



Lesotho Highlands Development Authority

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REQUEST FOR

QUOTATIONS

QUOTATIONS FOR CONDUCTING

OCCUPATIONAL HEALTH ASSESSMENTS

1. INTRODUCTION

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 now invites **Occupational Health Practitioners** registered with **Lesotho Medical, Dental and Pharmacy Council** per Occupational Safety and Health Act 2024 to conduct occupational health assessments for LHDA workers exposed to occupational stressors.

2. INSTRUCTIONS TO BIDDERS – ADMINISTRATIVE REQUIREMENTS

2.1 INVITATION TO BID INFORMATION

2.1.1 Submission of Bids

- Proposals must be made for the complete Scope of Services and contain all documents as specified.
- Bids must have a detailed break-down of all relevant costs.
- All documents relating to this invitation must be submitted combined as the original and 6 copies bearing no identification of the bidder and marked **“QUOTATION FOR CONDUCTING OCCUPATIONAL HEALTH ASSESSMENTS”**.
- The quotations are to be deposited into the LHDA Tender box located on the 7th floor, LHDA Tower – Kingsway Road Maseru, on or before **1200hrs on Wednesday 22 November 2024.**
- **NO LATE QUOTATION WILL BE ACCEPTED.**
- The use of couriers is at the Bidders' own risk

2.1.2 Proposal Time Frames

- a) Submission of proposals 22 November 2024
- b) Completion of evaluation 26th November 2024
- c) Notification of Award of contract 30th November 2024

2.1.3 Contact Person

Request for further information and/or clarification **must only** be directed in writing to the following:

Procurement Office

7th Floor – Lesotho Bank Tower

Tel +266 22311280

Email – procurement@lhda.org.ls who will make copies of the clarification respond to other bidders.

3. SCOPE OF SERVICES

Conduct the following tests: every six months on 158 workers deployed at various LHDA sites.

- General medical examinations
- Widal test
- Chest X-ray
- Locomotive test
- Mercuric test
- Blood sugar (working at heights/depths)
- Audiometric test
- Hepatitis A
- Pre-entry medical examinations (based on job specification)
- Exit medical examinations (based on job specification)
- Ad-hoc occupational medical assessments.

Show whether you come on site or LHDA workers come to your testing area. Confirm the availability of the medical equipment to perform the above tests.

4.0 PREPARATION OF BID DOCUMENTS

The Technical Proposal will account for 70% of the total Bid score while the Financial Proposal will account for 30% of the Bid score.

4.1 Format of the Proposals

The Bidder shall submit the proposals, as described in this section. The proposal should follow the format detailed hereunder:

4.1.1 Title Page with title of the Bid, Bidder's name and address, contact person and contact telephone number and email address.

4.1.2 An introductory letter addressed to the Chief Executive of LHDA, identifying full details of the Bidder and signed by the person or persons authorized to sign on behalf of the Bidder, and bind the Bidder to statements made in the Bid document.

4.1.3 Table of Contents including page numbers.

4.1.4 Company or Individual Consultant Profile or CV' on similar projects, in Lesotho.

- Client's name & contact details
- Brief project description
- Project duration
- Total Project cost
- Exact service performed
- The Bidder must provide full but concise information on the Individual or company or firm's experience in relation to the services to be provided.

4.1.5 Reference letters from at least three previous Clients for similar works.

4.1.6 The Bidder shall submit the company profile together with Company Registration Certificate, Traders Licence, VAT certificate (where applicable), Tax Clearance Certificate and Bank Letter.

4.1.7 Pricing of the Bid

Bidders are to price their bids in the following format;

- Quote prices excluding VAT
- VAT to be shown separately below the price (If applicable)
- The bid must show price per person per each test as shown on scope of work.
- The validity of the price must be shown on the bid and must extend up to end of the Contract duration (3 years), for the preferred bidder.
- Delivery (lead) time should be clearly stipulated

5.0 EVALUATION OF BID DOCUMENTS

5.1 Items to be included in the Bid

To make it easier, consistent and to ensure that each bid receives full consideration, the format given in Section 4 of this document should be strictly adhered to and the following should be clearly stated:

Bidders must note that Lesotho Tax Laws and other applicable Laws will apply.

5.2 The evaluation of the quotes shall be based on the following criteria:

Functional Factors	Criteria Description	Weighting (%)
Quality of proposal	Overall quality of proposal	5
Company Experience	Company/Individual experience of not less than five (5) years in similar projects with similar organization size.	20
Registration	Valid Certificate to confirm registration with Lesotho Medical, Dental and Pharmacy Council	10
Availability of Resources	Adequacy of resources e.g. Equipment, Manpower etc.	20
Sample Feedback reporting	The bidder must have relevant experience in compiling individual reports and provision of assessment feedback.	5
Qualification	Medical Practitioner, Degree in Occupational Health or equivalent as prescribed in Occupational Safety and Health Act 2024.	20
Client References	Reference letters from at least 3 previous clients with contacts details.	10
Licencing and Tax Compliance	Current Traders licence, Tax Clearance certificates, Vat (where applicable)	5
Methodology and approach	Work approach/ Methodology	5
		100

In order for Bidders to have their financial proposal evaluated, they must obtain a minimum technical score of 70 %.

5.3 The Financial Evaluation

- The lowest price proposal will score 100 points
- Proposals that are 30% or higher above the average of all financial proposals will score zero (0) points.

$$FS = \frac{Po}{P} \times 100$$

P

Where:

FS = Financial Score of company being evaluated
P = Price of company being evaluated
Po = Lowest price

The procedure will provide for the ranking of the acceptable proposals in descending order and calculating the average of all proposals and eliminating those proposals that are more than 30% above the average of the proposals of the quotations that have acceptable technical proposals.

5.4 Combined Technical and Financial Score

The combined technical and financial score for each qualifying proposal will be the addition of the Technical Score (FT) weighted by 70% and Financial Score (FF) weighted by 30% as follows:

$$\text{Final Score} = 0.70 \times \text{FT} + 0.30 \times \text{FF}$$

Where:

FS = Combined and Final Score
FT = Technical Score
FF = Financial Score

6.0 IRREVOCABILITY OF BIDS

All bids submitted are irrevocable after the due submission date until the expiry of the bid validity period indicated below, and as such the bidder binds him/herself that he/she will enter negotiations with LHDA based on the submitted bid.

7.0 BIDDING COSTS

The LHDA's Request for Quotations document is obtainable free of charge if downloaded from the LHDA website (www.lhda.org.ls) or at the cost of M1 000.00 NON REFUNDABLE FEE if collected from LHDA offices.

However, bidders are solely responsible for their own expenses in preparation and submission of bids and any other costs relating to subsequent negotiations with the LHDA. If the LHDA elects to reject a proposal, the LHDA will also not be liable to any bidder for any claims relating to this bid whatsoever.

8.0 BID VALIDITY AND PRICING

Bids will be valid for at least 90 days after the closing date and prices will be firm for the entire implementation period.

9.0 CURRENCY AND TAXES

Prices quoted are to be:

- i) In either Maloti or Rand (1 Loti = 1 SA Rand) where other currencies are inevitable, then the rate of exchange must be indicated and an indication whether it shall hold despite fluctuations or shall be determined at the time of contract signing.
- ii) The successful bidder will be subject to taxation laws applicable in the Kingdom of Lesotho at time of tendering -if applicable

10.0 ADDITIONAL INFORMATION

10.1 Acceptance of Bids

This Request for Quotations should not be construed as an agreement to supply the required services. LHDA is not bound to enter a contract with the bidder who submits the lowest priced bid. Bids will only be assessed in terms of the evaluation criteria.

10.2 Modification of Terms

LHDA reserves the right to modify the terms of this Request for Quotations at any time in its sole discretion. This includes the right to cancel this Request for Quotations at any time prior to entering into a contract with the successful bidder; notice to that effect shall be given to all bidders.

10.3 Ownership of Bids

All documents including bids, submitted to the LHDA become the property of the LHDA.

10.4 Confidentiality of Information

All bids submitted by bidders shall be held in strict confidence and will not be revealed to any other party.

All Information pertaining to the LHDA obtained by the bidder because of participation in this project is confidential and must not be disclosed without written authorisation from the LHDA.

10.5 Acceptance of Terms

All terms and conditions of this Request for Quotations are deemed to be accepted by the bidders and incorporated by reference in their bids, except such conditions and provisions that are expressly excluded. There will be an

opportunity to review these conditions upon selection of the successful bidder and during subsequent negotiations.

The proposal or sections thereof of the successful bidder may form part of the final contract.



QUOTATIONS FOR CONDUCTING OCCUPATIONAL HEALTH ASSESSMENTS

LHWP ANTI-CORRUPTION POLICY - 2019

Adopted by the Lesotho Highlands Water Commission in April 2019

1. This Policy has been adopted pursuant to Article 16 of the Agreement on Phase II of the Lesotho Highlands Water Project between the Government of the Kingdom of Lesotho and the Government of the Republic of South Africa.

Definitions:

2. In this Policy:
 - 2.1. the Lesotho Highlands Water Project will be referred to as the Project and includes Phases IA, IB and II thereof;
 - 2.2. the Project Authority includes the Lesotho Highlands Water Commission ("the LHWC") and the Lesotho Highlands Development Authority ("the LHDA");
 - 2.3. employees of the Project Authority include employees and board members of the LHDA and employees of and delegates to the LHWC;
 - 2.4. in the context of this Policy, an agent is not a *bona fide* business, practice or individual which provides facilitation services to consultants and contractors for the purposes of registration with government authorities and for obtaining the necessary licences, permits and clearances to practice within the Kingdom of Lesotho (e.g. Income tax clearance, trading licence, work permits, etc.). In the context of this Policy, such facilitators are legitimate service providers for purposes of assisting consultants and contractors to comply with the legal requirements for permitting, licencing and registration.

Background:

3. Phases IA and IB of the Project were tainted by corruption which caused the integrity of the Project to be undermined and questioned.
4. Despite the best efforts of the Lesotho prosecuting authorities, working in conjunction with the Project Authority, and by reason of the insidious nature of corruption, the full extent of the corruption in connection with these Phases is not known, nor is the identity of each and every entity or individual involved.
5. In the light of these experiences the Phase II Agreement provides in Article 16 for the development and adoption of an Anti-Corruption Policy for the Project.

Principles:

6. All persons or entities involved in the Project must observe the highest standards of compliance and ethics. The Project Authority shall take all appropriate measures to combat corruption in all its forms.
7. All contracting parties or entities, and persons otherwise involved in the Project, shall take all appropriate measures to prevent and combat corruption and to refrain from engaging in corruption in connection with their involvement in the Project.

Application of Policy:

8. The provisions of this Policy shall apply to all contractors and consultants involved in the Project, including the pre-qualification of bidders and tenderers (where applicable), the evaluation of bids and tenders and the award of contracts.
9. Henceforth every contract entered into under the Project shall provide for the incorporation of this Policy into such contract.
10. The provisions of this Policy shall apply to the employment and the conduct of employees of the Project Authority.
11. The provisions of this Policy shall apply to recipients of compensation in terms of the Project.
12. For the purposes of this Policy corruption shall include the following:
 - 12.1. A "corrupt practice", such being the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of any person or entity in connection with the Project.

- 12.2. A “fraudulent practice”, such being any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, any person or entity in connection with the Project, to obtain a financial or other benefit or to avoid an obligation.
- 12.3. A “collusive practice”, such being an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of any person or entity in connection with the Project. Such practices may include:
 - 12.3.1. Corporate conflict of interest, where two or more firms are engaged in joint pursuits elsewhere with a common business goal such that the firm or its employees “have the potential or ability to influence or be influenced in their judgement or evaluation of an offer, bid or tender of one of the firms engaged with them elsewhere such that the evaluation/assessment cannot be completely impartial/unbiased and objective”; or
 - 12.3.2. Perceived conflict of interest, defined as “when a third party observing the procurement process considers the process to be influenced or biased based on the perception of business or other relationships between the corporate entities”.
- 12.4. Bias when dealing with claims and variation orders during administration of the contract. A “coercive practice”, such being impairing or harming, or threatening to impair or harm, directly or indirectly, or to influence improperly, any person or entity in connection with the Project.
- 12.5. An “obstructive practice”, such being:
 - 12.5.1. the destroying, falsifying, altering or concealing of evidential material relevant to an investigation, as referred to in paragraphs 28 and 29 hereunder, or the making of false statements to investigators in order to materially impede such investigation; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to such investigation or from pursuing such investigation; or
 - 12.5.2. acts intended to materially impede the exercise of the Project Authority’s right to access to information, as referred to in paragraphs 28 and 29 hereunder.

Participation in Contracts:

13. Where a contractor or consultant, or any employee or former employee of such contractor or consultant, or any individual, was previously involved or implicated in corruption, such contractor, Supplier 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, Supplier 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 Supplier 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 Supplier 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 Supplier 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 Supplier 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 victimized 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 cooperate with any such investigation and shall make available to the Project Authority any records or other evidential material as the Project Authority may require for purposes of such investigation.
30. The investigation referred to in paragraphs 28 and 29 shall be conducted by independent investigators appointed by the LHDA Board or the LHWC.

Ethics, Training and Compliance:

31. The Project Authority requires that all employees, consultants and contractors undergo Ethics and Compliance training at the commencement of services and annual refresher courses for as long as the individual/entity is engaged on the Lesotho Highlands Water Project Phase II. The Project Authority will direct and cause to be presented appropriate training and will conduct regular audits to ensure compliance by consultants and contractors on the Project.

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



LESOTHO HIGHLANDS WATER PROJECT

ANNEXURE 3: TAX REQUIREMENTS

TAX REQUIREMENTS

Tax Registration

The Consultant/Contractor shall be required to register for taxation (Income and VAT) with the Lesotho Revenue Authority (RSL), unless LHDA specifically consents to waive this requirement in writing.

The Consultant/Contractor shall also apply to the RSL for a withholding tax exemption certificate as per Article 27; of the Income tax act no 10 of 1996 that amends section 157 of the Income Tax order 1993; and in compliance with article 3.2.2 of Annexure IV, of the Agreement on Phase II.

Taxation

The Supplier 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 Supplier 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.