

## REQUEST FOR EXPRESSIONS OF INTEREST

Lesotho Highlands Water Project

Contract No: **C 6028C**

Contract Name: **Provision of Professional Services for Lesotho Highlands Water Project Cumulative Environmental and Social Impact Assessment**

### **A. Background**

The Lesotho Highlands Water Project (LHWP) is a bi-lateral water transfer project between the Kingdom of Lesotho and the Republic of South Africa (RSA). The project entails harnessing the waters of the Senqu/Orange River in the Lesotho highlands through the construction of a series of dams for the mutual benefit of the two countries. Effected through the 1986 Treaty between the two countries, the project is being implemented in phases subject to water demand by RSA and feasibility. Phase I— construction of the Katse and Mohale Dams—has been completed, while Phase II is currently under construction and will include a concrete-faced rock-fill dam at Polihali, downstream of the confluence of the Khubelu and Senqu (Orange) Rivers, and a gravity tunnel that will connect the proposed Polihali Reservoir to the existing Katse Reservoir.

### **B. Project Description**

The Lesotho Highlands Development Authority (LHDA) requires the services of an Individual/Private Consultant for the **Provision of Professional Services for Lesotho Highlands Water Project Cumulative Environmental and Social Impact Assessment**.

The objective of the assignment is for the Consultant to undertake cumulative impact assessment (CIA) in accordance with the rapid cumulative impact assessment (RCIA) approach developed by the IFC (2013).

The key focus areas shall include the RCIA analysis as follows:

- To determine if the combined impacts associated with the implementation of this project compounds existing environmental impacts within its area of influence and comment on future potential impacts that may result in relation to other projects and activities (either from the past, current time, or in the future), and natural environmental drivers will result in conditions that may put the sustainability of Valued Environmental and Social Components (VECs) in the Project catchment at risk (i.e., exceed a threshold for VEC conditions that is an unacceptable outcome).
- To determine what management measures could be implemented to prevent unacceptable VEC conditions resulting from the implementation of this project, this may include additional mitigation of the proposed project, additional mitigation of other existing or predictable future projects, or other regional management strategies that could maintain VEC conditions within acceptable limits.

### C. Detailed Scope of Services

The detailed scope of services to be provided by the Consultants shall be to conduct RCIA as per IFC guidelines following the six-step process below:

1. Scoping Phase I – Determining the VECs, Spatial and Temporal Boundaries and study geographical limits based on the potential impacts identified in previous studies
2. Scoping Phase II – Investigate any other potential Activities and Environmental Drivers and how the implementation of PRAI will affect these
3. Establish Information on Baseline Status of VECs to define the state of each in the absence of the PRAI
4. Assess Cumulative Impacts on VECs
5. Assess Significance of Predicted Cumulative Impacts
6. Management of Cumulative Impacts – Mitigation and management in design and Implementation

Table 1 below shows key deliverables:

Table 1: Deliverables and milestones dates

N <sup>o</sup> .	Deliverable	Milestone Dates	
		Draft	Final
1	Inception report	8 weeks after commencement	Two (2) week after receipt of LHDA comments
2	Scoping report	16 weeks after commencement	Two (2) week after receipt of LHDA comments
Negotiations for RCIA Steps 3-6 (up to 4 weeks)			
3	VEC Baseline Report	36 weeks after commencement	Two (2) week after receipt of LHDA comments
4	Cumulative Impact Assessment and Management Report	68 weeks after commencement	Two (2) week after receipt of LHDA comments

### D. Consultant's Qualifications and Experience

Table 2 below provides a brief description of the desired personnel, qualifications and levels of experience. An evaluation of the Consultant will be based on these requirements.

Table 2: List of Key Personnel and expertise required.

<b>Key Staff</b>		
<b>No</b>	<b>Personnel</b>	<b>Qualifications and Experience</b>
1	Team Leader	Post Graduate qualifications in natural sciences, biodiversity, conservation or related field. Project Management with at least 10 years' experience in conducting impact analyses and managing multi-disciplinary teams. A minimum experience of ten (10) years in similar assignments is required.
2	Wetlands	Degree qualification in wetlands ecology/ wetlands hydrology  5 years' experience working as a wetlands ecologist.
3	Rangelands	Degree qualification in rangelands  5 years' experience working with rangeland resources
4	Terrestrial Ecology (Flora, Mammals, Birds, and Herpetology)	Degree qualification in terrestrial ecology  5 years' experience working with Southern African flora, mammals, birds, and herpetofauna.
5	River Ecosystems	Degree qualification in river ecosystems  5 years' experience working with Southern African river ecosystems.
6	Stakeholder Coordination	Degree qualification in Communications/Public Relations  5 years' experience working with Southern African communities on environmental and social initiatives
7	Senior Cumulative Impact Assessment Specialist	Relevant degree and 10 years' experience.
8	Mid-level Cumulative Impact Assessment Specialist	Relevant degree and 5 years' experience
<b>Additional Staff</b>		

No	Personnel	Qualifications and Experience
9	Cultural Heritage	Degree qualification in cultural heritage studies 5 years' experience in historical research and evaluation of cultural heritage resources.
10	Archaeology	Degree qualification in archaeology 5 years' experience working in the archaeological field in South Africa.
11	Social Development Specialist	Degree qualification in social sciences 5 years' experience working in the social field in Southern Africa.
12	Public Consultation/ Stakeholder Engagement Specialist	Degree qualification in social sciences 5 years' experience in the public participation process.
13	Engineer/Infrastructure Specialist	Degree qualification in water resources engineering 5 years' experience in design of physical structures in natural systems.

#### E. Anticipated Schedule

It is anticipated that the consultancy will commence after award and will be completed after **eighteen (18) 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 allocated a fixed duration. There shall be no "open-ended" tasks.

The Consultant's inputs should be in person-hours for each task/sub-task and must be shown in the form of a work breakdown structure.

#### F. 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. 6028C: Provision of Professional Services for Lesotho Highlands Water Project Cumulative Environmental and Social Impact Assessment**.

Expressions of Interest must be submitted in English and in written form to the address below (in person, or by mail/courier) by the **24 January 2025 at 12H00** (Lesotho Standard Time) and should be clearly marked “**Contract LHDA No. 6028C: Expression of Interest for the Provision of Professional Services for Lesotho Highlands Water Project Cumulative Environmental and Social Impact Assessment**”.

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. However, interested consultants are advised that the LHDA will be closed for business from **20 December 2024 until 02<sup>nd</sup> January 2025** during which period they will not be receiving any further information.

**Address for information and submission of Expressions of Interest:**

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

**E-mail:** [procurement@lhda.org.ls](mailto:procurement@lhda.org.ls)

**G. Contents of Expression of Interest (EOI) Submission**

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

**H. Evaluation Criteria and Shortlisting**

A numerical assessment of each timely and correctly submitted EOI will be performed against the Evaluation Criteria included in Table 3, below. Only information provided in the EOI submission will be considered in the evaluation.

Table 3: Evaluation Criteria

<b>Consultant's Relevant Experience</b>		
Experience on projects of similar scope and size <ul style="list-style-type: none"> <li>• The evaluation will consider the nature of the reference projects, scope of services provided, and Employer/Client references.</li> <li>• Projects shall be directly linked to proposed key staff.</li> <li>• Points will be deducted for failure to include Client references.</li> </ul>		<b>30</b>
International Experience on similar projects <ul style="list-style-type: none"> <li>• Experience in Lesotho and/or South Africa – 5 points, or</li> <li>• Other experience in southern Africa (SADC) – 3 points, or</li> <li>• Experience in Africa – 2 points, or</li> <li>• Other experience in developing countries with similar physical and institutional conditions – 1 point</li> </ul>		<b>5</b>
<b>Team Composition</b>		
<b>Key Staff</b>	<b>Qualifications and Experience</b>	<b>Score (%)</b>
Team Leader	Post Graduate qualifications in natural sciences, biodiversity, conservation or related field. Project Management with at least 10 years' experience in conducting impact analyses and managing multi-disciplinary teams. A minimum experience of ten (10) years in similar assignments is required.	<b>15</b>
Wetlands	Degree qualification in wetlands ecology/wetlands hydrology  5 years' experience working as a wetlands ecologist.	<b>6</b>
Rangelands	Degree qualification in rangelands  5 years' experience working with rangeland resources	<b>6</b>
Terrestrial Ecology (Flora, Mammals, Birds, and Herpetology)	Degree qualification in terrestrial ecology  5 years' experience working with Southern African flora, mammals, birds, and herpetofauna.	<b>6</b>
River Ecosystems	Degree qualification in river ecosystems  5 years' experience working with Southern African river ecosystems.	<b>6</b>

Stakeholder Coordination	Degree qualification in Communications/Public Relations	6
	5 years' experience working with Southern African communities on environmental and social initiatives	
Senior Cumulative Impact Assessment Specialist	Relevant degree and 10 years' experience.	15
Mid-level Cumulative Impact Assessment Specialist	Relevant degree and 5 years' experience	5
<b>Total</b>		<b>100</b>

For the Expressions of Interest submissions meeting a minimum score of 75 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 provided a Request for Proposal (RFP) package for submission of proposals, using two-envelope approach (one envelope containing the Technical and Management Proposal and the second envelope containing Financial Proposal). The award of contract is subject to prior review and approval by the LHDA.

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.

#### **I. Ineligibility**

Any Expression of Interest received after the deadline will automatically be rejected even if the postmark indicates a date preceding the deadline or if the delay is due to the mail service.

Any 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.

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#### **J. 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 the work to be performed by the Consultant.



## 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 4: 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:
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