

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



**LESOTHO HIGHLANDS WATER PROJECT**

**REQUEST FOR PROPOSALS FOR**

**CONTRACT LHDA No. 1392**

**PROVISION OF SECURITY SERVICES FOR LHDA PROJECT SITES**

LHDA  
Lesotho Bank Tower  
Kingsway  
Maseru, Lesotho

August 2024

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**LESOTHO HIGHLANDS WATER PROJECT**

**REQUEST FOR PROPOSALS FOR  
CONTRACT LHDA No. 1392**

**PROVISION OF SECURITY SERVICES FOR LHDA PROJECT SITES**

**SECTION 1 – LETTER OF INVITATION**

LHDA  
Lesotho Bank Tower  
Kingsway  
Maseru, Lesotho

August 2024

Our Reference: **Contract LHDA No.: 1392**

Date: August 2024

Title: **REQUEST FOR PROPOSALS FOR PROVISION OF  
SECURITY SERVICES FOR LHDA PROJECT SITES  
LETTER OF INVITATION**

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Dear Sir/Madam

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. LHDA has its Head Office based in Maseru, at the Lesotho Bank Tower (LBT), which property is owned by LHDA.

LHDA requires the services of a **Lesotho National Company/Firm, as defined in Article 1 of Phase II Agreement**, for the **Provision of Security Services throughout the LHDA Project Sites.**

You are hereby invited to submit Technical and Financial Proposals for the **Provision of Security Services for the LHDA Project Sites. Please note that there are 5 lots to bid for: Lot 1 Maseru, Lot 2 Mohale, Lot 3 Katse, Lot 4 'Muela, and Lot 5 Polihali.** This proposal may form the basis for future negotiations and, ultimately, a contract between your firm and the Lesotho Highlands Development Authority (LHDA). More details on the specific services to be provided are included in the Scope of Services (**Section 3**).

A firm will be selected using the evaluation criteria described in this RFP.

The RFP includes the following documents:

1. Section 1 – Letter of Invitation
2. Section 2 – Standard Instructions to Bidders and Data Sheet
3. Section 3 – Scope of Services
4. Section 4 – Technical Proposal - Standard Forms
5. Section 5 – Financial Proposal - Standard Forms
6. Section 6 – LHWP Anti-Corruption Policy
7. Section 7 – Evaluation Criteria
8. Section 8 – Agreement
9. Section 9 – Particular Conditions of Contract

- 10. Section 10- General Conditions of Contract
- 11. Section 11 -Tax Requirements

Key dates with regard to submissions of proposals are as follows:

<b>Description</b>	<b>Date</b>	<b>Time</b>
Pre-Proposal Meeting and Site Visit	24 <sup>th</sup> – 28 <sup>th</sup> February 2025	09:00
Deadline for submission of requests for clarification from LHDA	07 <sup>th</sup> March 2025	14:00
Last date for issuance of clarifications by LHDA	14 <sup>th</sup> March 2025	
Deadline for submission of Proposals (Closing Date)	03 <sup>rd</sup> April 2025	14:00 Hrs
Contract Negotiations	30 <sup>th</sup> April 2025	
Notification of Award	12 <sup>th</sup> May 2025	
Contract Signing	19 <sup>th</sup> April 2025	
<b>Commencement Date</b>	<b>1<sup>st</sup> July 2025</b>	

Yours faithfully

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**Mr. Tente Tente**  
**Chief Executive**

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



**LESOTHO HIGHLANDS WATER PROJECT**

**REQUEST FOR PROPOSALS FOR  
CONTRACT LHDA No. 1392**

**PROVISION OF SECURITY SERVICES FOR LHDA PROJECT SITES**

**SECTION 2 – STANDARD INSTRUCTIONS TO BIDDERS**

LHDA  
Lesotho Bank Tower  
Kingsway  
Maseru, Lesotho

August 2024



## SECTION 2A – STANDARD INSTRUCTIONS TO BIDDERS

### A. GENERAL PROVISIONS

- 1. Definitions**
- (a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Bidder.
  - (b) “Applicable Guidelines” means the policies of the Lesotho Highlands Development Authority (LHDA) governing the selection and Contract award process as set forth in this RFP.
  - (c) “Applicable Law” means the laws and any other instruments having the force of law in the Kingdom of Lesotho.
  - (d) “Bidder” means a legally established company/firm or an entity that submits a Proposal to provide the Services to the Client under the Contract.
  - (e) “Client” means the Lesotho Highlands Development Authority (LHDA).
  - (f) “Consultant” means the company/firm named in the Agreement, who is employed by the Client to perform the Services, and legal successors to the Consultant and permitted assignees.
  - (g) “Contract” means a legally binding written agreement signed between the Client and the Bidder and includes all the attached documents listed in the General Conditions of Contract (GCC), the Particular Conditions, and the Appendices.
  - (h) “Data Sheet” means an integral part of the Standard Instructions to Bidders Section 2 that is used to reflect specific conditions of the assignment to supplement, but not to over-write, the provisions of the Instructions.
  - (i) “Day” means a calendar day.
  - (j) “Experts” means, collectively, Key Staff, Support Staff, or any other personnel of the Bidder, Sub-consultant or Joint Venture member(s).
  - (k) “Government” means the government of the Kingdom of Lesotho.
  - (l) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Bidder where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where

the members of the JV are jointly and severally liable to the Client for the performance of the Contract.

- (m) “Key Staff” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Bidder’s Proposal.
- (n) “Instructions” (this Section 2 of the RFP) means the Standard Instructions to Bidders that provide the Bidders with all information needed to prepare their Proposals.
- (o) “LOI” (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted or interested Bidders.
- (p) “Programme” means a linked bar (Gantt) chart showing the start and finish dates, interdependencies, and resources of the activities required to execute the Services and works.
- (q) “Proposal” means the Technical Proposal and the Financial Proposal of the Bidder.
- (r) “RFP” means the Request for Proposals to be prepared by the Client for the selection of Bidders.
- (s) “Services” means the work to be performed by the Bidder pursuant to the Contract.
- (t) “Sub-consultant” means an entity to whom the Bidder intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.
- (u) “Support Staff” means an individual provided by the Bidder or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- (v) “SoS” (Section 3 of the RFP) means the Scope of Services that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

## **2. Introduction**

2.1. The LHDA intends to select a Consultant using the Quality and Cost Based selection method.



- 2.2. Bidders are invited to submit a Technical Proposal and a Financial Proposal for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Bidder.
- 2.3. The Bidders should familiarize themselves with the local conditions and consider them in preparing their Proposals; including attending a site visit and a pre-proposal conference if specified in the **Data Sheet**. Attending any such pre-proposal conference and site visit is compulsory and is at the Bidders' expense.
- 2.4. The Client will provide, at no cost to the Bidders, the inputs, relevant project data, and reports required for the preparation of the Bidder's Proposal as specified in the **Data Sheet**.

### **3. Conflict of Interest**

- 3.1. The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.
- 3.2. The Bidder has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of the Client. Failure to disclose such situations may lead to the disqualification of the Bidder or the termination of the Contract.
  - 3.2.1. Without limitation on the generality of the foregoing, the Bidder shall not be hired under the circumstances set forth below:
    - (i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or

works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

(ii) Conflict among consulting assignments: a Bidder (including its Key Staff and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Bidder for the same or for another Client.

(iii) Relationship with the Client's staff: a Bidder (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Client, or /is directly or indirectly involved in any part of (i) the preparation of the Scope of Services for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the LHDA throughout the selection process and the execution of the Contract.

**4. Unfair Competitive Advantage**

4.1. Fairness and transparency in the selection process require that the Bidders or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question.

**5. Eligibility Restrictions and Prohibitions**

5.1. The LHDA requires compliance with the Lesotho Highlands Water Project's Anti-Corruption Policy included in Section 6 of the RFP.

5.2. Conflict of interest means: Any actual, potential or apparent conflict between:

a. Any person involved with the Lesotho Highlands Water Project in connection with their duties, and

b. The private interests of that person, related parties, their business associates, organizations with which they are associated, or any individual or organization with whom that person is negotiating,

or has any arrangement concerning prospective employment; or

- c. Any person appointed by the Lesotho Highlands Water Project, including Directors, who may have any actual, potential, or apparent conflict with any other entity that is tendering for, or involved with the Lesotho Highlands Water Project.

In substantiation of this definition, an interest is either a direct interest as set out in Clause 5.3 or one of the five indirect interests as set out in Clause 5.4.

5.3. Direct Interest means:

A reasonable likelihood that the circumstances of that person referred to in 5.2(a), be it natural or juristic, would be directly altered if a matter is decided in a particular way, including, but not limited to, a reasonable likelihood that:

- a. the person will receive a direct financial benefit or loss;
- b. the patrimonial amenity (family relation) of the person will be directly affected.

5.4. Indirect Interest means:

One, or more, of the following between the parties mentioned in either 5.2(a) and (b); or 5.2(c):

- a. a close relationship or association;
- b. indirect financial interest;
- c. conflicting duty;
- d. receipt of a gift; or
- e. becoming an interested party.

As part of the Consultant's Proposal, the Consultant, its staff, sub-consultants, agents and servants must declare whether or not they have a conflict of interest arising from their participation in the Project, as defined. In regard, the Consultant shall sign a Conflict of Interest declaration to be submitted in accordance with the Consultant's Proposal. The Bidder shall be deemed ineligible should any of the following conflict of interests, restrictions or prohibitions apply to the Bidder or its staff:

- a. Conflict between consulting activities and procurement of goods, works or non-consulting services for LHWP.
  - b. A close business or family relationship with a member of staff or Board of Directors of the Client, involved in any part of (i) the preparation of the Scope of Services for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the LHDA.
- 5.5. The Bidder must comply with the LHWP Anti-Corruption Policy. Failure to declare any potential issue in terms of the LHWP Anti-Corruption Policy and conflict of interest provisions as set out above in Clause 5.2, shall be grounds for disqualification.
- 5.6. Government officials and civil servants of the Kingdom of Lesotho, the Republic of South Africa, and state-owned entities are not eligible to be included as Personnel in the Bidder's Proposal unless such engagement does not conflict with any employment or other laws, regulations, or other policies of the Kingdom of Lesotho, and they provide written evidence of approval from their head of department.

## 6. Eligibility

- 6.1. The LHDA permits Bidders (individuals and firms, including Joint Ventures and their individual members) from **Lesotho** to offer consulting services.
- 6.2. Furthermore, it is the Bidder's responsibility to ensure that its Experts, Joint Venture members, Sub-consultants, agents (declared or not), service providers, suppliers and/or their employees meet the eligibility requirements as established by the LHDA.
- 6.3. As an exception to the foregoing Clauses 6.1 and 6.2 above:

A firm or an individual sanctioned by the LHDA or the Funder (if applicable) in accordance with the above Clause 5.1 shall be ineligible to be awarded any contracts under the Lesotho Highlands Water Project (LHWP), or to benefit from any LHWP contracts, financially or otherwise, during such period of time as the LHDA shall determine.

## **7. Prohibitions**

7.1. Firms and individuals of a country or services or goods manufactured in a country may be ineligible:

7.1.1. as a matter of law or official regulations, if the Kingdom of Lesotho prohibits commercial relations with that country; or

7.1.2. by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Kingdom of Lesotho prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

## **8. Restrictions for Government-owned Enterprises**

8.1. Government-owned enterprises or institutions in the Kingdom of Lesotho shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) that they are not dependent agencies of the Client.

8.2. To establish eligibility, the government-owned enterprise or institution should provide all relevant documents (including its charter) sufficient to demonstrate that it is a legal entity separate from the government; it does not currently receive any substantial subsidies or budget support; it is not obligated to pass on its surplus to the government; it can acquire rights and liabilities, borrow funds, and can be liable for repayment of debts and be declared bankrupt; and it is not competing for a contract to be awarded by the government department or agency which, under the applicable laws or regulations, is its reporting or supervisory authority or has the ability to exercise influence or control over it.

## **9. Restrictions for public employees**

Government officials and civil servants of the Kingdom of Lesotho are not eligible to be included as Experts in the Bidder's Proposal unless such engagement does not conflict with any employment or other laws, regulations, or other policies of the Kingdom of Lesotho, and they are on leave of absence without pay, or have resigned or retired; are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring.

a. in case of resignation or retirement, the period must be at least 6 (six) months, or the period established by statutory provisions applicable to civil servants or government employees in the Kingdom of Lesotho, whichever is longer.

- b. Experts who are employed by the government-owned universities, educational or research institutions are not eligible unless they have been full time employees of their institutions for a year or more prior to being included in Bidder's Proposal; and their hiring would not create a conflict of interest.

**B. PREPARATION OF PROPOSALS**

- |  |   |
|--|---|
| <b>10. General Considerations</b>            | 10.1. In preparing the Proposal, the Bidder is expected to examine the RFP in detail. Deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.   |
| <b>11. Cost of Preparation of Proposal</b>   | 11.1. The Bidder shall bear all costs associated with the preparation and submission of its Proposal. The Client is not bound to accept any proposal, and reserves the right to annul the process at any time prior to Contract award, without thereby incurring any liability to the Bidder.   |
| <b>12. Language</b>                          | 12.1. The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Bidder and the Client, shall be written in the English language.   |
| <b>13. Documents Comprising the Proposal</b> | <p>13.1. The Proposal shall comprise the documents and forms listed in the <b>Data Sheet</b>.</p> <p>13.2. The Bidder shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 5) in accordance with the Lesotho Highlands Water Project's Anti-Corruption Policy (Section 6).</p>  |
| <b>14. Restrictions</b>                      | <p>14.1. Bidder shall not propose alternative key staff. Only one CV shall be submitted for each Key Staff position. If a Bidder, submits more than one CV for any key staff position, the Bidder will be requested to confirm which CV is to be considered. Failure to comply with this requirement may make the proposal non-responsive and the bid scoring zero for such key staff.</p> <p>14.2. The Bidder (including the individual members of any Joint Venture and sub-consultants) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Bidder, including any Joint Venture member or sub-consultant, submits or participates in more than one proposal, they will be</p> |

requested to confirm, in writing, in which proposal they will be participating in.

This does not, however, preclude the Bidder's Support Staff from participating in more than one proposal. Key Staff appearing in more than one (1) proposal, except for those specialist positions (if any) identified in the **Data Sheet**, will be requested to confirm, in writing, in which proposal they will be participating.

**15. Proposal Validity**

- 15.1. The **Data Sheet** indicates the period during which the Bidder's Proposal must remain valid after the proposal submission deadline.
- 15.2. During this period, the Bidder shall maintain its original Proposal without any change, including the availability of the Key Staff, the proposed rates and the total price.
- 15.3. If it is established that any Key Staff nominated in the Bidder's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with Clause 5 of these Instructions.

**16. Extension of Validity Period**

- 16.1. The Client will make its best effort to complete the negotiations within the validity period. However, should the need arise, the Client may request, in writing, all Bidders who submitted proposals prior to the submission deadline to extend their validity.
- 16.2. If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Staff.
- 16.3. The Bidder has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be evaluated further

**17. Substitution of Key Staff**

- 17.1. Substitution of Key Staff may be cause for disqualification.

**18. Sub-Contracting**

- 18.1. The Bidder shall not subcontract more than forty percent (40%) of the Services to be provided.

**19. Clarification and Amendment of RFP**

- 19.1. The Bidder may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing,

or by electronic means as indicated in the **Data Sheet**. The Client will respond in writing, or by electronic means, and will transmit the response (including an explanation of the query but without identifying its source) to all Bidders. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

- a. At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by electronic means. The amendment shall be sent to all Bidders provided copies of the RFP and will be binding on them. Bidders shall acknowledge receipt of all amendments in writing.
- b. If the amendment is substantial, the Client may extend the proposal submission deadline to give the Bidders reasonable time to take an amendment into account in their Proposals.

19.2. The Bidder may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

**20. Preparation of Proposals – Specific Considerations**

20.1 While preparing the proposal, if a Bidder considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so if permitted in the Data Sheet.

**21. Technical Proposal Format and Content**

21.1. The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information shall be declared non-responsive and shall be disqualified.

21.2. The Bidder is required to submit its Proposal using the Standard Forms provided in Section 4 of the RFP.

**22. Financial Proposal**

22.1. The Financial Proposal shall be prepared using the Standard Forms provided in Section 5 of the RFP. It shall list all costs associated with the assignment, including

- (a) Remuneration for Key Staff and Support Staff,
- (b) Reimbursable expenses.



**23. Price Adjustment**

- 23.1. For assignments with a duration exceeding eighteen (18) months, escalation for foreign and/or local inflation for remuneration rates applies if so stated in the **Data Sheet**.

**C. SUBMISSION, OPENING AND EVALUATION**

**24. Submission, Sealing, and Marking of Proposals**

- 24.1. The Bidder shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 13 (Documents Comprising Proposal). The submission shall be made as specified in the **Data Sheet**.
- 24.2. An authorized representative of the Bidder shall sign the original submission letters in the required format for both the Technical Proposal and the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney or Board Resolution attached to the Technical Proposal. Failure to sign the Bid shall render the Bid non-responsive and result in the Bidder being disqualified
- 24.3. A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.
- 24.4. Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Proposal.
- 24.5. The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.
- 24.6. The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "**TECHNICAL PROPOSAL**", "[Provision of security services]", reference number, name and

address of the Bidder, and with a warning “**Do Not OPEN UNTIL [03<sup>RD</sup> APRIL, 2025 14:00HRS].**”

- 24.7. Similarly, the original Financial Proposal shall be placed inside of a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” followed by the name of the assignment, reference number, name and address of the Bidder, and with a warning “**Do Not OPEN WITH THE TECHNICAL PROPOSAL.**”
- 24.8. The sealed envelopes containing the Technical and Financial Proposals shall be placed in one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Bidder’s name and the address, and shall be clearly marked “**Do Not OPEN BEFORE [03<sup>RD</sup> APRIL 025]**”.
- 24.9. If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.
- 24.10. The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Client no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.

## **25. Confidentiality**

- 25.1. From the time the proposals are opened to the time the Contract is awarded, the Bidder should not contact the Client on any matter related to its Technical or Financial Proposal. Information relating to the evaluation of proposals and award recommendations shall not be disclosed to the Bidders who submitted the proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.
- 25.2. Any attempt by Bidders or anyone on behalf of the Bidder to influence improperly the Client in the evaluation of the proposals or Contract award decisions may result in the rejection of its Proposal.

25.3. Notwithstanding the above provisions, from the time of the proposals' opening to the time of Contract award publication, if a Bidder wishes to contact the Client on any matter related to the selection process, it should do so only in writing.

**26. Opening of Technical Proposals**

26.1. The Client's evaluation committee shall conduct the opening of the Technical Proposals. Bidders are not required to attend. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored until they are opened in accordance with Clause 29 of these Instructions.

**27. Proposals Evaluation**

27.1. Proposals will be evaluated technically, financially and on the margin of preference, if so stated in the **Data Sheet**.

Preference shall be given to suppliers of goods and services, including consultants and contractors, in Lesotho, South Africa, the Southern African Development Community member states and then internationally, in that order, provided that all procurement processes foster competitiveness, transparency, cost effectiveness and quality.

27.2. Subject to provision of Clause 21.1 of these Instructions, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

27.3. The Bidder is not permitted to alter or modify its Proposal in any way after the proposal submission deadline. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

**28. Evaluation of Technical Proposals**

28.1. The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Scope of Services and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in Section 7. Each responsive proposal will be given a technical score. A proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in Section 7.

28.2. The Client may request any additional information, clarification and/or verification in respect of any item

contained in the bids from any of the bidders. Bidders shall be obliged to respond to such request for clarification within such timeframes as may be specified by the Client.

**29. Opening of Financial Proposals**

- 29.1. After the technical evaluation is completed, the Client will notify those Bidders whose Proposals were considered non-responsive to the RFP or did not meet the minimum qualifying technical score that their Financial Proposals will be returned unopened after completing the selection process and Contract signing.
- 29.2. The Financial Proposals shall be opened by the Client's evaluation committee. The Financial Proposals will be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices recorded.

**30. Correction of Errors**

- 30.1. Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections will be made to the Financial Proposal.

**31. Time-Based Contracts**

- 31.1. If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the

Financial Proposal to the corrected quantity, and correct the total Proposal cost.

**32. Lump Sum Contract**

32.1. If a Lump-Sum contract form is included in the RFP, the Bidder is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause 33 below, specified in the Financial Proposal (Section 5A) shall be considered as the offered price.

**33. Taxes**

The Bidder and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract. Information on taxes in the Kingdom of Lesotho is detailed in Section 11.

**34. Currency**

34.1. The Bidder must express the price for its Services in the national currency (Maloti), using the selling exchange rate as per the Central Bank of Lesotho thirty (30) days prior to the date of submission of the proposals (the closing date). It should be noted that the Lesotho Loti (LSL) is equivalent (pegged one to one) to the South African Rand (ZAR).

34.2. Payment under the Contract shall be made in Maloti and one (1) other nominated convertible currency (if requested by the Bidder).

**35. Combined Quality, Preference and Cost Evaluation**

35.1. The total score is calculated by weighting the technical, preference, and financial scores and adding them as per the formula and instructions in Section 7. The Bidder achieving the highest combined score will be invited for negotiations.

**36. Disqualification**

36.1. Proposals submitted after the closing date and time will not be evaluated and will be returned to the Bidder unopened.

36.2. Bidders found to be in contravention of the Lesotho Highland Water Project's Anti-Corruption Policy will be disqualified.

36.3. Bidders who fail to attend a compulsory pre-bid meeting and/or pre-bid Inspection shall be disqualified.

36.4. Firms that are listed on the Republic of South Africa's National Treasury Database of Restricted Suppliers shall be disqualified.

- 36.5. Bidders who fail to respond to the Client's request for clarification or additional information within the time frame stated may be disqualified.

#### **D. CLARIFICATIONS/NEGOTIATIONS AND AWARD**

- 37. Clarifications / Negotiations**
- 37.1. The clarifications/negotiations will be held at the date and address indicated in the **Data Sheet** with the representative(s) of the preferred Bidder, who must have written power of attorney to negotiate and sign a Contract on behalf of the Bidder.
- 37.2. The Client will prepare minutes of clarifications/negotiations that are signed by the Client and the preferred Bidder's authorized representative.
- 37.3. If the clarifications/negotiations fail, the Client will inform the Bidder in writing and may then invite the next-ranked Bidder to negotiate a Contract.
- 38. Availability of Key Staff**
- 38.1. The invited Bidder shall confirm the availability of all Key Staff included in the Proposal as a pre-requisite to the negotiations.
- 38.2. Key Staff are required to be available for in-person interviews during negotiations, if required by the Client as indicated in the **Data Sheet**. Failure to confirm the availability of Key Staff may result in the rejection of the Bidder's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Bidder.
- 38.3. Notwithstanding the above, the substitution of Key Staff at the negotiations may only be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Bidder, including but not limited to death or medical incapacity. In such case, the Bidder shall offer a substitute Key Staff within the period of time specified in the letter of invitation to negotiate the Contract. The named substitute shall have equivalent or better qualifications and experience than the original candidate.
- 39. Conclusion of Clarifications / Negotiations**
- 39.1. The clarifications/negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the preferred Bidder's authorized representative.

**40. Award of Contract**

- 40.1. After completing the clarifications/negotiations, the Client will sign the Contract; and promptly notify the other Bidders who submitted Proposals.
- 40.2. The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

## SECTION 2B – DATA SHEET

<b>A. General</b>	
<b>Reference Clause</b>	
<b>2.2</b>	<p><b>The name of the assignment is:</b></p> <p><b>PROVISION OF SECURITY SERVICES FOR LHDA PROJECT SITES</b></p>
<b>2.3</b>	<p><b>A pre-proposal conference and Mandatory Site Visit will be held:</b> [Yes]</p> <p><i>[If “Yes”, fill in the following:]</i></p> <p>Date and place of pre-proposal conference: <u>Tower building 24<sup>th</sup> February 2025, 09:00</u></p> <p>Time: <u>09:00 (Lesotho Standard Time)</u></p> <p>Address: <u>Maseru, Lesotho</u></p> <p>Telephone: <u>(+266) 22 246 000</u> E-mail: <u>procurement@lhda.org.ls</u></p> <p>The <b>Compulsory Site Visits</b> will immediately follow the Pre-Proposal Conference, as follows:</p> <ul style="list-style-type: none"> <li>• 24<sup>th</sup> February 2025, 09:00 Tower building – Site visit of Maseru</li> <li>• 25<sup>th</sup> February 2025, 09:00 Mohale – Site visit of Mohale</li> <li>• 26<sup>th</sup> February 2025, 09:00 Likileng – Site visit of Likileng and ‘Muela</li> <li>• 27<sup>th</sup> February 2025, 09:00 Katse Operations Building – Site Visit of Katse</li> <li>• 28<sup>th</sup> February 2025, 09:00 Polihali Operations Building – Site Visit of Polihali</li> </ul> <p><b>It should be noted that Bidders are to make their own travel and accommodation arrangements.</b></p> <p>4x4 vehicles required: <b><u>Yes</u></b></p>
<b>2.4</b>	<p><b>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: <u>N/A</u></b></p>
<b>B. Preparation of Proposals</b>	
<b>13.1</b>	<p><b>The Proposal shall comprise the following:</b></p> <p><b>1<sup>st</sup> Inner Envelope with the Technical Proposal:</b></p> <p>(a) Power of Attorney to sign the Proposal &amp; the Contract</p> <p>(b) 4A: Technical Proposal Submission Form</p>



	<p>(c) 4B: Consultant’s Experience &amp; Project Data Sheets  (d) 4C: Description of Approach and Methodology  (e) 4D: Project Services and Resource Requirements  (f) 4E: Certificate of Attendance</p> <p>AND</p> <p><b>2<sup>nd</sup> Inner Envelope with the Financial Proposal:</b></p> <p>(a) 5A: Financial Proposal Submission Form  (b) 5B: Summary of Financial Proposal  (c) 5C: Breakdown of Financial Remuneration</p>
14.2	Key Staff that is permitted to participate in more than one proposal: <u>N/A</u>
15.1	<b>Proposals must remain valid for [120 days] calendar days after the proposal submission deadline (i.e. until: 03<sup>rd</sup> April 2025).</b>
19.1	<p><b>Clarifications may be requested no later than [Twenty-one days (21)] days prior to the submission deadline.</b></p> <p>The contact information for requesting clarifications is:  E-mail: <a href="mailto:procurement@lhda.org.ls">procurement@lhda.org.ls</a></p>
23.1	<p>Escalation for local inflation shall apply in accordance with the:</p> <p><b>Escalation shall be applied to the rates as per the CPI on the anniversary of the contract and taking into consideration the published minimum wage Government gazette.</b></p>
<b>C. Submission, Opening and Evaluation</b>	
24.1	<b>The Bidders shall not have the option to submit their Proposals electronically.</b>
24.2	<b>An authorized representative of the Bidder shall sign the original submission letters in the required format for both the Technical Proposal and the Financial Proposal and shall initial pages when there are new entries of both. The authorization shall be in the form of a written power of attorney or Board Resolution attached to the Technical Proposal. Failure to sign the Bid shall render the Bid non-responsive and result in the Bidder being disqualified.</b>

24.5	<p><b>The Bidder shall submit:</b></p> <p>(a) <b>Technical Proposal:</b> one (1) original and five (5) copies, , and one (1) electronic copy in the form of a CD ROM in portable document format (.pdf); however the Work Programme shall also be submitted in its native file format (MS Project). The CDs for the technical proposal shall be sealed in the same envelope as the Technical Proposal. <b>Hard copies will be considered as the official copies in all respects and not the electronic copy submissions.</b></p> <p>(b) <b>Financial Proposal:</b> one (1) original and five (5) copies of the Financial Proposal, and one (1) electronic copy in the form of a CD Rom in portable document format (.pdf); however summary and breakdown of Financial Remuneration shall also be submitted in Microsoft Excel. The CDs for the financial proposal shall be sealed in the same envelope as the Financial Proposal. <b>Hard copies will be considered as the official copies in all respects and not the electronic copy submissions.</b></p>
24.6, 24.8 and 24.10	<p><b>The Proposals must be submitted no later than:</b></p> <p><b>Date:</b> 03<sup>rd</sup> April 2025</p> <p><b>Time:</b> 14:00 (noon), Lesotho Standard Time</p> <p><b>The Proposal submission address is:</b></p> <p>Lesotho Bank Tower 7<sup>th</sup> Floor Kingsway Road Maseru, Lesotho Email: procurement@lhda.org.ls</p>
<b>D. Negotiations and Award</b>	
27.1	<p><b>A Margin of Preference <u>shall not apply</u> as the procurement is limited to Lesotho National Companies/Firms, as per Article 1 of the Phase II Agreement.</b></p>
37.1	<p><b>Expected date and address for contract negotiations:</b></p> <p><b>Date:</b> 30<sup>th</sup> April 2025</p> <p><b>Address:</b> Lesotho Bank Tower 7<sup>th</sup> Floor Kingsway Road Maseru, Lesotho</p>
38.2	<p>Key Staff are required to be available for in-person interviews during negotiations: <b><u>N/A</u></b>.</p>

<b>40.2</b>	<b>Expected date for the commencement of the Services:</b> <b>Date: 01<sup>st</sup> July 2025</b>
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**KINGDOM OF LESOTHO  
LESOTHO HIGHLANDS WATER PROJECT  
THE LESOTHO HIGHLANDS DEVELOPMENT AUTHORITY**



**LESOTHO HIGHLANDS WATER PROJECT**

**REQUEST FOR PROPOSALS FOR  
CONTRACT LHDA No. 1392**

**PROVISION OF SECURITY SERVICES FOR LHDA PROJECT SITES**

**SECTION 3 – SCOPE OF SERVICES**

LHDA  
Lesotho Bank Tower  
Kingsway  
Maseru, Lesotho

August 2024

## SECTION 3 – SCOPE OF SERVICES

Contract LHDA No: 1392

Contract Name: **PROVISION OF SECURITY SERVICES FOR LHDA PROJECT SITES**

### 1. BACKGROUND

The Lesotho Highlands Development Authority (LHDA) through the implementation of the Lesotho Highlands Development Project (LHWP) has acquired and developed assets situated in five (5) main project sites, primarily in Maseru, 'Muela, Mohale, Katse and Polihali, refer to section 4D.

LHDA now therefore requires the services of a competent Security Services Company to provide security services for the LHDA Project Sites. The security services will be offered in different options. i Maseru ii Mohale iii Katse iv 'Muela and v Polihali.

### 2. OBJECTIVE OF ASSIGNMENT

The objective of the assignment is for the Consultant to provide security services for all the LHDA project sites to secure all LHDA assets and staff within the LHDA project sites.

### 3 GENERAL SCOPE OF SERVICES TO BE PROVIDED

The Consultant will be required to provide Security Services to the LHDA Project Sites on a 24-hour basis for seven (7) days a week. The Consultant will be required to have trained security guards at the sites stipulated under the Detailed Scope of Services, radio communication, and firearms, provide accommodation facilities for remote sites and transport to supervise and redeploy guards when necessary. The Consultant will be required to comply with all legal requirements of the Laws of the Kingdom of Lesotho in implementing the Contract e.g. Labour Code.

### 4 DETAILED SCOPE OF SERVICES AND DELIVERABLES

4.1 The Consultant will be required to:

- a. Advise the Employer and to implement the security arrangements in accordance with the covenant between the two parties;
- b. Enforce appropriate measures in order to enhance safety and security in the designated areas. **In cases where there is a breach of security, and the Consultant is found to have been negligent, the Consultant will be liable for all associated costs.**

**4.2** The Service Provider will be required to carry out the following duties: -

- a. Conduct monthly risk and exposure assessments that face the Employer's personnel and property in the designated areas.
- b. To advise and to recommend to the Employer the appropriate measures to be taken to mitigate and avoid identified risks and exposures.
- c. To maintain, on a daily basis, the Occurrence Book at the designated areas and report material issues to the Employer on a daily basis.
- d. To report to the Employer incidents of crime or incidents which might jeopardize safety and security in the designated areas.
- e. To manage and maintain security and access control service of a high standard which shall be to the satisfaction of the Employer.
- f. To comply with any Lesotho laws, licenses and registrations applicable for the performance of these services.
- g. To apprehend law-offenders in the designated areas and bring them to the police.
- h. To investigate incidents occurring in the designated areas and make appropriate recommendations to the duly designated official(s) of the Employer.
- i. To make recommendations to the Employer on the appropriate equipment necessary to enhance safety and security in the designated areas.
- j. To provide guards and patrol services at the project sites twenty-four (24) hours a day.
- k. To carry out protective services as and when required by the Employer.
- l. To appoint Security Supervisors at Maseru, Katse, Mohale and 'Muela that will oversee security for these areas respectively, and it is expected that they will have efficient mobility as to be able to do site inspections e.g. by vehicle, motorbike or quadbike, etc.
- m. To provide security guards that have been trained in basic security, access control, firefighting and the use of firearms. The Consultant will be required to provide proof of such training upon request, for assurance to the LHDA. The Consultant shall annually submit evidence of refresher training on basic firefighting, first aid and access control to LHDA.

#### **4.3 Deliverables/Outcomes**

The Consultant is to:

- a. Ensure zero security breach incidents at the Projects Sites.
- b. Ensure at all times that the use of personal cell phones by security personnel while on duty is totally prohibited.
- c. Upon request by LHDA, make available evidence that the security guards undertook the expected patrols at their designated areas.
- d. Report all security breaches and incidents periodically.
- e. Report any suspicious movements or developments to be reported as soon as they are discovered, to the relevant Employer's offices.
- f. Produce monthly and quarterly reports to be submitted to the LHDA Principal Security Officer and other designated LHDA's personnel.

#### **5. INFORMATION AND FACILITIES TO BE MADE AVAILABLE BY THE CLIENT**

Where available, the Client will provide the Consultant with offices from which the security personnel will work. In areas where such facilities are not available, the Consultant will be required to provide.

The Client will provide written confirmation of Consultant's participation in the Project (e.g. letters of introduction) for the purposes of obtaining access to sites. While the Client may provide assistance where possible, it is solely the Consultant's responsibility to comply with the laws of Lesotho.

#### **6. FACILITIES TO BE PROVIDED BY THE CONSULTANT**

The Consultant shall be responsible for the provision of vehicles for his team however cost related to running costs shall be deemed to be included in the Consultant's rates.

In areas where the Client does not have office facilities available for the security guards to work from, the Consultant will be required to provide a temporary/mobile sentry post. The Client will advise the Bidders of the areas requiring Sentry posts.

The Consultant is to provide accommodation and ablution facilities for their staff.

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



**LESOTHO HIGHLANDS WATER PROJECT**

**REQUEST FOR PROPOSALS FOR  
CONTRACT LHDA No. 1392**

**PROVISION OF SECURITY SERVICES FOR LHDA PROJECT SITES**

**SECTION 4 – TECHNICAL PROPOSAL**

LHDA  
Lesotho Bank Tower  
Kingsway  
Maseru, Lesotho

August 2024



## LESOTHO HIGHLANDS DEVELOPMENT AUTHORITY

Contract LHDA No.: 1392

Contract Description: **PROVISION OF SECURITY SERVICES FOR LHDA PROJECT SITES**

### Checklist for RFP Completeness – Technical Proposal

This checklist is provided to assist consultants in ensuring the completeness of the proposal submitted.

RFP Section	Description	Included (Y/NA)?
4A	Technical Proposal Submission Form	
4A	Powers-of-Attorney for Authorized Signatures, as required	
4A	List of Sub-consultants, as required	
4A	JV Agreement or Letter of Intent to form JV, as required	
4B	Consultant's Experience	
4B	Project Data Sheets	
4C	Description of Approach and Methodology	
4D	Project Services and Resource Requirements	
4E	Certificates of Attendance	

*All pages of the original Proposal shall be initialled by the same authorized representative of the Consultant who signs the Proposal.*

**NO FINANCIAL INFORMATION SHALL BE INCLUDED IN TECHNICAL PROPOSALS**

## SECTION 4A – TECHNICAL PROPOSAL SUBMISSION FORM

To be submitted on a letterhead of Bidder's Authorised Representatives

Lesotho Highlands Water Project

Contract LHDA No.: 1392

Contract Description: **PROVISION OF SECURITY SERVICES FOR LHDA PROJECT SITES**

We have examined and understand the Services Agreement, the Conditions of Contract, the Scope of Services, the Appendices thereto and the Pricing Document, all as amended by any supplemental information, for the above contract. Terms used in this Proposal that are defined in those documents have the same meaning in this Proposal. We submit with this Technical Proposal our Financial Proposal (under separate cover), which form our complete Proposal.

In preparing this Technical Proposal we have taken account of the obligations relating to employment protection and working conditions that are in force in the place where the works are to be carried out, including the Contract requirements.

We agree that this Proposal will remain open for your acceptance at any time until the latest of:

- the end of the period specified in your Request for Proposals
- expiry of at least twenty-one (21 days) written notice to terminate this Proposal given by us.

We hereby declare that:

1. All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client.
2. Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 15.1.
3. We have no conflict of interest in accordance with Clause 3 of the Instructions.
4. We meet the eligibility requirements as stated in Clause 6 of the Instructions, and we confirm our understanding of our obligation to abide by the LHWP's Anti-Corruption Policy.
  - a. We certify that this is a bona fide proposal, intended to be competitive, and that we have not fixed or adjusted the amount of the proposal by, under, or in accordance with any agreement or arrangement with any other person.
  - b. We also certify and warrant that we have not committed, and undertake that we will not commit at any time before the date fixed for submission of proposals, any of the following acts:
    - i. Communicating to any person other than the person calling for this proposal the amount or approximate amount of the proposal;

- ii. Entering into any arrangement with any person that he shall refrain from proposing, or as to the amount of any proposal to be submitted;
  - iii. Paying or giving or offering or agreeing to pay or give any sum of money or valuable consideration directly or indirectly or through an intermediary agency to any person for doing or having done or causing to be done in relation to any other proposal or proposed proposal for the Services any act or thing of the sort described above.
5. In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the Kingdom of Lesotho.
  6. Except as stated in the Data Sheet, Clause 15.1, we undertake to negotiate a Contract on the basis of the proposed staffing and resources.
  7. Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

*If the Consultant's Proposal includes sub-consultants, insert the following: We are submitting our Proposal with the following firms as sub-consultants: [Attach a list with name, address, and specialty of each sub-consultant]. Note that sub-consultant agreements shall be per the version of the FIDIC Sub-Consultancy Agreement current on the date of issuance of this RFP.*

Your acceptance of this Proposal within that time will result in the Contract being formed between us.

We agree that you are not bound to accept the lowest or any proposal you may receive.

*(IF CONSULTANT IS A CORPORATION)*

Signed by:

\_\_\_\_\_  
*(name)*

\_\_\_\_\_  
*(signature)*

\_\_\_\_\_  
*(title)*

Authorized signatory, under Board Resolution dated \_\_\_\_\_

*(Attach certified copy of Board Resolution)*

*(IF CONSULTANT IS A PARTNERSHIP OR JOINT VENTURE)*

Attach Letter of Intent to form JV or JV Agreement, which shall be per the version of the FIDIC Joint Venture Agreement current on the date of issuance of this RFP.

**JOINT VENTURE MEMBER 1**

Signed by:

\_\_\_\_\_

*(name)*

\_\_\_\_\_

*(signature)*

\_\_\_\_\_

*(title)*

Authorized signatory, under Board Resolution dated \_\_\_\_\_

*(Attach certified copy of Board Resolution)*

**JOINT VENTURE MEMBER 2**

Signed by:

\_\_\_\_\_

*(name)*

\_\_\_\_\_

*(signature)*

\_\_\_\_\_

*(title)*

Authorized signatory, under Board Resolution dated: \_\_\_\_\_

*(Attach certified copy of Board Resolution)*

**JOINT VENTURE MEMBER 3**

Signed by:

\_\_\_\_\_  
(name)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(title)

Authorized signatory, under Board Resolution dated: \_\_\_\_\_

*(Attach certified copy of Board Resolution)*

**JOINT VENTURE MEMBER 4**

Signed by:

\_\_\_\_\_  
(name)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(title)

Authorized signatory, under Board Resolution dated \_\_\_\_\_

*(Attach certified copy of Board Resolution)*

Note:

1. For a joint venture, either all members shall sign or only the lead member/consultant, in which case the Board Resolution to sign on behalf of all members shall be attached.
2. Attached letter of intent to form JV Agreement
3. No financial information other than the Bidder's audited income statements and balance sheets shall be included in the Technical Proposal



## SECTION 4B – BIDDER'S EXPERIENCE

Lesotho highlands Water Project

Contract LHDA No. **1392**

Contract Description: **PROVISION OF SECURITY SERVICES FOR LHDA PROJECT SITES**

*Provide a summary of at least five (5) similar assignments that have successfully been completed or are ongoing in the last five (5) years using the Project Data Sheet attached. 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.*



**SECTION 4B - PROJECT DATA SHEET**

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

Note: Careful completion of this form is sufficient for this section and as such, general company brochures are strongly discouraged. A maximum of ten (10) data sheets shall be submitted with the proposal. Each shall be accompanied by a reference from the Employer/Client.

## SECTION 4C – BIDDER’S APPROACH AND METHODOLOGY

Lesotho highlands Water Project

Contract LHDA No.: **1392**

Contract Description: **PROVISION OF SECURITY SERVICES FOR LHDA PROJECT SITES**

*Provide a description of the approach, methodology, and work plan for performance.*

*Explain your understanding of the objective of the assignment as outlined in the Scope of Services (SOSs), the technical approach, and the methodology to be adopted for implementation the task to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the SOSs.*

*This description should include notes on the method, procedures, and equipment and materials to be used for technical calculation.*

*The Consultant is to advise of the firearms that will be used and/or their specifications as well as the radio communication and its coverage. Detail listing of the number of firearms and radio communication is given in Section 4D - Project Services and Resource Requirements*

*Limit this section to a maximum of ten (10) pages.*



## **SECTION 4D – PROJECT SERVICES AND RESOURCE REQUIREMENTS**

Lesotho Highlands Water Projects

Contract LHDA No. **1392**

Contract Name: **PROVISION OF SECURITY SERVICES FOR LHDA PROJECT SITES**

*The tables that follow provide the security services and resource requirements per site. The Consultant is required to provide an organizational structure indicating the company management structure, the sub-consultants (if any) and the proposed Supervisors per site (if known).*



## A. MASERU

### 1. LHDA TOWER BUILDING – STANDARD BANK SERVICES

SHIFT	DESCRIPTION	LOCATION	No.	ARMED
Day	Guard	ATM	1	No
	Guard	Main Entrance Tower Building	1	No
	Guard	Parking Lot	2	No
	Guard	Tower Branch Building	1	No
	Guard	Governors Block Building	1	No
	Guard	Cash Centre	1	Yes
	Guard	CCTV Room	1	No
Night	Guard	ATM	1	No
	Guard	Main Entrance Tower Building	1	No
	Guard	Parking Lot	1	No

### 2. LHDA TOWER BUILDING

SHIFT	DESCRIPTION	LOCATION	No.	ARMED
	Guard	3rd Floor	1	No
	Guard	4th Floor	1	No
	Guard	5 <sup>th</sup> Floor	1	No
	Guard	7th Floor	1	No
	Guard	8th Floor	1	No
	Guard	9th Floor	1	No

### 3. MASERU CORESHED

SHIFT	DESCRIPTION	LOCATION	No.	ARMED
Day	Guard	Coreshed	2	No
	Radio	Coreshed	1	
Night	Guard	Coreshed	2	No

### 4. MASERU TRANSPORT OFFICE

SHIFT	DESCRIPTION	LOCATION	No.	ARMED
Day	Guard	Avani Maseru	2	No
	Radio	Avani Maseru	1	
	Firearm	Avani Maseru	1	
Night	Guard	Avani Maseru	2	No



**MASERU SITE NO. 184 CENEZ ROAD**

5.

<b>SHIFT</b>	<b>DESCRIPTION</b>	<b>LOCATION</b>	<b>No.</b>	<b>ARMED</b>
Day	Guard	Site No. 184 Cenez Road	1	No
	Radio	Site No. 184 Cenez Road	1	
Night	Guard	Site No. 184 Cenez Road	1	No



## B. 'MUELA

### 1. LIKILENG MAIN VILLAGE GATE & PATROLS

SHIFT	DESCRIPTION	LOCATION	No.	ARMED
Day	Guard	Likileng Main Village Gate & Patrols	2	Yes (1)
	Radios (24hrs)	Likileng Main Village Gate & Patrols	2	
	Firearm (24hrs)	Likileng Main Village Gate & Patrols	1	
Night	Guard	Likileng Main Village Gate & Patrols	3	Yes (1)

### 2. LIKILENG BOTTOM CAMP GATE & PATROLS

SHIFT	DESCRIPTION	LOCATION	No.	ARMED
Day	Guard	Likileng Bottom Camp Gate & Patrol	2	Yes (1)
	Radio (24hrs)	Likileng Bottom Camp Gate & Patrol	3	
	Firearm (24hrs)	Likileng Bottom Camp Gate & Patrol	1	
Night	Guard	Likileng Bottom Camp Gate & Patrol	3	Yes (1)

### 3. LIKILENG RUBEX CAMP

SHIFT	DESCRIPTION	LOCATION	No.	ARMED
Day	Guard	Likileng Rubex Camp	1	Yes (1)
	Radio (24hrs)	Likileng Rubex Camp	1	
	Firearm (24hrs)	Likileng Rubex Camp	1	
Night	Guard	Likileng Rubex Camp	1	Yes (1)

### 4. LIKILENG WATER TREATMENT PLANT

SHIFT	DESCRIPTION	LOCATION	No.	ARMED
Day	Guard	Likileng Water Treatment Plant	1	Yes (1)
	Radio (24hrs)	Likileng Water Treatment Plant	1	
	Firearm (24hrs)	Likileng Water Treatment Plant	1	
Night	Guard	Likileng Water Treatment Plant	1	Yes (1)

### 5. LIKILENG SEWERAGE TREATMENT PLANT

SHIFT	DESCRIPTION	LOCATION	No.	ARMED
Day	Guard	Likileng Water Treatment Plant	1	Yes (1)
	Radio (24hrs)	Likileng Water Treatment Plant	1	
	Firearm (24hrs)	Likileng Water Treatment Plant	1	
Night	Guard	Likileng Water Treatment Plant	1	Yes (1)



**6. 'MUELA OPERATIONS BUILDING**

SHIFT	DESCRIPTION	LOCATION	No.	ARMED
Day	Guard	'Muela Operations Building	3	Yes (1)
	Radio (24hrs)	'Muela Operations Building	2	
	Firearm (24hrs)	'Muela Operations Building	1	
Night	Guard	'Muela Operations Building	3	Yes (1)

**7. 'MUELA DAM WALL - LHDA SERVICES**

SHIFT	DESCRIPTION	LOCATION	No.	ARMED
Day	Guard	'Muela Dam Wall	1	Yes (1)
	Radio (24hrs)	'Muela Dam Wall	1	
	Firearm (24hrs)	'Muela Dam Wall	1	
Night	Guard	'Muela Dam Wall	1	Yes (1)

**8. 'MUELA MAIN ACCESS TO POWER HOUSE**

SHIFT	DESCRIPTION	LOCATION	No.	ARMED
Day	Guard	'Muela Main Access to Power house	1	Yes (1)
	Radio (24hrs)	'Muela Main Access to Power House	1	
	Firearm (24hrs)	'Muela Main Access to Power House	1	
Night	Guard	'Muela Main Access to Power House	1	Yes (1)

**9. 'MUELA TAILRACE**

SHIFT	DESCRIPTION	LOCATION	No.	ARMED
Day	Guard	'Muela Tailrace	1	Yes (1)
	Radio (24hrs)	'Muela Tailrace	1	
	Firearm (24hrs)	'Muela Tailrace	1	
Night	Guard	'Muela Tailrace	1	Yes (1)

**10. 'MUELA NGOAJANE FLOW MEASURING CHAMBER**

SHIFT	DESCRIPTION	LOCATION	No.	ARMED
Day	Guard	'Muela Ngoajane Flow Measuring Chamber	2	Yes (1)
	Radio (24hrs)	'Muela Ngoajane Flow Measuring Chamber	1	
	Firearm (24hrs)	'Muela Ngoajane Flow Measuring Chamber	1	
Night	Guard	'Muela Ngoajane Flow Measuring Chamber	2	Yes (1)

**11.HOLOLO ADDICT**

SHIFT	DESCRIPTION	LOCATION	No.	ARMED
Day	Guard	Hololo Addict	1	Yes (1)
	Radio (24hrs)	Hololo Addict	1	
	Firearm (24hrs)	Hololo Addict	1	



Night	Guard	Hololo Addict	1	Yes (1)
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**C**

**KATSE**

**1. KATSE INTAKE TOWER (MPHOROSANE)**

SHIFT	DESCRIPTION	LOCATION	No.	ARMED
Day	Guard	Katse Intake Tower (Mphorosane)	1	Yes (1)
	Radios (24hrs)	Katse Intake Tower (Mphorosane)	1	
	Firearm (24hrs)	Katse Intake Tower (Mphorosane)	1	
Night	Guard	Katse Intake Tower (Mphorosane)	1	Yes (1)

**2. MATSOKU WEIR**

SHIFT	DESCRIPTION	LOCATION	No.	ARMED
Day	Guard	Matsoku Weir	1	Yes (1)
	Radio (24hrs)	Matsoku Weir	1	
	Firearm (24hrs)	Matsoku Weir	1	
Night	Guard	Matsoku Weir	1	Yes (1)

**3. KATSE BOOMGATE – WEST**

SHIFT	DESCRIPTION	LOCATION	No.	ARMED
Day	Guard	Katse Boomgate - West	2	Yes (1)
	Radio (24hrs)	Katse Boomgate - West	1	
	Firearm (24hrs)	Katse Boomgate - West	1	
Night	Guard	Katse Boomgate - West	2	Yes (1)

**4. KATSE BOOMGATE - EAST AND MINI HYDROPOWER**

SHIFT	DESCRIPTION	LOCATION	No.	ARMED
Day	Guard	Katse Boomgate - East and mini hydropower	2	Yes (1)
	Radio (24hrs)	Katse Boomgate - East and mini hydropower	1	
	Firearm (24hrs)	Katse Boomgate - East and mini hydropower	1	
Night	Guard	Katse Boomgate - East and mini hydropower	2	Yes (1)

**5. KATSE BOOMGATE – SOUTH**

SHIFT	DESCRIPTION	LOCATION	No.	ARMED
Night	Guard	Katse Boomgate - South (Store)	1	Yes (1)
	Radio (24hrs)	Katse Boomgate - South (Store)	1	
	Firearm (24hrs)	Katse Boomgate - South (Store)	1	

**6. KATSE OPERATIONS BUILDING**

SHIFT	DESCRIPTION	LOCATION	No.	ARMED
Day	Guard	Katse Operations Building	3	Yes (1)
	Radio (24hrs)	Katse Operations Building	1	
	Firearm (24hrs)	Katse Operations Building	1	
Night	Guard	Katse Operations Building	2	Yes (1)



**7. KATSE OLD INFORMATION CENTRE**

SHIFT	DESCRIPTION	LOCATION	No.	ARMED
Day	Guard	Katse Old Information Centre	1	Yes (1)
	Radio (24hrs)	Katse Old Information Centre	1	
	Firearm (24hrs)	Katse Old Information Centre	1	
Night	Guard	Katse Old Information Centre	1	Yes (1)

**8. KATSE VILLAGE ENTRANCE**

SHIFT	DESCRIPTION	LOCATION	No.	ARMED
Day	Guard	Katse Village Entrance	2	Yes (1)
	Radio (24hrs)	Katse Village Entrance	1	
	Firearm (24hrs)	Katse Village Entrance	1	
Night	Guard	Katse Village Entrance	2	Yes (1)

**9. KATSE COMMERCIAL CENTRE**

SHIFT	DESCRIPTION	LOCATION	No.	ARMED
Night	Guard	Katse Commercial Centre	1	Yes (1)
	Radio (24hrs)	Katse Commercial Centre	1	

**10 PELANENG ADIT**

SHIFT	DESCRIPTION	LOCATION	No.	ARMED
Day	Guard	Pelaneng Adit	1	Yes (1)
	Radio (24hrs)	Pelaneng Adit	1	
	Firearm (24hrs)	Pelaneng Adit	1	
Night	Guard	Pelaneng Adit	1	Yes (1)

**11 KATSE VILLAGE**

SHIFT	DESCRIPTION	LOCATION	No.	ARMED
Day	Guard	Katse Village	2	No
	Patrolman	Katse Village	1	No
	Radio (24hrs)	Katse Village	1	
Night	Guard	Katse Village	1	No
	Patrolman	Katse Village	2	No

**12 KATSE RIVER GATE**

SHIFT	DESCRIPTION	LOCATION	No.	ARMED
Day	Guard	Katse River Gate	2	Yes (1)
	Radio (24hrs)	Katse River Gate	1	
	Firearm (24hrs)	Katse River Gate	1	
Night	Guard	Katse River Gate	2	Yes (1)





**13. KATSE BOTANICAL GARDEN**

SHIFT	DESCRIPTION	LOCATION	No.	ARMED
Day	Guard	Katse Botanical Garden	2	Yes (2)
	Radio (24hrs)	Katse Botanical Garden	1	
	Firearm (24hrs)	Katse Botanical Garden	2	
Night	Guard	Katse Botanical Garden	2	Yes (2)

**14. KATSE CARAVAN PARK**

SHIFT	DESCRIPTION	LOCATION	No.	ARMED
Day		Katse Caravan Park	1	YES (1)
		Katse Caravan Park	1	
		Katse Caravan Park	1	
Night		Katse Caravan Park	1	YES (1)

**15. MOHALE OUTLET TUNNEL**

SHIFT	DESCRIPTION	LOCATION	No.	ARMED
Day		Mohale Outlet tunnel	2	YES (2)
		Mohale Outlet Tunnel	1	
		Mohale Outlet Tunnel	1	
Night		Mohale Outlet Tunnel	2	YES (2)

**16. KATSE REPEATER STATIONS**

SHIFT	DESCRIPTION	LOCATION	No.	ARMED
Day	Guard	Mapeleng	1	
Night	Guard	Mapeleng	1	
Day	Guard	Ha Suoane	1	
Night	Guard	Ha Suoane	1	
Day	Guard	Ha Poli	1	
Night	Guard	Ha Poli	1	
Day	Guard	Ha Soai	1	
Night	Guard	Ha Soai	1	
Day	Guard	Katse Repeater Station	1	
Night	Guard	Katse Repeater Station	1	



## D. MOHALE

### 1. MOHALE OPERATIONS BUILDING

SHIFT	DESCRIPTION	LOCATION	No.	ARMED
Day	Guard	Mohale Operations Building	3	Yes (1)
	Radios (24hrs)	Mohale Operations Building	1	
	Firearm (24hrs)	Mohale Operations Building	1	
Night	Guard	Mohale Operations Building	3	Yes (1)

### 2. MOHALE VILLAGE MAIN ENTRANCE

SHIFT	DESCRIPTION	LOCATION	No.	ARMED
Day	Guard	Mohale Village - Main Entrance	2	Yes (1)
	Radio (24hrs)	Mohale Village - Main Entrance	1	
	Firearm (24hrs)	Mohale Village - Main Entrance	1	
Night	Guard	Mohale Village - Main Entrance	2	Yes (1)

### 3. MOHALE VILLAGE - NORTH (On Hill)

SHIFT	DESCRIPTION	LOCATION	No.	ARMED
Day	Guard	Mohale Village - North	2	No
	Radio (24hrs)	Mohale Village - North	1	
Night	Guard	Mohale Village - North	2	No

### 4. MOHALE WATER TREATMENT PLANT

SHIFT	DESCRIPTION	LOCATION	No.	ARMED
Day	Guard	Mohale Water Treatment Plant	1	Yes (1)
	Radio (24hrs)	Mohale Water Treatment Plant	1	
	Firearm (24hrs)	Mohale Water Treatment Plant	1	
Night	Guard	Mohale Water Treatment Plant	1	Yes (1)

### 5. MOHALE SEWERAGE TREATMENT PLANT

SHIFT	DESCRIPTION	LOCATION	No.	ARMED
Day	Guard	Mohale Sewerage Treatment Plant	1	Yes (1)
	Radio (24hrs)	Mohale Sewerage Treatment Plant	1	
	Firearm (24hrs)	Mohale Sewerage Treatment Plant	1	
Night	Guard	Mohale Sewerage Treatment Plant	1	Yes (1)

### 6. MOHALE DAM COMPENSATION VALVE CONTROL HOUSE

SHIFT	DESCRIPTION	LOCATION	No.	ARMED
Day	Guard	Mohale Dam Compensation Valve	1	Yes (1)
	Radio (24hrs)	Mohale Dam Compensation Valve	1	
	Firearm (24hrs)	Mohale Dam Compensation Valve	1	
Night	Guard	Mohale Dam Compensation Valve	1	Yes (1)



**7. MOHALE DAM WALL**

SHIFT	DESCRIPTION	LOCATION	No.	ARMED
Day	Guard	Mohale Dam Wall	1	Yes (1)
	Radio (24hrs)	Mohale Dam Wall	1	
	Firearm (24hrs)	Mohale Dam Wall	1	
Night	Guard	Mohale Dam Wall	1	Yes (1)

**8. MOHALE UHF/VHF REPEATER STATION (HA TSUI)**

SHIFT	DESCRIPTION	LOCATION	No.	ARMED
Day	Guard	Ha Tsiu	1	Yes (1)
	Radio (24hrs)	Ha Tsiu	1	
	Firearm (24hrs)	Ha Tsiu	1	
Night	Guard	Ha Tsiu	1	Yes (1)

**9. MOHALE COMMERCIAL CENTRE & PETROL STATION**

SHIFT	DESCRIPTION	LOCATION	No.	ARMED
Night	Guard	Mohale Commercial Centre and Petrol Station	1	Yes (1)
	Radio (24hrs)	Mohale Commercial Centre and Petrol Station	1	
	Firearm (24hrs)	Mohale Commercial Centre and Petrol Station	1	

**10. MOHALE RUMDEL VILLAGE**

SHIFT	DESCRIPTION	LOCATION	No.	ARMED
Day	Guard	Mohale Rumdel Village	2	Yes (1)
	Radio (24hrs)	Mohale Rumdel Village	1	
	Firearm (24hrs)	Mohale Rumdel Village	1	
Night	Guard	Mohale Rumdel Village	2	Yes (1)

**MOHALE SEISMIC STATIONS**

SHIFT	DESCRIPTION	LOCATION	No.	ARMED
Day	Guard	Ha Koporale	1	No
Night	Guard	Ha Koporale	1	No
Day	Guard	Likalaneng	1	No
Night	Guard	Likalaneng	1	No
Day	Guard	Matebeleng	1	No
Night	Guard	Matebeleng	1	No



## E POLIHALI

### 1. POLIHALI OPERATIONS BUILDING/ LODGE

SHIFT	DESCRIPTION	LOCATION	No.	ARMED
Day	Guard	Polihali Operations and Lodge	4	Yes (1)
	Radio (24hrs)	Polihali Operations and Lodge	1	
	Firearm (24hrs)	Polihali Operations and Lodge	2	
Night	Guard	Polihali Operations and Lodge	4	Yes (1)

### 2. RAMONAKALALI

SHIFT	DESCRIPTION	LOCATION	No.	ARMED
Day	Guard		2	YES (2)
	Radio (24hrs)		1	
	Firearm (24hrs)		1	
Night	Guard		2	YES (2)

### 3. POLIHALI COMMERCIAL CENTRE

SHIFT	DESCRIPTION	LOCATION	No.	ARMED
Day	Guard	Polihali Commercial Centre	2	YES (1)
	Radio (24hrs)	Polihali Commercial Centre	1	
	Firearm (24hrs)	Polihali Commercial Centre	1	
Night	Guard	Polihali Commercial Centre	2	YES (1)

**SECTION 4E – CERTIFICATES OF ATTENDANCE AT PRE-BID MEETING AND SITE VISIT**



Lesotho Highlands Water Project

Contract LHDA No. **1392**

Contract Description: **PROVISION OF SECURITY SERVICES FOR LHDA PROJECT SITES**

**Certificate of Attendance at Pre-Bid Meeting and Site Visit**

This document certifies attendance of the undersigned at the mandatory meeting(s) for the above referenced procurement.

**Pre-Bid Meeting**

Name:

---

Signature:

---

Company:

---

Date:

---

LHDA Representative:

---

Signature:

---

**SECTION 4E – CERTIFICATES OF ATTENDANCE AT PRE-BID MEETING AND SITE VISIT**



Lesotho Highlands Water Project  
Contract LHDA No. **1392**

Contract Description: **PROVISION OF SECURITY SERVICES FOR LHDA PROJECT SITES**

**Site Visit**

Name:

---

Signature:

---

Company:

---

Date:

---

LHDA Representative:

---

Signature:

---

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



**LESOTHO HIGHLANDS WATER PROJECT**

**REQUEST FOR PROPOSALS FOR  
LHDA CONTRACT No.: 1392**

**PROVISION OF SECURITY SERVICES FOR LHDA PROJECT SITES**

**SECTION 5 – FINANCIAL PROPOSAL**

LHDA  
Lesotho Bank Tower  
Kingsway  
Maseru, Lesotho

August 2024

**LESOTHO HIGHLANDS DEVELOPMENT AUTHORITY  
LESOTHO HIGHLANDS WATER PROJECT**

Lesotho highlands Water Project

Contract LHDA No. **1392**

Contract Description: **PROVISION OF SECURITY SERVICES FOR LHDA PROJECT SITES**

Checklist for RFP Completeness – Financial Proposal

RFP Section	Description	Included (Y/NA)?
<b>5A</b>	<b>Financial Proposal Submission Form</b>	
<b>5A</b>	<b>Summary of Company Shareholding</b>	
<b>5B</b>	<b>Summary of Financial Proposal</b>	
<b>5C</b>	<b>Breakdown of Financial Remuneration</b>	

This checklist is provided to assist consultants in assuring the completeness of the proposal prior to submission to the LHDA. This document must be included in the proposal submitted.

*All pages of the original Proposal shall be initialled by the same authorized representative of the Consultant who signs the Proposal.*



## SECTION 5A – FINANCIAL PROPOSAL SUBMISSION FORM

Lesotho Highlands Water Project

Contract LHDA No. **1392**

Contract Description: **PROVISION OF SECURITY SERVICES FOR LHDA PROJECT SITES**

We, the undersigned, offer to provide the consulting services for **Contract LHDA No.1392 – The Provision of Security Services for the LHDA Project Sites** in accordance with your Request for Proposal dated [     ] and our Technical Proposal.

Our attached Financial Proposal is for the amount of **[Insert amount(s) in words and (figures)]** Maloti, excluding VAT, as adjusted in accordance with the Contract.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 15.1 of the Data Sheet.

In accordance with Paragraph 16 of the LHWP Anti-Corruption Policy, we understand that the LHDA will be entitled to assume, unless shown otherwise, that such use or intended use of agents involves or will involve corruption. To that effect, we are declaring all commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, as listed below:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
----------------------------	---------------------	-----------------------------------

*If no payments are made or promised, add the following statement: “No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution.”*

We agree that you are not bound to accept the lowest or any proposal you may receive.

Authorized Representative:

\_\_\_\_\_  
*(name and title of signatory)*

\_\_\_\_\_  
*(signature)*

In the capacity of:

Address:

Email:

*(IF BIDDER IS A JOINT VENTURE)*

**JOINT VENTURE MEMBER 1**

Signed by: \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title and Organisation)

Authorised signatory, under Board Resolution/Power of Attorney dated:

\_\_\_\_\_  
(Attach certified copy of Board Resolution/Power of Attorney)

**JOINT VENTURE MEMBER 2**

Signed by: \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title and Organisation)

Authorised signatory, under Board Resolution/Power of Attorney dated

\_\_\_\_\_  
(Attach certified copy of Board Resolution/Power of Attorney)

**JOINT VENTURE MEMBER 3**

Signed by: \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title and Organisation)

Authorised signatory, under Board Resolution/Power of Attorney dated

\_\_\_\_\_  
(Attach certified copy of Board Resolution/Power of Attorney)

**JOINT VENTURE MEMBER 4**

Signed by: \_\_\_\_\_

(Name)

---

(Signature)

---

(Title and Organisation)

Authorised signatory, under Board Resolution/Power of Attorney dated

---

(Attach certified copy of Board Resolution/Power of Attorney)

**Notes:**

1. *Attach proof of registration, trading license for Lesotho firms and tax clearance certificate for each firm.*
2. *For a joint venture, either all members shall sign or only the lead member/consultant, in which case the Board Resolution to sign on behalf of all members shall be attached.*
3. *Attach Letter of Intent to form JV or JV Agreement with details of JV shareholding.*

## SECTION 5B- SUMMARY OF FINANCIAL PROPOSAL

Lesotho Highlands Water Project

Contract LHDA No.: 1392

Contract Name: **PROVISION OF SECURITY SERVICES FOR LHDA PROJECT SITES**

DESCRIPTION	Total Monthly Cost (Maloti)	Total Annual Cost (Maloti)	Total Cost 5 Year Period (Maloti)
<b>1 Financial Remuneration for Professional Fees</b>			
Site 1 – Maseru			
Cost of Services			
Site 2 – Muela			
Cost of Services			
Site 3 – Katse			
Cost of Services			
Site 4 – Mohale			
Cost of Services			
Site 5 – Polihali			
Cost of Services			
<b>SUBTOTAL</b>			
<b>TOTAL FINANCIAL</b>			
<b>PROPOSAL</b>			

**Notes:**

1. Figures for the Total Monthly Costs are to be carried over from the Totals for Section 5C.
2. Figures for the Annual Costs are to be calculated by multiplying the Total Monthly Cost by 12.
3. Figures for the Total Cost (5-year period) are to be calculated by multiplying the Total Annual Cost by 5.

## SECTION 5C – BREAKDOWN OF FINANCIAL REMUNERATION

### A. MASERU

#### 1. LHDA TOWER BUILDING - STANDARD LESOTHO BANK SERVICES

SHIFT	DESCRIPTION	LOCATION	No.	ARMED	MONTHLY RATES
Day	Guard	ATM	1	No	
	Guard	Main Entrance Tower Building	1	No	
	Guard	Parking Lot	2	No	
	Guard	Tower Branch Building	1	No	
	Guard	Governors Block Building	1	No	
	Guard	Cash Centre	1	Yes	
	Guard	CCTV Room	1	No	
Night	Guard	ATM	1	No	
	Guard	Main Entrance Tower Building	1	No	
	Guard	Parking Lot	1	No	
<b>SUB-TOTAL</b>					

#### 2. LHDA TOWER BUILDING

SHIFT	DESCRIPTION	LOCATION	No.	ARMED	MONTHLY RATES
Day	Guard	3rd Floor	1	No	
	Guard	4th Floor	1	No	
	Guard	5 <sup>th</sup> Floor	1	No	
	Guard	7th Floor	1	No	
	Guard	8th Floor	1	No	
	Guard	9th Floor	1	No	
<b>SUB-TOTAL</b>					

#### 3. MASERU CORESHED

SHIFT	DESCRIPTION	LOCATION	No.	ARMED	MONTHLY RATES
Day	Guard	Coreshed	2	No	
	Radio	Coreshed	1		
Night	Guard	Coreshed	2	No	
<b>SUB-TOTAL</b>					

#### 4. MASERU TRANSPORT OFFICE

SHIFT	DESCRIPTION	LOCATION	No.	ARMED	MONTHLY RATES
Day	Guard	Avani Maseru	2	No	
	Radio	Avani Maseru	1		
	Firearm	Avani Maseru	1		
Night	Guard	Avani Maseru	2	No	
<b>SUB-TOTAL</b>					

**5. MASERU SITE NO. 184 CENEZ ROAD**

SHIFT	DESCRIPTION	LOCATION	No.	ARMED	MONTHLY RATES
Day	Guard	Site No. 184 Cenez Road	1	No	
	Radio	Site No. 184 Cenez Road	1		
Night	Guard	Site No. 184 Cenez Road	1	No	
<b>SUB-TOTAL</b>					
<b>TOTAL MASERU</b>					

**B. 'MUELA**

**1 LIKILENG MAIN VILLAGE GATE & PATROLS**

SHIFT	DESCRIPTION	LOCATION	No.	ARMED	MONTHLY RATES
Day	Guard	Likileng Main Village Gate & Patrols	2	Yes (1)	
	Radios (24hrs)	Likileng Main Village Gate & Patrols	2		
	Firearm (24hrs)	Likileng Main Village Gate & Patrols	1		
Night	Guard	Likileng Main Village Gate & Patrols	3	Yes (1)	
<b>SUB-TOTAL</b>					

**2 LIKILENG BOTTOM CAMP GATE & PATROLS**

SHIFT	DESCRIPTION	LOCATION	No.	ARMED	MONTHLY RATES
Day	Guard	Likileng Bottom Camp Gate & Patrol	2	Yes (1)	
	Radio (24hrs)	Likileng Bottom Camp Gate & Patrol	3		
	Firearm (24hrs)	Likileng Bottom Camp Gate & Patrol	1		
Night	Guard	Likileng Bottom Camp Gate & Patrol	3	Yes (1)	
<b>SUB-TOTAL</b>					

**3. LIKILENG RUBEX CAMP**

SHIFT	DESCRIPTION	LOCATION	No.	ARMED	MONTHLY RATES
Day	Guard	Likileng Rubex Camp	1	Yes (1)	
	Radio (24hrs)	Likileng Rubex Camp	1		
	Firearm (24hrs)	Likileng Rubex Camp	1		
Night	Guard	Likileng Rubex Camp	1	Yes (1)	
<b>SUB-TOTAL</b>					

**4. LIKILENG WATER TREATMENT PLANT**

SHIFT	DESCRIPTION	LOCATION	No.	ARMED	RATES
Day	Guard	Likileng Water Treatment Plant	1	Yes (1)	
	Radio (24hrs)	Likileng Water Treatment Plant	1		
	Firearm (24hrs)	Likileng Water Treatment Plant	1		
Night	Guard	Likileng Water Treatment Plant	1	Yes (1)	
<b>SUB-TOTAL</b>					

**5. LIKILENG SEWERAGE TREATMENT PLANT**

SHIFT	DESCRIPTION	LOCATION	No.	ARMED	MONTHLY RATES
Day	Guard	Likileng Water Treatment Plant	1	Yes (1)	
	Radio (24hrs)	Likileng Water Treatment Plant	1		
	Firearm (24hrs)	Likileng Water Treatment Plant	1		
Night	Guard	Likileng Water Treatment Plant	1	Yes (1)	
<b>SUB-TOTAL</b>					

**6. 'MUELA OPERATIONS BUILDING**

SHIFT	DESCRIPTION	LOCATION	No.	ARMED	MONTHLY RATES
Day	Guard	'Muela Operations Building	3	Yes (1)	
	Radio (24hrs)	'Muela Operations Building	2		
	Firearm (24hrs)	'Muela Operations Building	1		
Night	Guard	'Muela Operations Building	3	Yes (1)	
<b>SUB-TOTAL</b>					

**7. 'MUELA DAM WALL**

SHIFT	DESCRIPTION	LOCATION	No.	ARMED	MONTHLY RATES
Day	Guard	'Muela Dam Wall	1	Yes (1)	
	Radio (24hrs)	'Muela Dam Wall	1		
	Firearm (24hrs)	'Muela Dam Wall	1		
Night	Guard	'Muela Dam Wall	1	Yes (1)	
<b>SUB-TOTAL</b>					

**8. 'MUELA MAIN ACCESS TO POWER HOUSE**

SHIFT	DESCRIPTION	LOCATION	No.	ARMED	RATES
Day	Guard	'Muela Main Access to Power House	1	Yes (1)	
	Radio (24hrs)	'Muela Main Access to Power House	1		
	Firearm (24hrs)	'Muela Main Access to Power House	1		
Night	Guard	'Muela Main Access to Power House	1	Yes (1)	
<b>SUB-TOTAL</b>					

**9. 'MUELA TAILRACE**

SHIFT	DESCRIPTION	LOCATION	No.	ARMED	MONTHLY RATES
Day	Guard	'Muela Tailrace	1	Yes (1)	
	Radio (24hrs)	'Muela Tailrace	1		
	Firearm (24hrs)	'Muela Tailrace	1		
Night	Guard	'Muela Tailrace	1	Yes (1)	
<b>SUB-TOTAL</b>					

10. 'MUELA NGOAJANE FLOW MEASURING CHAMBER

SHIFT	DESCRIPTION	LOCATION	No.	ARMED	MONTHLY RATES
Day	Guard	'Muela Ngoajane Flow Measuring Chamber	2	Yes (1)	
	Radio (24hrs)	'Muela Ngoajane Flow Measuring Chamber	1		
	Firearm (24hrs)	'Muela Ngoajane Flow Measuring Chamber	1		
Night	Guard	'Muela Ngoajane Flow Measuring Chamber	2	Yes (1)	

11. HOLOLO ADDICT

SHIFT	DESCRIPTION	LOCATION	No.	ARMED	MONTHLY RATES
Day	Guard	Hololo Addict	1	Yes (1)	
	Radio (24hrs)	Hololo Addict	1		
	Firearm (24hrs)	Hololo Addict	1		
Night	Guard (24hrs)	Hololo Addict	1	Yes (1)	
<b>SUB-TOTAL</b>					
<b>TOTAL 'MUELA</b>					



C.

**KATSE**

1. **KATSE INTAKE TOWER (MPHOROSANE)**

SHIFT	DESCRIPTION	LOCATION	No.	ARMED	MONTHLY RATES
Day	Guard	Katse Intake Tower (Mphorosane)	1	Yes (1)	
	Radios (24hrs)	Katse Intake Tower (Mphorosane)	1		
	Firearm (24hrs)	Katse Intake Tower (Mphorosane)	1		
Night	Guard	Katse Intake Tower (Mphorosane)	1	Yes (1)	
<b>SUB-TOTAL</b>					

2. **MATSOKU WEIR**

SHIFT	DESCRIPTION	LOCATION	No.	ARMED	MONTHLY RATES
Day	Guard	Matsoku Weir	1	Yes (1)	
	Radio (24hrs)	Matsoku Weir	1		
	Firearm (24hrs)	Matsoku Weir	1		
Night	Guard	Matsoku Weir	1	Yes (1)	
<b>SUB-TOTAL</b>					

3. **KATSE BOOMGATE - WEST**

SHIFT	DESCRIPTION	LOCATION	No.	ARMED	MONTHLY RATES
Day	Guard	Katse Boomgate – West	2	Yes (1)	
	Radio (24hrs)	Katse Boomgate – West	1		
	Firearm (24hrs)	Katse Boomgate – West	1		
Night	Guard	Katse Boomgate – West	2	Yes (1)	
<b>SUB-TOTAL</b>					

4. **KATSE BOOMGATE - EAST AND MINI HYDROPOWER**

SHIFT	DESCRIPTION	LOCATION	No.	ARMED	MONTHLY RATES
Day	Guard	Katse Boomgate - East and mini hydropower	2	Yes (1)	
	Radio (24hrs)	Katse Boomgate - East and mini hydropower	1		
	Firearm (24hrs)	Katse Boomgate - East and mini hydropower	1		
Night	Guard	Katse Boomgate - East and mini hydropower	2	Yes (1)	
<b>SUB-TOTAL</b>					

5. **KATSE BOOMGATE – SOUTH**

SHIFT	DESCRIPTION	LOCATION	No.	ARMED	MONTHLY RATES
Night	Guard	Katse Boomgate - South (Store)	1	Yes (1)	
	Radio (24hrs)	Katse Boomgate - South (Store)	1		

	Firearm (24hrs)	Katse Boomgate - South (Store)	1		
<b>SUB-TOTAL</b>					

**6. KATSE OPERATIONS BUILDING**

SHIFT	DESCRIPTION	LOCATION	No.	ARMED	MONTHLY RATES
Day	Guard	Katse Operations Building	3	Yes (1)	
	Radio (24hrs)	Katse Operations Building	1		
	Firearm (24hrs)	Katse Operations Building	1		
Night	Guard	Katse Operations Building	2	Yes (1)	
<b>SUB-TOTAL</b>					

**7. KATSE OLD INFORMATION CENTRE**

SHIFT	DESCRIPTION	LOCATION	No.	ARMED	MONTHLY RATES
Day	Guard	Katse Old Information Centre	1	Yes (1)	
	Radio (24hrs)	Katse Old Information Centre	1		
	Firearm (24hrs)	Katse Old Information Centre	1		
Night	Guard	Katse Old Information Centre	1	Yes (1)	
<b>SUB-TOTAL</b>					

**8. KATSE VILLAGE ENTRANCE**

SHIFT	DESCRIPTION	LOCATION	No.	ARMED	MONTHLY RATES
Day	Guard	Katse Village Entrance	2	Yes (1)	
	Radio (24hrs)	Katse Village Entrance	1		
	Firearm (24hrs)	Katse Village Entrance	1		
Night	Guard	Katse Village Entrance	2	Yes (1)	
<b>SUB-TOTAL</b>					

**9. KATSE COMMERCIAL CENTRE**

SHIFT	DESCRIPTION	LOCATION	No.	ARMED	MONTHLY RATES
Night	Guard	Katse Commercial Centre	1	Yes (1)	
	Radio (24hrs)	Katse Commercial Centre	1		
<b>SUB-TOTAL</b>					

**10. PELANENG ADIT**

SHIFT	DESCRIPTION	LOCATION	No.	ARMED	MONTHLY RATES
Day	Guard	Pelaneng Adit	1	Yes (1)	
	Radio (24hrs)	Pelaneng Adit	1		
	Firearm (24hrs)	Pelaneng Adit	1		
Night	Guard	Pelaneng Adit	1	Yes (1)	

<b>SUB-TOTAL</b>	
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**11. KATSE VILLAGE**

SHIFT	DESCRIPTION	LOCATION	No.	ARMED	MONTHLY RATES
Day	Guard	Katse Village	2	No	
	Patrolman	Katse Village	1	No	
	Radio (24hrs)	Katse Village	1		
Night	Guard	Katse Village	1	No	
	Patrolman	Katse Village	2	No	
<b>SUB-TOTAL</b>					

**12. KATSE RIVER GATE**

SHIFT	DESCRIPTION	LOCATION	No.	ARMED	MONTHLY RATES
Day	Guard	Katse River Gate	2	Yes (1)	
	Radio (24hrs)	Katse River Gate	1		
	Firearm (24hrs)	Katse River Gate	1		
Night	Guard	Katse River Gate	2	Yes (1)	
<b>SUB-TOTAL</b>					

**13. KATSE BOTANICAL GARDEN**

SHIFT	DESCRIPTION	LOCATION	No.	ARMED	MONTHLY RATES
Day	Guard	Katse Botanical Garden	2	Yes (2)	
	Radio (24hrs)	Katse Botanical Garden	1		
	Firearm (24hrs)	Katse Botanical Garden	1		
Night	Guard	Katse Botanical Garden	2	Yes (2)	
<b>SUB-TOTAL</b>					

**14. KATSE CARAVAN PARK**

SHIFT	DESCRIPTION	LOCATION	No.	ARMED	MONTHLY RATES
Day	Guard	Katse Caravan Park	1	YES (1)	
	Radio (24hrs)	Katse Caravan Park	1		
	Firearm (24hrs)	Katse Caravan Park	1		
Night	Guard	Katse Caravan park	1	YES (1)	
<b>SUB-TOTAL</b>					

**15. MATSOKU OUTLET TUNNEL**

SHIFT	DESCRIPTION	LOCATION	No.	ARMED	MONTHLY RATES
Day	Guard	Mohale Outlet Tunnel	2	YES (2)	

	Radio (24hrs)	Mohale Outlet Tunnel			
	Firearm (24hrs)	Mohale Outlet Tunnel			
Night	Guard	Mohale Outlet Tunnel	2	YES (2)	

**SUB-TOTAL**

**16. KATSE SEISMIC STATIONS**

SHIFT	DESCRIPTION	LOCATION	No.	ARMED	MONTHLY RATES
Day	Guard	Mapeleng	1		
Night	Guard	Mapeleng	1		
Day	Guard	Ha Suoane	1		
Night	Guard	Ha Suoane	1		
Day	Guard	Ha Poli	1		
Night	Guard	Ha Poli	1		
Day	Guard	Ha Soai	1		
Night	Guard	Ha Soai	1		
Day	Guard	Katse Repeater Station	1		
Night	Guard	Katse Repeater Station	1		
<b>SUB-TOTAL</b>					
<b>TOTAL KATSE</b>					

**MOHALE**

**1. MOHALE OPERATIONS BUILDING**

SHIFT	DESCRIPTION	LOCATION	No.	ARMED	MONTHLY RATES
Day	Guard	Mohale Operations Building	3	Yes (1)	
	Radios (24hrs)	Mohale Operations Building	1		
	Firearm (24hrs)	Mohale Operations Building	1		
Night	Guard	Mohale Operations Building	3	Yes (1)	
<b>SUB-TOTAL</b>					

**2. MOHALE VILLAGE MAIN ENTRANCE**

SHIFT	DESCRIPTION	LOCATION	No.	ARMED	MONTHLY RATES
Day	Guard	Mohale Village - Main Entrance	2	Yes (1)	
	Radio (24hrs)	Mohale Village - Main Entrance	1		
	Firearm (24hrs)	Mohale Village - Main Entrance	1		
Night	Guard	Mohale Village - Main Entrance	2	Yes (1)	
<b>SUB-TOTAL</b>					

**3. MOHALE VILLAGE - NORTH (On Hill)**

SHIFT	DESCRIPTION	LOCATION	No.	ARMED	MONTHLY RATES
Day	Guard	Mohale Village – North	1	No	
	Radio (24hrs)	Mohale Village – North	1		
Night	Guard	Mohale Village – North	1	No	
<b>SUB-TOTAL</b>					

**4. MOHALE WATER TREATMENT PLANT**

SHIFT	DESCRIPTION	LOCATION	No.	ARMED	MONTHLY RATES
Day	Guard	Mohale Water Treatment Plant	1	Yes (1)	
	Radio (24hrs)	Mohale Water Treatment Plant	1		
	Firearm (24hrs)	Mohale Water Treatment Plant	1		
Night	Guard	Mohale Water Treatment Plant	1	Yes (1)	
<b>SUB-TOTAL</b>					

**5. MOHALE SEWERAGE TREATMENT PLANT**

SHIFT	DESCRIPTION	LOCATION	No.	ARMED	MONTHLY RATES
Day	Guard	Mohale Sewerage Treatment Plant	1	Yes (1)	
	Radio (24hrs)	Mohale Sewerage Treatment Plant	1		
	Firearm (24hrs)	Mohale Sewerage Treatment Plant	1		
Night	Guard	Mohale Sewerage Treatment Plant	1	Yes (1)	
<b>SUB-TOTAL</b>					

**6. MOHALE DAM COMPENSATION VALVE CONTROL HOUSE**

SHIFT	DESCRIPTION	LOCATION	No.	ARMED	MONTHLY RATES
Day	Guard	Mohale Dam Compensation Valve	1	Yes (1)	
	Radio (24hrs)	Mohale Dam Compensation Valve	1		
	Firearm (24hrs)	Mohale Dam Compensation Valve	1		
Night	Guard	Mohale Dam Compensation Valve	1	Yes (1)	
<b>SUB-TOTAL</b>					

**7. MOHALE DAM WALL**

SHIFT	DESCRIPTION	LOCATION	No.	ARMED	MONTHLY RATES
Day	Guard	Mohale Dam Wall	1	Yes (1)	

	Radio (24hrs)	Mohale Dam Wall	1		
	Firearm (24hrs)	Mohale Dam Wall	1		
Night	Guard	Mohale Dam Wall	1	Yes (1)	
<b>SUB-TOTAL</b>					

**8. MOHALE UHF/VHF REPEATER STATION (HA TSIU)**

SHIFT	DESCRIPTION	LOCATION	No.	ARMED	MONTHLY RATES
Day	Guard	Ha Tsiu	1	Yes (1)	
	Radio (24hrs)	Ha Tsiu	1		
	Firearm (24hrs)	Ha Tsiu	1		
Night	Guard	Ha Tsiu	1	Yes (1)	
<b>SUB-TOTAL</b>					

**9. MOHALE COMMERCIAL CENTRE & PETROL STATION**

SHIFT	DESCRIPTION	LOCATION	No.	ARMED	MONTHLY RATES
Night	Guard	Mohale Commercial Centre and Petrol Station	1	Yes (1)	
	Radio (24hrs)	Mohale Commercial Centre and Petrol Station	1		
	Firearm (24hrs)	Mohale Commercial Centre and Petrol Station	1		
<b>SUB-TOTAL</b>					

**10. MOHALE RUMDEL VILLAGE**

SHIFT	DESCRIPTION	LOCATION	No.	ARMED	MONTHLY RATES
Day	Guard	Mohale Rumdel Village	2	Yes (1)	
	Radio (24hrs)	Mohale Rumdel Village	2		
	Firearm (24hrs)	Mohale Rumdel Village	1		
Night	Guard	Mohale Rumdel Village	2	Yes (1)	
<b>SUB-TOTAL</b>					

**11. MOHALE SEISMIC STATIONS**

SHIFT	DESCRIPTION	LOCATION	No.	ARMED	MONTHLY RATES
Day	Guard	Ha Koporale	1	No	
Night	Guard	Ha Koporale	1	No	
Day	Guard	Likalaneng	1	No	
Night	Guard	Likalaneng	1	No	
Day	Guard	Matebeleng	1	No	
Night	Guard	Matebeleng	1	No	

	<b>SUB-TOTAL</b>	
	<b>TOTAL MOHALE</b>	

## E. POLIHALI

### 1. POLIHALI OPERATIONS BUILDING/LODGE

SHIFT	DESCRIPTION	LOCATION	No.	ARMED	MONTHLY RATES
Day	Guard	Tlokoeng Residences and Office	4	Yes (1)	
	Radio (24hrs)	Tlokoeng Residences and Office	1		
	Firearm (24hrs)	Tlokoeng Residences and Office	2		
Night	Guard	Tlokoeng Residences and Office	4	Yes (1)	

### 2. RAMONAKALALI

SHIFT	DESCRIPTION	LOCATION	No.	ARMED	MONTHLY RATES
Day	Guard		2	YES (2)	
	Radio (24hrs)		1		
	Firearm (24hrs)		1		
Night	Guard		2	YES (2)	

### 3.

#### POLIHALI COMMERCIAL CENTER

SHIFT	DESCRIPTION	LOCATION	No.	ARMED	RATES
Day	Guard		2	YES (2)	
	Radio (24hrs)				
	Firearm (24hrs)				
Night	Guard		2	YES (20)	
	Radio (24hrs)				
	Firearm (24hrs)				
<b>SUB-TOTAL</b>					
<b>TOTAL POLIHALI</b>					



**Notes:**

1. Consultants are to complete all the tables in this Section by providing the monthly rate for the listed services.
2. Items that the Consultant does not attach a figure too, will be deemed to be included in the other rates.

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



**LESOTHO HIGHLANDS WATER PROJECT**

**REQUEST FOR PROPOSALS FOR  
LHDA CONTRACT No. 1392**

**PROVISION OF SECURITY SERVICES FOR LHDA PROJECT SITES**

**SECTION 6 – LHWP ANTI-CORRUPTION POLICY**

LHDA  
Lesotho Bank Tower  
Kingsway  
Maseru, Lesotho

August 2024

## **LHWP ANTI-CORRUPTION POLICY**

### **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, 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 because 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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**LESOTHO HIGHLANDS WATER PROJECT**

**REQUEST FOR PROPOSALS FOR  
CONTRACT LHDA No. 1392**

**PROVISION OF SECURITY SERVICES FOR LHDA PROJECT SITES**

**SECTION 7 – EVALUATION CRITERIA**

LHDA  
Lesotho Bank Tower  
Kingsway  
Maseru, Lesotho

August 2024

## SECTION 7- EVALUATION CRITERIA

Lesotho Highlands Water Project

Contract No.: 1392

Contract Name: **PROVISION OF SECURITY SERVICES FOR LHDA PROJECT SITES**

Proposals compliant with the requirements for submissions described in the previous Sections will be evaluated by procedures that take into account technical and financial considerations.

### 7.1 EVALUATION OF THE TECHNICAL PROPOSAL

Technical Proposals will be opened first and evaluated on the basis of the following criteria, weighted as indicated:

	CRITERION	POINTS
<b>1</b>	<b>Tender Presentation</b>	
1.1	Overall quality of the proposal. <ul style="list-style-type: none"> <li>- Clarity and completeness</li> <li>- Conformity with Tender requirements</li> </ul>	2 3
<b>2</b>	<b>Company Experience</b>	
2.1	Company experience in similar projects in the past 5 years <ul style="list-style-type: none"> <li>- Provision of security services of similar types</li> <li>- Years the organization has been in operation providing security services.</li> <li>- Methodology, use of technology</li> <li>- Experienced supervision</li> </ul>	50
2.2	Project Organisation <ul style="list-style-type: none"> <li>- Proposals should include a complete and detailed organisation</li> </ul>	10
2.3	Resource Availability and Adequacy <ul style="list-style-type: none"> <li>- Adequacy of required resources and suitability of proposed resources e.g. radios, firearms, vehicles etc.</li> </ul>	20
2.4	Reference Letters <ul style="list-style-type: none"> <li>- Bidder should provide reference letters with contact details for similar services (security services) provided over the past 5 years</li> </ul>	15
<b>TOTAL TECHNICAL SCORE - N<sub>T</sub></b>		<b>100</b>

Technical Proposals scoring less than 70% (70 points) will be excluded from further consideration and their respective Financial Proposals will be returned, unopened.

## 7.2 EVALUATION OF THE FINANCIAL PROPOSAL

After correction for arithmetical or computational errors financial scores will be determined as follows:

The score for all financial proposals will be calculated using the formula below:

$$N_F = \left[ \left( \frac{P_t}{P_{min}} \right) * 100 \right]$$

Where:  $N_F$  = Financial Score

$P_t$  = Corrected price of proposal under consideration

$P_{min}$  = Corrected price of lowest cost proposal

## 7.3 COMBINED EVALUATION SCORE - $N_C$

The Combined Evaluation Score will be made up of the marks for the technical proposal accounting for 70% and the marks for the financial proposal accounting for 30% of the final bid score.

Pursuant to the above, the final weighted score or combined evaluation score, will be computed as follows:

$$N_C = 0.7 N_T + 0.3 N_F$$

Where:  $N_T$  = Combined evaluated score for proposal under consideration

$N_C$  = Score for Technical Proposal

$N_F$  = Score for Financial Proposal

The LHDA may at its discretion seek clarification from a Bidder on parts of the proposal to facilitate the evaluation process. Such clarifications shall be requested in writing and shall not change the proposal. There shall be no other communication on the proposal between LHDA and the Bidders during the evaluation process.

LHDA will then enter into negotiations with the preferred Consultant with the intention of entering into a Contract. At the conclusion of the negotiations, the Client will prepare a Memorandum of Understanding, which, together with the Client's Letter of Acceptance of the Proposal will constitute a binding contract, unless and until a formal Contract Agreement has been entered into. In the event that these negotiations are not successful, LHDA will proceed to the second-ranked Consultant, and so on.

The LHDA reserves the right to conduct background checks for all its potential

consultants

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**LESOTHO HIGHLANDS WATER PROJECT**

**REQUEST FOR PROPOSALS FOR  
CONTRACT LHDA No. 1392**

**PROVISION OF SECURITY SERVICES FOR LHDA PROJECT SITES**

**SECTION 8 – AGREEMENT**

LHDA  
Lesotho Bank Tower  
Kingsway  
Maseru, Lesotho

August 2024

## AGREEMENT

Lesotho Highlands Water Project

Contract LHDA No. **1392**

Contract Name: **PROVISION OF SECURITY SERVICES FOR LHDA PROJECT SITES**

This agreement dated \_\_\_\_\_ day of \_\_\_\_\_ 20

Between the Lesotho Highlands Development Authority (LHDA) (hereinafter called “the Client”) of the one part; and [Enter Consultant Name] (hereinafter called “the Consultant”) of the other part.

WHEREAS, the Client desires that certain Services should be performed by the Consultant, namely **Contract LHDA No. - PROVISION OF SECURITY SERVICES FOR LHDA PROJECT SITES** and has accepted a proposal by the Consultant for the performance of such services.

### **THE CLIENT AND THE CONSULTANT AGREE AS FOLLOWS:**

1. The following documents shall be deemed to form and be read and construed as part of the Agreement, namely:
  - a. Section 1 - Contract Agreement
  - b. Section 2 - Letter of Acceptance
  - c. Section 3 - Memorandum of Understanding (if any)
  - d. Section 3 – Particular Conditions of Contract
  - e. Section 4 - Conditions of Contract
  - f. Section 5 - Scope of Services
  - g. Section 6 - Consultant’s Proposal
  - h. Section 7 - LHWP Anti-Corruption Policy
  - i. Section 8 - Tax Requirements
  - j. Section 9 - Power of Attorney
  - k. Section 10 – Banking Details
  - l. Section 11 - Any other documents forming part of the Contract
2. In the event of ambiguity, the order of precedence of documents is as given above.
3. In consideration of the payments to be made by the Client to the Consultant under this Agreement, the Consultant hereby agrees with the Client to perform the Services in conformity with the provisions of the Agreement.
4. The Client hereby agrees to pay the Consultant in consideration of the performance of the Services such amounts as may become payable under the provisions of the Agreement at the times and in the manner prescribed by the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year stated above in accordance with their respective laws.

**AUTHORISED SIGNATURE(S) OF LHDA**

**AUTHORISED SIGNATURE(S) OF CONSULTANT**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Designation:  
\_\_\_\_\_

Designation:  
\_\_\_\_\_

Signature:  
\_\_\_\_\_

Signature:  
\_\_\_\_\_

**In the presence of:**

**Witness 1:**

**In the presence of:**

**Witness 1:**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Signature:  
\_\_\_\_\_

Signature:  
\_\_\_\_\_

**Witness 2:**

**Witness 2:**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Signature:  
\_\_\_\_\_

Signature: \_\_\_\_\_

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



**LESOTHO HIGHLANDS WATER PROJECT**

**CONTRACT DOCUMENT**

**CONTRACT LHDA No. 1392**

**PROVISION OF SECURITY SERVICES FOR LHDA PROJECT SITES**

**SECTION 9 – PARTICULAR CONDITIONS**

LHDA  
LHDA Tower Building  
Kingsway  
Maseru, Lesotho

August 2024



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



**LESOTHO HIGHLANDS WATER PROJECT**

**CONTRACT DOCUMENT**

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LHDA  
L.HDA Tower Building  
Kingsway  
Maseru, Lesotho

August 2024

These Particular Conditions supplement the General Conditions and shall modify, delete and/or add to the General Conditions.

Where any clause, paragraph, or subparagraph in the General Conditions is supplemented by one of the following paragraphs, the provisions of such clause, paragraph, or subparagraph shall remain in effect and the supplementary provisions shall be considered as added thereto.

Where any clause, paragraph, or subparagraph in the General Conditions is amended, deleted, or superseded by any of the following paragraphs, the provisions of such clause, paragraph, or subparagraph not so amended, deleted, or superseded shall remain in effect.

Clause numbers herein refer to the same clause numbers as in the General Conditions.

## **A. References from clauses in the General Conditions of Contract**

### **1.1 Definitions**

Treaty	Treaty on the Lesotho Highlands Water Project concluded between the Republic of South Africa and the Kingdom of Lesotho on 24 <sup>th</sup> May 1986 as amended. It includes the Protocols, Annexures, and Annexes adopted as part of the Treaty.
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1.1.10	Commencement Date is	As given in the Letter of Acceptance
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1.1.11	Time for Completion is	5 years
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<b>1.3</b>	<b>Language for Communications</b>	English
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<b>1.4</b>	<b>Language of Agreement</b>	English
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	Ruling Language	English
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	Governing Law	Laws of the Kingdom of Lesotho
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### **1.8 Notices**

Client	Lesotho Highlands Development Authority
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Address	LHDA Tower Building (Formerly Lesotho Bank Tower) Kingsway Road P.O. Box 7332 Maseru, Lesotho
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	Email	<a href="mailto:Procurement@lhda.org.ls">Procurement@lhda.org.ls</a>
	Consultant	
	Address	
	Email	
<b>2.7</b>	<b>Client Representative</b>	
<b>3.6</b>	<b>Representatives</b>	Consultant's Authorized Representative
5.2.2	Agreed compensation for overdue payment (% per annum, applied daily)	Shall be the prime lending rate of the Central Bank of Lesotho
<b>6.2</b>	<b>Duration of Liability</b>	From Commencement Date to Time for Completion
6.3.1	Limit of Compensation	The limit of compensation shall be (3) times the monthly invoice per incidence.
<b>7.1</b>	<b>Insurance for Liability and Indemnity</b>	
7.1.1(a)	Professional Indemnity	
	Duration of Insurance	
7.1.1(c)	Public/Third Party Insurance	
	Duration of Insurance	
<b>8.2</b>	<b>Mediation</b>	
8.2.1	Name of Mediator	N/A
8.2.2	Mediation Procedures	N/A
8.2.3	Arbitration Rules	The dispute shall be finally settled by institutional arbitration under the Rules of Arbitration of the International Chamber of Commerce, subject to the substantive and procedural laws of the Kingdom of Lesotho. The arbitration shall be held in Maseru, Lesotho. The dispute shall be settled by one Arbitrator who is settled in Southern Africa. The arbitration shall be conducted in English.

## **B. REFERENCES FROM CLAUSES IN THE GENERAL CONDITIONS OF THE CONTRACT**

### **CLAUSE 1 – GENERAL PROVISIONS**

#### **1.1 Definitions**

1.1.1 *Delete this Sub-Clause in its entirety and replace it with the following:*

“Agreement” means the conditions of the Client/Consultant Model Services Agreement (General Conditions and Particular Conditions) together with Appendix 1 (Scope of Services), Appendix 2 (Personnel, equipment, facilities, and services of others to be provided by the Client), Appendix 3 (Remuneration and Payment), Appendix 4 (Time Schedule for the Services), Appendix 5 (Project Organization and Staff Input), Appendix 6 (The LHWP Anti-corruption Policy), Appendix 7 (Insurances and Guarantees) and any letters of offer and acceptance or otherwise as specified in Particular Conditions.

*Additional Sub-Clause*

1.1.16 “Joint Venture (JV)” means an association with or without legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all business for and on behalf of any members of the JV and where the members of the JV are jointly and severally liable to the client for the performance of the Contract.

*Additional Sub-Clause*

1.1.17 Conflict of Interest means any actual, potential, or apparent conflict between

- a) Any person involved with the LHWP in connection with their duties, and
- b) The private interests of that person, related parties, their business associates, organizations with which they are associated, or any individual or organization with whom that person is negotiating, or has any arrangements concerning prospective employment; or
- c) Any person appointed by the LHWP who may have any actual, potential, or apparent conflict with any other entity that is tendering for or involved with the LHWP.

*Additional Sub-Clause*

1.1.18 **“Direct Interest”** means a reasonable likelihood that circumstances of that person referred to in 1.1.16(a) be it natural or juristic, would be directly altered if a matter is decided in a particular way, including but not limited to, a reasonable likelihood that of that person referred to in 1.1.16(a) be it natural or juristic, would be directly altered if a matter is decided in a particular way, including but not limited to, a reasonable likelihood that

- a) A person will receive a direct financial benefit or loss;
- b) The patrimonial amenity (family relation) of that person will be directly affected.

*Additional Sub-Clause*

1.1.19 **“Indirect Interest”** means one or more of the following between Parties mentioned in either 1.1.17(a) and (b); or 1.1.17(c);

- a) A close relation or association
- b) Indirect financial interest
- c) Conflicting duty
- d) Receipt of a gift; or
- e) Becoming an interested party

## **1.4 Law and Language**

*Additional Sub-Clauses:*

- 1.4.2 The Consultant shall comply with all laws and regulations in force as may be amended from time to time.
- 1.4.5 This agreement, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable Lesotho laws except in aspects specifically dealt with or provided for in the Treaty.

## **1.7 Copyright**

1.7.1 *Delete this clause in its entirety and replace it with the following;*

All plans, drawings, specifications, reports of studies, calculations, designs, computer programs and software, reports, and similar documents prepared under this Agreement shall be deemed to be the property of the Client and shall not be disclosed to Third Parties without the written approval of the Client. All copies of such documents shall be returned to the Client on completion of, or termination of, the Contract.

## **1.10 Corruption and Fraud**

1.10.1 *Delete this clause in its entirety and replace it with the following.*

The Consultant, its staff, subcontractors, agents, and servants shall not accept, offer to give, or agree to offer to give to any person any bribe, gift, gratuity, or commission as an inducement or reward for doing or

forbearing to do any action about this agreement. Furthermore, the Consultant its staff, subcontractors, agents, and servants shall comply with the relevant Lesotho Anti-Corruption Law and the Lesotho Highlands Water Project Anti-Corruption Policy (always see Annexure 3 - LHWP Anti-Corruption Policy).

## **CLAUSE 2 – THE CLIENT**

### **2.7 Client’s Representative**

#### *Additional Sub-Clause*

2.7.2 The Client’s representative may delegate any duties to another and may at any such time revoke such delegation. Any such delegation or revocation of delegation shall be made in writing.

## **CLAUSE 3 – THE CONSULTANT**

### **3.3 Duty of Care and Exercise of Authority**

#### *Additional Sub-Clauses*

3.3.3 The Consultant shall perform the Services and carry out its obligations hereunder with generally accepted techniques, practices, and professionalism, and all due diligence, efficiency, and economy, by standards recognised by international professional bodies, and shall observe sound management and technical practices and employ appropriate advanced technology and safe and effective equipment, machinery, material, and methods.

#### *Additional Sub-Clause*

3.3.4 The Consultant shall always act, in respect of any matter relating to this Agreement or the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client’s legitimate interests in any dealings with subcontractors of Third Parties, in so far as any of its duties are discretionary.

#### *Additional Sub-Clause*

3.3.5 The Consultant, its subcontractors, and the personnel of either of them shall not, either during the term or after the expiry of this Agreement, disclose any information without the prior written consent of the Client.

#### *Additional Sub-Clause*

3.3.6 The Consultant is liable to the Client for the performance of the Services by the provisions of this Agreement and 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:

- (a) 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, its subcontractors, or the personnel of either of them.

- (b) The Consultant shall not be liable for any loss or damage caused by or arising out of circumstances over which the Consultant had no control.

## **CLAUSE 4 – COMMENCEMENT, COMPLETION, VARIATION, AND TERMINATION**

### **4.5 Changed Circumstances**

#### *Additional Sub-Clauses*

#### **4.5.3 Force Majeure**

##### **4.5.3.1 Definition**

- (a) For this Agreement, “Force Majeure” means an event that is beyond the reasonable control of a Party and that makes a Party’s performance of its obligations hereunder impossible in the circumstances, and includes, but is not limited to, war, riots, hostilities (whether war is declared or not), invasions, the act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies
- (b) Force Majeure shall not include:
  - i. Any event that is caused by the negligence or intentional action of a Party or such Party’s subcontractors or agents or employees.
  - ii. Any event that a diligent Party could reasonably have been expected to both consider at the time of the execution of this Agreement and avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make a payment required hereunder.

##### **4.5.3.2 No Breach of Agreement**

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of or default under, this Agreement insofar 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 to carry out the terms and conditions of this Agreement.

Measures to be taken.

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

#### **4.5.3.3 Extension of Time**

Any period within which a Party shall, under this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such activities as a result of Force Majeure.

#### **4.5.3.4 Payments**

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Agreement as well as to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the Services and in reactivating the Services after the end of such period.

#### **4.5.3.5 Consultation**

Not later than Twenty Eight (28) days after a Party, as a result of an event of Force Majeure, shall have become unable to perform a material portion of the Services, the Parties shall consult with each other to agree on appropriate measures to be taken in the circumstances.

### **4.6 Abandonment, Suspension, or Termination**

#### *Additional Sub-Clause*

4.6.4 The Client may, by written Notice of Suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Agreement, including the carrying out of the Services, provided that such Notice of Suspension:

- (a) Shall specify the nature of the failure, and
- (b) Shall request the Consultant to remedy such failure within a period not exceeding fourteen (14) days after receipt by the Consultant of such Notice of Suspension



*Additional Sub-Clause*

**4.6.5 Termination by the Client**

The Client may terminate this Agreement after the occurrence of any of the events specified in paragraphs (a) to (e) of this Clause, by giving not less than fourteen (14) days' Notice of Termination to the Consultant.

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension under Clause 4.6, within fourteen (14) days of receipt of such notice of suspension or such further period as the Client may have subsequently approved in writing.
- (b) If the Consultant becomes insolvent or bankrupt or enters into any agreements with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary.
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings under Clause 8.3.
- (d) If the Consultant submits to the Client a statement that has a material effect upon the rights, obligations, or interests of the Client and which the Consultant knows to be false.
- (e) If, because of Force Majeure, the Consultant is unable to perform a material portion of the Services for not less than twenty-eight (28) days.

*Additional Sub-Clause*

**4.6.6 Termination by the Consultant**

The Consultant may terminate this Agreement after the occurrence of any of the events specified in paragraphs (a) to (d) of this Clause, by giving not less than fourteen (14) days' notice of termination to the Client.

- (a) If the Client fails to pay any money due to the Consultant under this Agreement and not subject to dispute under Clause 8 within twenty-eight (28) days after receiving written notice from the Consultant that such payment is overdue.
- (b) If the Client is in material breach of its obligations under this Agreement and has not remedied the same within twenty-eight (28) days (or such longer period as the Consultant may have subsequently agreed in writing) following the receipt by the Client of the Consultant's notice specifying such breach.
- (c) If, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for not less than Forty-Eight days (48) days.

- (d) If the Client fails to comply with any final decision reached as a result of arbitration under Clause 8.3.

*Additional Sub-Clause*

#### **4.6.7 Cessation of Rights and Obligations**

Upon termination of this Agreement under Clause 4.6.1, or expiration of this Agreement under Clause 4.6.3, all rights and obligations of the Parties hereunder shall cease except:

- (a) Such rights and obligations as may have accrued on the date of termination or expiration.
- (b) The obligations of confidentiality outlined in Clause 3.3.5.
- (c) The Consultant's obligation to permit auditing of the assets as outlined in Clause 5.6.
- (d) Any right that a Party may have under the applicable law.

*Additional Sub-Clause*

#### **4.6.8 Cessation of Services**

Upon termination of this Agreement by notice of either Party to the other under Clause 4.6.5 or Clause 4.6.6, immediately upon dispatch or receipt of such notice, the Consultant shall take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. To this end, except as otherwise directed by the Client, the Consultant shall:

- (a) Stop-work under the Agreement on the date and to the extent specified in the Notice of Termination and place no further orders or sub-contracts.
- (b) Terminate all orders and subcontracts to the extent that they relate to the performance of Services terminated.
- (c) Assign to the Client, as the Client may direct, all of the rights, titles, and interests of the Consultant under the orders for subcontracts so terminated. The Client shall have the right to settle any claims arising out of the termination of such orders and subcontracts.
- (d) To the extent that the Client may require, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the costs of which would be reimbursable in whole or in part under this Agreement.

- (e) Concerning documents prepared by the Consultant under this Contract, transfer title and deliver to the Client as directed all completed or partially completed plans, drawings, information, and other property that would be required to be furnished to the Client under the Agreement, provided that this requirement shall not apply to goods for which the Consultant has not been reimbursed.
- (f) Complete performance of that part of the Services that has not been terminated by the Notice of Termination.
- (g) Take such action as may be necessary for the protection of the property related to this Agreement that is in the possession of the Consultant and to which the Client has a title.

## **CLAUSE 5 – PAYMENT**

### **5.1 Payment to the Consultant**

#### *Additional Sub-Clause*

- 5.1.4 Upon termination of this Agreement under Clause 4.6, the Client shall make the following payments to the Consultant:
- (a) Remuneration under Clause 5.1 for Services performed by this Agreement before the effective date of termination.
  - (b) Reimbursable expenditure under Clause 5.1 for expenditure incurred before the effective date of termination.
  - (c) Except in the case of termination under paragraphs (a) to (d) of Clause 4.6.6, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Agreement.

#### *Additional Sub-Clauses*

- 5.1.5 Remuneration of the Consultant under services provided under this agreement shall constitute his sole remuneration in connection with this agreement. The Consultant, its personnel, and staff shall not except for their benefit any trade commission, discount, or similar payment in connection with activities under this agreement.
- 5.1.6 The proposed professional fees and disbursements shall remain in effect without escalation for the first twelve (12) months of the Contract, i.e., from the date of the Letter of Acceptance. They shall be adjusted thereafter on the anniversary date of the Contract, in arrears, using the recently published CPI value.

### **5.2 Time for Payment**

- 5.2.2 If the Consultant does not receive a payment within the time stated in

Clause 5.2.1 (General Conditions) for items that are not in dispute or have not been contested, he shall be paid interest on late payment at a rate of 1% plus Prime Lending Rate per day the payment is late.

#### **5.4 Third Party Charges on the Consultant**

##### *Additional Sub-Clauses*

5.4.2 It is the Consultant's responsibility to ensure compliance with all Lesotho taxation laws as per tax requirements.

5.4.3 The Consultant must take note of detailed requirements to fully disclose payment of all taxes when presenting Value Added Tax invoices, certificates for payment, and for such disclosure to be in the format as advised by the Client. Failure to do so shall constitute sufficient ground for the Client to terminate this contract.

#### **5.5 Disputed Invoices**

##### *Additional Sub-Clause*

5.5.1 If any item or part of an item in an invoice submitted by the Consultant is contested by the Client, the Client shall give a notice of his intention to withhold payment with reasons and shall not delay payment on the remainder of the invoice.

### **CLAUSE 7 – INSURANCE**

#### **7.1 Insurance for Liability and Indemnity**

##### *Additional Sub-Clauses*

7.1.4 The Consultant shall keep the Client, both during and after the term of this Agreement, fully indemnified in the sum of M1 million against all loss, damage, injuries, deaths, expenses, actions, proceedings, demands, costs, and claims, including but not limited to legal fees and expenses, suffered by the Client or any Third Party, where such loss, damage, injury or death is the result of negligence, default, omission or breach of this Agreement by the Consultant or its subcontractors, or the personnel or agents of either of them including the use or violation of any copyrighted work or literary property or patented invention, article or appliance.

7.1.5 The Client shall keep the Consultant, both during and after the term of this Agreement, fully and effectively indemnified against all losses, damage, injuries, deaths, expenses, actions, proceedings, costs, and claims, including but not limited to legal fees and expenses, suffered by the Consultant or any Third Party, where such loss, damage, injury or death is the result of negligence, default, omission or breach of this Agreement by the Client or its employees or agents, including the use or violation of any copyrighted work or literary property or patented invention, article or appliance.

- 7.1.6 The Client is liable to the Consultant for the performance of the Services by the provisions of this Agreement and any loss or damage suffered by the Consultant because of negligence, default, or omission of the Client in such performance, subject to the following limitations:
- (a) The Client 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 Client, its employees, or agents.
  - (b) The Client shall not be liable for any loss or damage caused by or arising out of circumstances over which the Client had no control.

## **CLAUSE 8 – DISPUTES AND ARBITRATION**

### **8.1 Amicable Dispute Resolution**

8.1.1 *Delete this Sub-Clause in its entirety and replace it with the following:*

If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute will, within twenty-eight (28) days of a written request from one Party to the other, meet in good faith effort to resolve the dispute. If the dispute is not resolved within twenty-eight (28) days of the meeting being held, the Parties shall proceed to Arbitration as per Clause 8.2.

### **8.2 Mediation**

*Delete this Sub-Clause in its entirety.*

### **8.3 Arbitration**

*Delete all Sub-Clauses in their entirety and replace them with the following:*

- 8.3.1 Any dispute that cannot be settled amicably within 56 days after receipt by one (1) Party of the other Party's request for such settlement, the dispute shall be settled finally by the provisions of the Arbitration Act No. 12 of 1980 of Lesotho, subsequent amendments thereof.
- 8.2.2 The arbitration proceedings shall be held in Maseru.
- 8.2.3 If either Party disputes whether an event specified in paragraphs (a) to (e) of Clause 4.6.5 or in paragraphs (a) to (d) of Clause 4.6.6 has occurred, such party may, within forty-two (42) days after receipt of Notice of Termination from either Party, refer the matter to arbitration under Clause 8.2, and this Agreement shall not be terminated on account of such event except by the terms of any resulting arbitration award.

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



**LESOTHO HIGHLANDS WATER PROJECT**

**REQUEST FOR PROPOSALS FOR  
CONTRACT LHDA No. 1392**

**PROVISION OF SECURITY SERVICES FOR LHDA PROJECT SITES**

**SECTION 10 – CONDITIONS OF CONTRACT**

LHDA  
Lesotho Bank Tower  
Kingsway  
Maseru, Lesotho

August 2024

## **PART I - GENERAL CONDITIONS OF CONTRACT**

The General Conditions of Contract for this Agreement shall be the FIDIC Client/Consultant Model Services Agreement, 4<sup>th</sup> Edition, 2006 subject to the additions and amendments as stated in the Conditions of Particular Application.

Any provision of this Agreement that may be unenforceable shall be severable from the remaining provisions of the Agreement and shall not affect the operation and interpretation of such remaining provisions, provided that the Parties undertake to negotiate with one another to redraw the void provision to render such provision enforceable.

This Agreement contains all covenants, stipulations, and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise, or agreement not set forth herein.

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



**LESOTHO HIGHLANDS WATER PROJECT**

**REQUEST FOR PROPOSALS FOR  
CONTRACT LHDA No. 1392**

**PROVISION OF SECURITY SERVICES FOR LHDA PROJECT SITES**

**SECTION 11 – TAX REQUIREMENTS**

LHDA  
Lesotho Bank Tower  
Kingsway  
Maseru, Lesotho

August 2024



## **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.

