

REQUEST FOR EXPRESSIONS OF INTEREST
CONSULTANCY SERVICES – INDIVIDUAL CONSULTANT

Lesotho Highlands Water Project

Contract No: **C 1800**

Contract Name: **Livelihood Restoration Specialist**

1 Background

The Lesotho Highlands Water Project (LHWP) is a multi-disciplinary, multi-phase, bi-lateral project undertaken by the Governments of the Kingdom of Lesotho and of the Republic of South Africa in accordance with a Treaty signed between the two countries in 1986. The Lesotho Highlands Development Authority (LHDA) is a statutory body constituted under the Lesotho Highlands Development Authority Order No. 23 of 1986. The LHDA is charged with the responsibility for the implementation, operation and maintenance of the Lesotho Highlands Water Project (LHWP) in Lesotho.

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 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.

The implementation of the Lesotho Highlands Water Project necessitates acquisition of land and other natural resources on which people rely for their livelihood. To mitigate the negative impact on livelihoods, the LHDA has to put in place interventions aimed at creating employment opportunities, generating alternative viable and sustainable means of livelihoods, and developing social and economic infrastructure in the project area.

2 Project Description

The LHWP Treaty mandates the LHDA to take reasonable measures to ensure welfare of persons and communities affected by the Project and to maintain the standard of living of the people impacted by the project. In terms of these Treaty obligations, the Lesotho Highland Development Authority (LHDA) is committed to improving the livelihoods of the communities and individuals living in the Lesotho Highlands Water Project (LHWP) through implementation of Livelihood Restoration (LR) initiatives that will be sustainable beyond the construction period of any Phase of the LHWP. So far, a number of LR interventions have been initiated. Such interventions include the Livelihoods Awareness Programme, implementation of Livelihoods Demonstration Projects and Skills Training to equip individuals with skills that will enable them to take advantage of business and other development opportunities brought about by the implementation of the LHWP.

The implementation of LR interventions calls for development of a clear methodology to ensure the realization of expected outputs and sustainability of all planned LR interventions. Furthermore, to ensure sufficient focus as well as the recording of lessons learned or knowledge

management in the process of livelihood restoration for affected communities, there is need to engage a LR Specialist to assist with the guidance for implementation of a conceptual model for sustainable management of LR interventions and develop implementation programmes for LR.

Additionally, in 2020, the LHDA received approval from the Board of Directors to establish a Business and Enterprise Development Unit (BEDU) as a structure within the LHDA to implement various livelihood restoration interventions proposed under the Livelihood Restoration Framework. The role of the Unit is to facilitate and coordinate implementation of different livelihoods development initiatives in the LHWP area through mobilization of resources for the development of employment and income generating enterprises.

3 Detailed Scope of Services

The Lesotho Highlands Development Authority (LHDA) invites eligible Individual Consultant (“Consultant”) to indicate their interest in the **Provision of Consultancy Services: Livelihood Restoration Specialist** within the Resettlement & Development Branch.

The objective of the assignment is for the Consultant to assist the LHDA with the proper conceptualization and the best practice of operationalization of livelihood improvement interventions within the LHWP in line with the Livelihood Restoration and Social Development Framework (LR&SDF) and Livelihood Restoration Plan.

For further details regarding these Services, interested Consultants can view the details of the position on the LHDA website at: <https://www.lhda.org.ls/lhdaweb/procurement/currentTenders>

4 Consultant’s Qualifications and Experience

Below are brief descriptions of the desired qualifications and levels of experience of the Consultant. It should be noted that some of the stated requirements for experience may have been gained simultaneously/at the same time. An evaluation of the Consultant will be based on these requirements.

1) Desired Qualification:

A Masters’ Degree or above, preferably in a development field, Social Sciences or Business Management.

2) Experience:

The Consultant must have:

- Overall 10 years’ experience working as a Livelihood Restoration Specialist with development and management of Livelihood Restoration programmes within major development projects.
- Have extensive experience working in community programmes for socio-economic and rural development.

- Experience in:
 - Conducting livelihoods assessments at community level;
 - Conducting needs assessment surveys,
 - Delivering trainings, skills and innovations,
 - Developing livelihoods-related training modules
- Concurrent 10 years' experience in design, supervision, training and coaching staff in livelihood programming and results-based management
- Be familiar with and demonstrate competence in the development of proposals, needs assessment surveys, monitoring and evaluation plans, and gender equality strategies and action plans for funding and support.
- Five (5) years' as part of the 10 years' experience as LR Specialist in planning/coordination/conducting workshops and assessment of potential projects, develop recommendations of detailed technical and economic models for implementation of selected projects.
- An understanding of community-based small enterprises and experience in working with the rural communities.
- Have five years' experience in the use of financial management models for rural businesses both from an administrative and reporting perspective.
- Five (5) years' experience in providing capacity, development support, performance management for staff under his/her supervision and local partners to achieve maximum performance.

5 Duration for the Assignment

The total duration for the assignment is **three (3) years** or **thirty-six (36) calendar months**.

The Consultant shall be required to prepare a detailed work plan of the activities and resources to show how the proposed timelines will be met.

The Programme shall reference interdependencies between tasks/sub-tasks. All tasks and sub-tasks shall be allotted a fixed duration. There shall be no "open-ended" tasks.

The Consultant's level of effort should be expressed as time inputs. Level of effort given in hours (person-hours) for each task/sub-task and must be shown in the form of a work breakdown structure.

6 Submission of EOIs

The Lesotho Highlands Development Authority (LHDA) invites eligible individuals /private consultants to indicate their interest in providing the services for **Contract LHDA No. 1800: Provision of Consultancy Services (Individual Consultant): Livelihood Restoration Specialist.**

Expressions of Interest must be submitted in English and in written form to the address below (in person, by mail/courier) by the 19 July 2024 at 12H00 (Lesotho Standard Time) and should be clearly marked "Contract LHDA No. 1800 : **Expression of Interest for the Provision of Consultancy Services (Individual Consultant): Livelihood Restoration Specialist.**

Interested consultants may also obtain further information at the address below from 09:00 to 15:00 (South Africa 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

7 Contents of Expression of Interest (EOI) Submission

- 7.1 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).
- 7.2 Expression of Interest Details** (Attachment 1) – Completed Expression of Interest details as per the instructions provided.
- 7.3 Specific Experience Details** (Attachment 2) – Completed Specific Experience details as per the instructions provided.
- 7.4 Consultant's Qualifications & Experience** (Attachment 3) – Completed details of the Consultant's CV, as per the instructions provided and the Consultant's experience.
- 7.5 Certified copies of Company Registration Certificates, if applicable.**
- 7.6 Letter(s) of Good Standing/Bank Reference Letter.**
- 7.7 Certified copies of tax clearance certificate(s), if applicable.**

8 Evaluation Criteria and Shortlisting

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

Table 1: Evaluation Criteria

Competencies/ Skills	Description	Score(%)
Education	A Masters' Degree or above preferably in a development-related field, Social Sciences or Business Management	15
Experience	<ul style="list-style-type: none"> • Overall 10-years' experience of working as LR Specialist with development and management of LR programmes within major development projects. • Experience in scoping and determination of resources requirement (both human and financial) for setting up a business unit. 	20
	Experience with; (1) conducting livelihoods assessments at the community level; (2) needs assessment surveys, (3) delivering trainings skills and innovations; (4) developing livelihoods-related training modules	5
Project design	Concurrent 10 years' experience together with experience as LR Specialist in project design, supervision, training and coaching staff in livelihood programming and results-based management	10
	Be familiar and demonstrate competence with development of proposals, needs assessment surveys, monitoring and evaluation plans, and gender equality strategies and action plans for funding and support.	5
Systems development and reporting	Five (5) years' experience as part of experience as LR Specialist in planning/coordination/conducting workshops and assessment of potential projects, develop	10

	recommendations of detailed technical and economic models for implementation of selected projects.	
Community mobilization & communication skills	An understanding of community-based small enterprises and experience in working with the rural communities	5
Financial management systems and reporting	Have five (5) years' experience in the use of financial management models for rural businesses both from an administrative and reporting perspective	10
Capacity development & mentoring	10 years' experience in providing capacity development support, motivating and encouraging staff under his/her control and local partners to achieve maximum performance	10
Development of technical & economic models	Five (5) years' experience counted together with experience as LR Specialist in planning/coordination/conducting workshops and assessment of potential projects, develop recommendations of detailed technical and economic models for implementation of selected projects.	10

For the Expressions of Interest submissions meeting a minimum score of 70 points, a maximum of six (6) of the highest ranked Consultants will be shortlisted. This shortlist will be published on the LHDA website.

Only the short-listed Consultants will be required to be available for online interviews, if required by the Client. The online interviews will be used to confirm the information provided in the Consultant's submission and will be used to identify the preferred Consultant.

LHDA reserves the right to accept or reject all or any application, or to annul the expressions of interest at any time without incurring any liability to any applicant.

9 Eligibility

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 Consultant 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.

10 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 Consultant's understanding of his/her role.

2. Project Approach / Methodology

- Description of how and/or what techniques the Consultant proposes to do and/apply to undertake the assignment.

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. Consultant's responsibility on the project:	
4. Firm on whose behalf the Consultant performed the work, (Consultant 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: Consultant's Qualification & Experience

Details of specific experience must follow the structure below.

Consultant's Experience & CV

- Provide CV using the format below.
- The CV must include the original signature of the Consultant.
- 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 _____
2024.

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 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:

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.