

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



LESOTHO HIGHLANDS WATER PROJECT

REQUEST FOR QUOTATION FOR

CONTRACT LHDA No.: 2205

DESIGN AND BUILD CONTRACT FOR MOLIKALIKO LECSA CHURCH

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

November 2025

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.

The impounding of the Mohale Dam resulted in the inundation of Molikaliko Church and school buildings which belonged to the Lesotho Evangelical Church of Southern Africa (LECSA). In accordance with the provisions of the LHDA Compensation Policy of 1997 (as amended), LHDA is obliged to compensate LECSA for the inundated church structure and the school building. The school building has since been built and only the church structure is outstanding.

The LHDA intends to proceed with the construction of the Molikaliko LECSA Church building with a total floor area not exceeding 133 m² in accordance with the Compensation Policy.

2. INVITATION

LHDA therefore invites suitably qualified and experienced Category B and above Building Contractors as categorized by Building Design Services (BDS) to submit tenders for the design and construction supervision of the Molikaliko LECSA Church building and ablutions.

A mandatory pre-tender meeting and site visit are scheduled for the 03 December 2025 at 10:30 at Mohale Operations Building.

3. OBJECTIVE OF ASSIGNMENT

The objective of the assignment is to source both design and construction services (Design and Build) for the architectural design and construction of the Molikaliko Church for the Lesotho Evangelical Church of Southern Africa (LECSA) as compensation for the Molikaliko LECSA Church that was inundated as a result of the impoundment the Mohale Dam. The said church shall be built within the Likalaneng Primary School site, in the Mohale area.

4. CONTRACT CONDITIONS

The General Conditions of Contract is FIDIC Short Form of Contract, First Edition 1999.

5. GENERAL SCOPE OF SERVICES TO BE PROVIDED

The general scope of work to be provided under the design and build contract include project management, design incorporating health, safety and

environmental aspects, construction and defects rectification over a period of one year after the completion of the works. The Contractor shall also ensure compliance with statutory requirements such as assisting the Client (LHDA) to obtain a building permit and addressing the issues of health and safety. The services for the assignment have been divided into three (3) stages, namely:

Stage 1: Preliminary and Detailed Design

Stage 2: Construction Works

Stage 3: Project Close-out and Defects Rectification

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

4.1 Design of the Church

The Contractor will assemble a team of built environment professionals, comprised of an Architect, a Structural/Civil Engineer and Electrical Technician, who shall carry out the reconnaissance site visit for familiarising themselves with the prevailing site conditions such as topography, founding conditions and proximity of utilities. Following the reconnaissance site visit the team shall commence with the Architectural designs, civil/structural designs and electrical designs. The designs shall be carried out in two stages as follows;

4.1.1 Preliminary Design

The preliminary design shall entail the development of conceptual designs of a church building not exceeding a total floor area of 133m² which shall be developed following the reconnaissance site visit and due consultation with LECSA and the LHDA.

In addition to the church structure, contractor will be required to build two Ventilated Improved Pit (VIP) latrine ablution blocks for male and females, build in accordance with DRWS Latrines for Schools. Each block will have four latrines, one which will be for disabled persons. The latrines do not form part of the total area.

The church building shall have electrical installations. The superstructure should be built with concrete blocks, but other materials such as bricks and stones can also be minimally used to enhance the aesthetics of the building.

The Contractor's design team shall be required to present the conceptual and preliminary designs with cost estimates to the LHDA and LECSA for their comments and acceptance. The VIP latrines shall at a minimum, be built in accordance with the Department of Rural Water Supply (DRWS) standards.

4.1.2 Detailed Design

Following acceptance of the preliminary designs, the Contractor will be required to produce final/detailed designs. The detailed design stage will include finalisation of architectural designs, structural and foundation designs, and electrical installation design. The designs will also include final cost estimates and shall be submitted and presented to the LHDA and LECSA for their acceptance. This task shall only be deemed to be complete upon formal acceptance of the designs by both LECSA and the LHDA. The acceptance of the design by LHDA and LECSA does not remove liability for the design and subsequent construction from the Contractor.

The tenderers are invited to note specifically that the foundation conditions of the site are not favourable, from a stability and moisture regime perspective. The Civil/Structural Engineer should therefore carefully assess the site and then propose suitable foundations that will carry the loads imposed by the structure without structural failure. In making the proposal for the foundations, consideration should be given to a wide range of ground improvement techniques which includes but are not limited to the replacement of in-situ soil with selected materials compacted to the specified density, the use of stone columns, or the use of raft foundations. Inclusion of geosynthetics to enhance the performance of the foundation by controlling the moisture or seepage water may be warranted. Tenderers are therefore advised to take note that the ground improvements and foundations may contribute significantly to the overall project costs.

4.2 Construction Works

The Contractor is required to provide a construction team and other resources for execution of construction works based on the approved design, specification and the country's statutory requirements. As early as during the tender submission, the Contractor should provide details of

1. the key construction personnel,
2. plant and
3. other resources that may be required for construction
4. provide details of the construction methodologies that he/she will make use of taking into consideration
 - a. the site conditions,
 - b. project location, and
 - c. how he/she will address the issue of hiring unskilled labour around the project area.
5. provide a realistic programme and
6. cost break down of major items such as
 - a. earthworks,
 - b. foundations,
 - c. walls,
 - d. plastering,
 - e. floor slab,

- f. roofing,
- g. glazing and
- h. finishes etc.

This breakdown will form the basis for interim payments.

The Contractor shall ensure compliance with the requirements of Health and Safety in all his construction activities. The Contractor will therefore be required to carry out site-specific risk assessments and then prepare a Health and Safety Plan that will be approved by LHDA. The Contractor will also be required to include in his team a Safety Officer, who must demonstrate knowledge and experience of enforcing safe practices on a construction site. LHDA will monitor the construction progress and compliance through monthly progress meetings and ad-hoc meetings. The Contractor will therefore prepare Monthly Reports on site progress and other contractual obligations.

4.3 Project Close-out and Defects Rectification

At the end of the project, a joint inspection will be conducted by LHDA, LECSA and the Contractor. When LHDA and LECSA are satisfied that the Contractor has completed the scope of work and the contractual requirements, the facilities will be taken over by LECSA, which will mark the beginning of the Defects Notification Period (DNP). The Client will also issue a Taking Over Certificate at the start of the DNP, which will have a record of all the minor defects that have been noted by the parties. Fifty percent (50%) of the retention money will be released at the start of the DNP. The Contractor shall be required to remedy the defects listed at taking over, during the one-year DNP.

The Client shall monitor the remedying of the defects during the Defects Notification Period. At the end of the DNP, another joint inspection will be carried out by the parties to ensure that all the defects have been remedied together with any that may have emerged during the DNP. Upon the satisfactory remedying of all defects and the submission of the detailed completion reports and as-built drawings by the Contractor, a Performance Certificate will be issued to the Contractor. Following the issuance of the Performance Certificate, the balance of the retention moneys will be released. The final payment certificate will also be submitted by the Contractor, and the Performance Guarantee will be released.

6. FACILITIES TO BE PROVIDED BY THE CONTRACTOR

The Contractor shall provide all necessary resources for the execution of these works.

7. DELIVERABLES

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

1. Conceptual Design Report.
2. Preliminary Drawings.
3. Final Design Drawings.
4. Project Cost Estimate.
5. Building Permit.
6. Design Completion Report.
7. Monthly Progress reports
8. Project Completion Report
9. As-Built Drawings

8. STRUCTURE OF THE QUOTATION

The response to this RFQ should comprise the following:

1. detailed financial proposal (quotation)
 - a. The Contractor's financial proposal should cover all aspects such as fees for staff, overheads, including monthly meetings on site and costs of construction
2. a brief, detailing the methodology and resources to be used in executing the assignment.
 - a. The brief should be concise and clear so that it can be established if the Contractor understands the assignment.
 - b. The experience of both the company and
 - c. 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 Contractor who does not demonstrate capability as inferred from the brief will not be considered for award even if their price is the lowest.

It is important to note that the Contractor will be required to comply with the LHWP Anti-Corruption Policy, as given in Annexure 1 and the Lesotho Tax laws, as given in Annexure 2 – Tax Requirements.

The successful Contractor shall be required to provide a Performance Guarantee amounting to 10% of project cost, from a reputable financial services provider. Further the Contractor should note that deductions of 10% of the invoiced amounts (interim payment certificate) will be made from every payment to a limit of 10% of the Contract Price.

9. SELECTION CRITERIA

The evaluation of tenders 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	Tender Presentation	3
	Proposal that is clear, Complete, and conforms with the requirements of this RFQ	1 1 1
2	Team Qualifications and Company Experience	35
2.1	Team Qualifications <ul style="list-style-type: none"> a. Architect/Project Manager - Degree, with a minimum of five (5) years of relevant experience. b. Structural/Civil Engineer – Degree with a minimum of five (5) years of experience in structural and foundation design. c. Construction Foreman – Certificate in Bricklaying or Carpentry with 15 years of experience overseeing construction of residential and industrial buildings. c. Electrical Technician – Diploma in either electrical installation or electrical engineering with a minimum of eight (8) years of relevant experience plus wireman’s license from Lesotho Electricity Company d. Construction Supervisor – Diploma in Construction Management or equivalent plus 10 years of experience in construction of residential and industrial buildings. e. SHE Officer – Certificate in health and safety plus 5 years of relevant experience. 	6 5 3 3 4 3
2.2	Company Experience The Company should have experience in projects of similar nature and magnitude. A minimum of five projects which include a commercial/business building are required. The projects should demonstrate design projects and construction projects	8
2.3	References A letter of reference for each of the project listed under 2.2.	3
3	Approach and Methodology	17
3.1	Technical Approach and Methodology A Proposal should demonstrate a clear understanding of the project requirements (design & build), 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.	7
3.2	Plant Resources Truck (8 tone) TLB Concrete mixer and poker vibrator Compactors	7
3.3	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.	3
Financial Component of the Criteria		

4	A schedule of costs detailing fees and disbursements for the Project.	45
TOTAL		100

For Tenderers to have their financial proposal evaluated, they must obtain a minimum technical score of 30 marks (60%). Further, for financial proposals to be considered they must be within $\pm 25\%$ of the Engineer's estimate.

For those tenders where the financial proposal is within 25% of the Engineer's estimate, the financial component of the proposal will be evaluated using the equation below:

$$F_s = \frac{P \times 45}{P_o}$$

Where:

F_s = Score for Financial Component

P = Lowest Priced Tender

P_o = Price of the Tender being evaluated

10. SUBMISSION

Proposals should be submitted **on or before 12:00 noon on 16 January 2026** at the LHDA Tender Box at the LHDA Tower Building (formerly Lesotho Bank Tower Building) clearly marked **Quotation for Contract LHDA No. 2205 – Design and Build Contract for Molikaliko Church.**

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DESIGN AND BUILD CONTRACT FOR MOLIKALIKO CHURCH

ANNEXURE 1: 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.

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ANNEXURE 2: 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:

Companies Act no 18 of 2011.

The Income Tax Act 1993.

VAT Act 2001

The Phase II Agreement.

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.