lesotho taxes:

- 1) Value Added Tax
- 2) Withholding Taxes
- 3) Income Taxes Corporate and Individual
- 4) Dues and Charges paid
- 5) Fringe Benefit Tax

It is imperative that the Consultant/Contractor takes note of the detailed requirements to fully disclose payment of all taxes when presenting Value Added Tax Invoices/certificates for payment and such disclosure to be in the format as advised by the LHDA. Failure to do so shall constitute sufficient grounds for the LHDA to terminate this contract.

Tax Registration

Entities planning to submit tenders for contracts with LHDA should research the requirements which can be found in:

- 1) Companies Act no 18 of 2011.
- 2) The Income Tax Act 1993.
- 3) VAT Act 2001
- 4) The Phase II Agreement.
- 5) Double Taxation Agreement between Lesotho and South Africa.

Invoice Compliance and Tax Declaration

Payment of Invoices/Certificates will be subject to submission of the contracting party's declaration on a separate tax declaration form, with original receipts attached, of all taxes paid in terms of Article 14(20) of the Agreement on Phase II – including Expatriate PAYE; Corporate taxes; Dues & Charges; Fringe Benefits tax, etc.

**KINGDOM OF LESOTHO
LESOTHO HIGHLANDS WATER PROJECT
THE LESOTHO HIGHLANDS DEVELOPMENT AUTHORITY**



LESOTHO HIGHLANDS WATER PROJECT

REQUEST FOR QUOTATION FOR

CONTRACT LHDA No. 1394

**PROFESSIONAL SERVICES FOR THE PROVISION OF
INTERIOR DESIGN OF THE LHDA POLIHALI LODGE**

ANNEXURE D: CONTRACT TEMPLATE



AGREEMENT

CONTRACT LHDA NO. 1394

**PROFESSIONAL SERVICES FOR THE
INTERIOR DESIGN OF THE LHDA POLIHALI LODGE**

BETWEEN

LESOTHO HIGHLANDS DEVELOPMENT AUTHORITY

AND

[NAME OF THE CONSULTANT]



AGREEMENT OF SERVICE

1. PARTIES:

LESOTHO HIGHLANDS DEVELOPMENT AUTHORITY

A body corporate established in terms of the LHDA Order No. 23 of 1986 and duly represented herein by the LHDA CHIEF EXECUTIVE (hereinafter referred to as "The Client")

AND

[CONSULTANT'S NAME]

(hereinafter to be referred to as 'the Consultant')

2. PREAMBLE:

WHEREAS the Lesotho Highlands Development Authority is charged with the responsibility for the implementation, operation and maintenance of Lesotho Highlands Water Project (hereinafter to be referred to as "the LHWP") in Lesotho and the power for the discharge of such responsibilities;

AND WHEREAS the CLIENT has expressed an intention to the Consultant to provide professional services for the interior design of the LHDA Polihali Lodge

AND WHEREAS the CONSULTANT is desirous of providing the aforesaid consultancy services for the CLIENT under an Agreement, hereinafter referred to as "the Agreement of Service" in return for the payment.

3. GENERAL CONDITIONS OF THE CONTRACT

3.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract shall have the following meanings;



“Agreement” means the Agreement as set out in this document together with the annexure(s) (if any) hereto and any agreed written amendments which shall constitute a contract;

“Applicable Law” means the governing Law of Lesotho;

“Contract” means this Agreement entered into between the Client and the Consultant;

“LHWC” means the Lesotho Highlands Water Commission;

“Party/Parties” means either the Client and/or the Consultant;

“Services” means the services to be provided by the Consultant pursuant to this Agreement as described in the Scope of Services;

“Consultant” means the party who has been engaged by the Client for the fulfillment of the Services.

3.2 Assignment and/or Cession

The Consultant shall not, without the prior approval and consent of the Client, assign or cede or transfer his/her obligations under the Contract or any part thereof.

3.3 Taxation

The Consultant shall comply with the provisions of the Tax Requirements, which form part of this contract.

Governing Law The governing law of this Agreement shall be the laws of the Kingdom of Lesotho.

3.5 Relations between the Parties

Nothing contained herein shall be construed as establishing the relation of master and servant or of agent and principal or of employer and employee as between the Client and the Consultant.



3.6 Anti-Corruption between the Parties

The Parties shall take all appropriate measures to prevent and combat corruption and to refrain from engaging in corrupt activities in connection with their involvement in this Contract. The Parties shall comply with the provisions of the LHWP Anti-Corruption Policy, which is annexed to this Agreement.

4. DURATION

The Services shall be for a period of six (6) months from the 13th December 2024 the date which the Interior Designer would be issued with the purchase order to 12th May 2025

5. THE SCOPE OF SERVICES

The Interior Designer shall provide a minimum of three conceptual designs for the lodge spaces; being the main reception lobby, the dining area, the visitors lounge, the private bar and outdoor bar area, conference rooms and the accommodation rooms.

Once the conceptual designs have been agreed by the Client, the Interior Designer shall prepare schematic design with mock-ups and the development of final/detailed designs of each room. The Interior Designer will also be required to provide a cost estimate and suggests service providers for the provision of the proposed fixture, fittings and furniture

The main tasks involved in fulfilling these responsibilities are detailed below.

5.1 Phase 1: Conceptual Design of the Lodge Interior

The Interior designer(s) shall visit the lodge to familiarise themselves with the lodge design and layout. Following the reconnaissance site visit the interior designs shall be carried out in two stages as follows.

5.1.1 Preliminary Design

The preliminary design shall entail the development of conceptual designs for the suitable fixtures, fittings and furniture used by the hospitality industry to make the lodge to be aesthetically pleasing and conducive to the end users.



The Interior Designer shall be required to present the conceptual and preliminary designs with rough cost estimates for the Client's review, consideration and acceptance.

5.1.2 Detailed Design

Following acceptance of the preliminary designs, the Interior designer will be required to produce final/detailed designs. The designs will also include final cost estimates and shall be submitted and presented to the LHDA for their acceptance. This task shall only be deemed to be complete upon formal acceptance of the designs by LHDA. The acceptance of the design by LHDA does not remove liability for the design from the Interior Designer/Consultant.

5.2 Phase 2: Procurement of Shopfitters, Fixtures and Fittings

The Interior Designer will be required to assist the Client in procuring shopfitters for the lodge in line with the agreed detailed designs. The Interior Designer will provide a list of suitable and competent shopfitters to carryout the works. The Interior Designer will be required to disclose at the time of bidding if they also provide shopfitting services.

5.3 Phase 3: Supervision of Shopfitting and Installations

The Interior Designer will be required to supervise the installations and shopfitting in line with the agreed detailed designs.

5.4 Phase 4: Procurement and Placement of Furniture and Accessories

The Interior Designer will be required to assist the Client in identifying shops where furniture and accessories for the lodge can be procure and assist in inspecting the furniture, to ensure that it meets the required standard and quality. The Interior designer will also be required to assist in the placement of the furniture.

6. OBLIGATIONS OF THE CONSULTANT

The Consultant shall have no other responsibility than to exercise reasonable skill, care and diligence in the performance of his/her obligations under the Agreement in accordance with generally accepted techniques, practices, professionalism and consulting standards recognised by international professional bodies. The Consultant shall always act in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client and shall at all times support and safeguard the Client's legitimate interests.



7. OBLIGATIONS OF THE CLIENT

- 7.1 The Client shall be obliged to pay the Consultant in terms of Clause 8 below.
- 7.2 The Client shall be obliged to provide the Consultant with relevant information as and when required.

8. PAYMENT CONDITIONS

- 8.1 Professional fees and disbursements shall be in accordance with the financial proposal of the Consultant.
- 8.2 The Lesotho Withholding Tax for the services carried out in Lesotho, shall be deducted from the professional fees, and paid to the Revenue Services Lesotho (RSL) by the LHDA on behalf of the Consultant.
- 8.3 Reimbursable expenses shall comprise reasonable travel costs within Lesotho on the basis of:
 - 8.1.1 Mileage costs shall be charged at a rate of **M6.35/km** as an approved travel allowance in accordance with the LHDA mileage rates. The mileage costs shall be applicable for travel in Lesotho while performing contract services.
 - 8.1.3 Costs for accommodation within registered hotels and meals while performing the services under this Agreement in Lesotho shall be reimbursed upon submission of relevant and appropriate receipts.
 - 8.1.4 Telephone, telex, telefacsimile and other out of pocket expenses directly related to this Agreement.

All other reimbursable expenses while performing the services under this Agreement shall be substantiated by invoices and receipts.



9. INVOICING

Tax Invoices shall be submitted following the provision of service in any given month or milestone achievements together with any reimbursable costs, if applicable. Invoices will be settled within thirty (30) days of presentation, by direct transfer to the designated bank account of the Consultant.

The Consultant shall provide originally signed bank destination instructions on:

- 9.1 Bank name, address and sort code
- 9.2 Beneficiary name (i.e. account title)
- 9.3 Account number
- 9.4 Any special instructions

10. LIABILITY OF THE CONSULTANT

The Consultant shall be liable to the Client for the performance of the services in accordance with the provisions of this Contract and for any loss or damage suffered by the Client as a result of negligence, default or omission of the Consultant in such performance, subject to the following limitations:

- 10.1 The Consultant shall not be liable for any loss or damage caused by or arising out of the negligence, default or omission of any person other than the Consultant;
- 10.2 The Consultant shall not be liable for any loss or damage caused by or arising out of the circumstances over which the Consultant had no control.

11. CONFIDENTIALITY

In accepting this Agreement, the Consultant agrees that all knowledge and information not already considered within the public domain, which may be acquired by virtue of this Agreement, shall at all times and for all purposes be regarded by him/her as strictly confidential, be held in confidence and shall not



be directly or indirectly disclosed by the Consultant to any person whatsoever except with the written permission of the Client.

12. BREACH

If either Party to this Agreement breaches this Agreement, other than a breach of payment obligation, and fails to remedy the breach within fourteen (14) calendar days after receipt from the other Party of a Notice, calling upon to do so, the other Party may cancel this Agreement and recover such damages under the law as have been sustained.

13. FORCE MAJEURE

13.1 The failure of a Party to fulfil any of its obligations under this Contract shall not be considered to be a breach of, or default under, the Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Contract.

13.2 Neither Party shall have any claim against the other Party for any delay or failure by the affected Party to carry out any of its obligations under this Agreement arising from or attributable to Force Majeure.

14. TERMINATION OF AGREEMENT

Either Party may terminate this Agreement in the event of another Party failing in the performance of its material obligations arising under this Contract, by giving the other Party a written Notice of such termination, within not less than fourteen (14) calendar days, subsequent to the issuing of a Notice under Clause 12- Breach.

15. DISPUTE

If a dispute arises out of or in connection with this Agreement, the Parties may in the first instance endeavour to resolve the dispute amicably by negotiations.



A mediator may be agreed upon by the Parties and be appointed to mediate the dispute between the Parties.

If the mediation referred to above fails to resolve the dispute within twenty-one (21) calendar days after the appointment of the mediator, the dispute shall finally be resolved by arbitration proceedings under the Lesotho Arbitration Act, 1980, and the arbitration proceeding shall be held in Maseru, Lesotho.

16. BANKING DETAILS OF THE CONSULTANT

Bank Name: ...
Account Name: ...
Branch Name: ...
Branch Code: ...
Account Number: ...
Routing Number/IBAN: ...
Swift Code: ...

17. DOMICILIUM

The domicilium citandi et executandi of the Client is:

Lesotho Highlands Development Authority
3rd Floor, LHDA Tower Building (formerly the Lesotho Bank Tower building)
Kingsway Road
Maseru 100
Lesotho

The domicilium citandi et executandi of the Consultant is:

...
...
...



The Parties hereto have caused this Agreement to be executed in accordance with the laws of the Kingdom of Lesotho on the day, month and year indicated below.

For and on behalf of the LESOTHO HIGHLANDS DEVELOPMENT AUTHORITY:

Thus done and signed at Maseru on this day of 2024.

Signature: Name: Tente Tente (Mr.)
LHDA Chief Executive

As Witness:

Signature: Name:

For the CONSULTANT
Thus, done and signed at on this day of 2024.

Signature: Name: [Consultant's Name]

As Witness:

Signature: Name: