

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



**REQUEST FOR QUOTATION FOR
KATSE FEEDER ROADS CONDITION ASSESSMENT**

SECTION 1 - INTRODUCTION

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

November 2024

1. BACKGROUND

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

Phase 1A of the Lesotho Highlands Water Project (LHWP) comprised the construction of Katse Dam and associated infrastructure, while Phase 1B comprised the construction of Mohale Dam and associated infrastructure. The associated infrastructure for both Phase 1A and Phase 1B included, amongst others, tarred roads, feeder roads, bridges, camps and healthcare facilities.

Katse feeder roads provide access to communities living in and around the Katse Dam area. The LHDA identified that the condition of these roads has deteriorated and must be rehabilitated. It is with this background that the Lesotho Highlands Development Authority (LHDA) is looking for a competent consulting firm to carry out the assessment of such Feeder Roads to determine the preliminary scope of service for the design phase, scope of work for the construction phase and related costs.

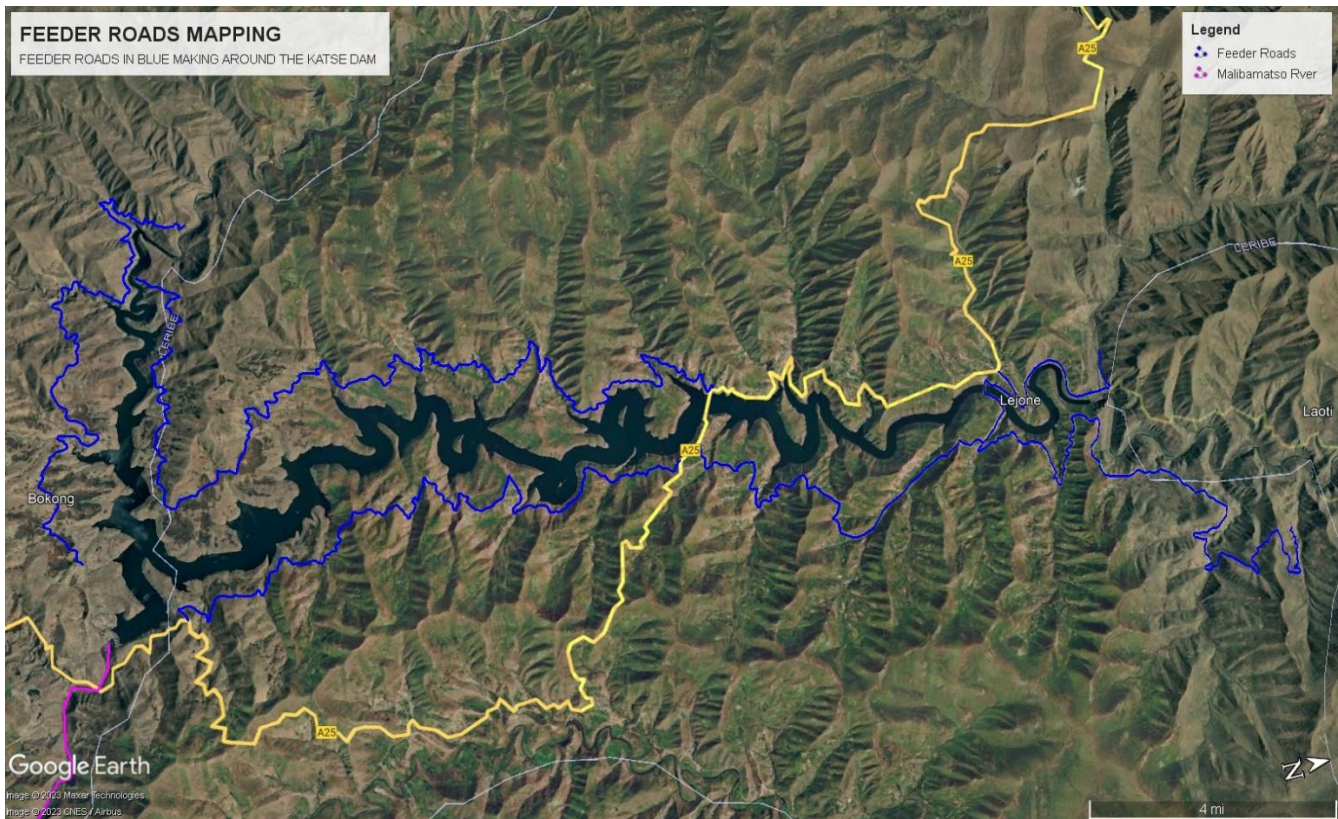
2. OBJECTIVE OF ASSIGNMENT

The objective of the assignment is to assess the condition of the feeder road network surrounding the Katse Dam and determine necessary road rehabilitation works and associated cost. This will be done through field assessment of the entire feeder road network. The consultant will propose the appropriate remedial scope of work to rehabilitate the roads to the original state conforming to Roads Directorate standards and applicable international standards. The identified scope of the remedial work will form the bases for the Scope of Service for Design Consultant and Scope of Works for Construction Contractor.

3. PROJECT LOCATION

The Katse Feeder Road Network is composed of gravel road network surrounding the Katse Reservoir from the tail of the Reservoir up to where the Dam Wall is located. The roads are located on both sides of the reservoir. All the feeder roads are accessible by a four (4) wheel drive vehicle as the road surface is dilapidated. The estimated total length of the Katse feeder roads is 133 km.

Feeder roads are highlighted in blue, on the below map.



The list of the Roads is provided below:

Description		Type of Road	Length
From	To		km
A25 Mphorosane	Bokong Bridge	Gravel Road	40
Katse Village	Suoane Village	Gravel Road	23
A25 Ha Theko	A25 Mphorosane	Gravel Road	23
A 25 Mphorosane	Ha Lejone	Gravel Road	18
Motebong Lodge	Vuka Mosotho	Gravel Road	22
A25 Ha Lejone	Pelananeg Adit	Gravel Road	07
Total Length			133

4. GENERAL SCOPE OF SERVICES TO BE PROVIDED

The general scope of service entails carrying out road condition assessment for the entire feeder road network surrounding the Katse reservoir. This assessment should ultimately enable the Consultant to propose rehabilitation works and the associated cost. As part of the Scope of Services, the consultant is required to identify road section that need urgent intervention and pursuant to this, the consultant is expected to give priority to these works to avoid impediment of mobility of the communities around the dam.

4.1. Preliminary work

4.1.1. Literature Review

The Consultant shall review related literature in order to gather as much relevant information as possible to formulate the scope of the project.

4.1.2. Field Reconnaissance and Road Condition Assessment

The Consultant shall take a field reconnaissance during the early stages of the project to familiarize himself with the project area in terms of topography, geology, hydrology and environmental issues which will be considered when determining the total cost of both the design phase and construction phase of the project. The consultant shall then determine the conditions of the roads and compile detailed roads condition register covering all chainages of each road.

4.1.3 Preliminary Cost Estimation

The Consultant shall also prepare a Cost Estimate for the rehabilitation strategy/strategies recommended for implementation. The cost estimate will incorporate all related costs associated to preliminary design requirements, detailed Design, Construction Supervision, Roads Rehabilitation Works requirements, Environment, Health and Safety considerations, as well as Quality Assessment and Quality Assurance. The preliminary cost should be detailed enough for use in sourcing sufficient funds for the project, for all remaining stages of the project.

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SECTION 2 : DETAILED SCOPE OF WORK

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DETAILED SCOPE OF SERVICES

1. DETAILED SCOPE OF SERVICES TO BE PROVIDED

The general scope of works entails compilation of road inventory that clearly outlines condition of each road for its entire length. As part of the Scope of Service, the consultant is required to identify road section that need urgent intervention and pursuant to this, the consultant is expected to give priority to these works to avoid impediment of mobility of the communities around the dam.

1.1 Preliminary work

1.1.1 Literature Review

The Consultant shall review related literature that may include the following.

1. Related reports on road condition assessments previously carried out by the LHDA and/or Roads Directorate as baseline information.
2. Reports on Geotechnical Investigations previously carried out by the LHDA and/or Roads Directorate as baseline information.
3. Design Guidelines by the Lesotho Roads Directorate.
4. Related studies undertaken within the Republic of South Africa, which can substantiate Design Guidelines developed for the Lesotho Roads Directorate.
5. Any other relevant reports to add value to the project.

The consultant shall utilise design guidelines available within the Lesotho Roads Directorate and any applicable international standards when assessing road conditions and defining Scope of Services for the Design and Construction Supervision Consultant, as well as Scope of Works for Construction Phase of the project.

1.1.2 Field Reconnaissance and Road Condition Assessment

The Consultant shall take a field reconnaissance to familiarize himself with the project area to fully understand topography, geology, hydrology, geotechnical material and environmental issues which are to be incorporated during cost estimation.

Field Reconnaissance shall be followed by Road Condition Assessment done to collect as much information as possible. The collected information shall be used to formulate detailed Scope of Service for the Design and Construction Supervision phases. The consultant will prepare a Road Condition Assessment Report which will be submitted and presented to the Client. The Consultant will be required to indicate their findings and provide recommendation for the improvement of

road conditions to original or better state. The report should also provide details on how the project will fully be implemented from the Design Phase up to the Construction Phase, inclusive of Construction Supervision requirements using an engineering firm.

General Scope of Works shall be derived looking at the following road rehabilitation requirements as minimum requirements:

1. Clearing and grubbing
2. Cleaning of hydraulic structures
3. Re-excavation and Re-construction of open drains using local material.
4. Installation of prefabricated culverts where appropriate or drifts where practical.
5. Blasting, cribbing and screenings
6. Construction of correct road layers that take site conditions into consideration.
7. Provision of gabion retaining walls where road protection is required
8. Road signs installation and repairs in consideration of vandalism
9. Additional item as may be observed to construct the roads to acceptable Lesotho Roads Directorate Standards

The consultant shall assess local materials and indicate availability of such for construction, specifically looking closely at the availability of gravel pits within the construction area, as well as masonry for construction of gabion walls, dry masonry walls, cemented masonry walls, masonry for embankment walls, masonry for drainage channels and any other activities which may be undertaken using local materials.

It has been noted that the deterioration rate of gravel roads increase drastically when the road surface is not protected from runoff with sufficient drainage system and on road sections with more than 14% longitudinal gradient. The consultant shall assess this condition and propose alternative ways in which all related challenges can be addressed. Other sections of these roads deteriorated faster due to poor protection of embankments. This shall also be assessed and recommendation for improvement made. The following are some of the distressed which may be encountered:

1. Loss of gravel and related potholes on the carriage way
2. Rutting and erosion on sides
3. Loss of material resulting in stoniness
4. Dust and cracking
5. Damage to site drains
6. Damage to embankments
7. Damage to culverts and mini bridges
8. Loss of road furniture

Generally, the consultant is expected to study the road conditions and provide a Road Condition Report describing distress conditions by comparing current state to an ideal state.

1.1.3 Preliminary Cost Estimation

The Consultant shall prepare a Cost Estimate for the rehabilitation strategy/strategies recommended for implementation. This will be used for sourcing funding for the project. The cost estimation should be based on scope of service for design and construction supervision, construction, environment, health, safety and quality of Works.

The consultant shall assess all Katse feeder roads and determine such elements of the Works that shall require detailed geological and geotechnical investigations to be undertaken during the detailed design phase of the project. Sections of the roads structures that require detailed designs will be identified and earmarked for detailed design. Such Scope of Service will be utilized to estimate the total cost for designing and constructing all necessary structures. The cost for the Design Phase shall include project supervision during Construction Phase.

Definition of Scope of Work for the Construction Phase of the project shall be derived using the Lesotho Roads Directorate Standard Design Guidelines which, if suitable, shall be adopted for the Design Phase of the project. In all cases where the Standard Designs do not suit site conditions, the consultant will recommend that detailed designs be performed, and related designs be included under Detailed Design phase of the Project. The consultant will differentiate between structures that require detailed design from structures that will only require minor rehabilitation works without re-designs.

1.2 DELIVERABLES

1.2.1 Inception Report

The consultant will take a field reconnaissance during the early stages of the project to familiarize himself with the area in terms of topography, geology, hydrology and environmental issues which are to be considered to fully conceptualize the project.

The consultant will, in the early stages of the assignment, compile and submit the Inception Report outlining the consultant's initial findings through literature review and field reconnaissance assessments. The report shall also outline the aspect of how the project is to be implemented. This report will be presented to LHDA in a workshop which will enable internal and external stakeholders an opportunity to have inputs prior to finalisation.

1.2.2 Road Condition Assessment, Design and Construction Requirements Report

1.2.2.1 Road Condition Assessment

Field Reconnaissance shall be followed by Road Condition Assessment. Road inventory outlining road conditions from chainage zero (0) to the last chainage of each road shall be compiled. The

consultant will note road distresses and present such in a comprehensive Road Condition Assessment Report. The consultant will immediately, after completing this task, submit a report to the LHDA, highlighting the following as minimum requirement:

- Road Inventories addressing General Road Condition
- Recommendation on possible rehabilitation strategies and/or re-active maintenance actions depending on the severity and degree or extent of distress manifestations.
- Determination of local conditions highlighting construction material availability within the construction areas and methods of excavation to be deployed for all types of earth works and material acquisition.
- Detailed Scope of Service for the Design Phase of the Project.
- Detailed Scope of Works for the Construction Phase which should take into consideration Preliminary Project Supervision Requirements, Geotechnical, Environmental, Quality, Health and Safety Requirements identifiable at this preliminary stage of the project.
- Any other necessary investigations that will lead to the development of a fully fleshed preliminary cost estimation that fully incorporate resource requirements and all other field-work requirements.

1.2.2.2 Design and Construction Requirements

The consultant will produce detailed Scope of Service for the Design and Construction Supervision Phase of the project and detailed Scope of Work for the Construction Phase of the Project taking into consideration detailed work to be performed by Design Consultant. such as geotechnical investigations, environment, health, safety, quality control, quality assurance, specification, design requirements, resource requirements and all engineering principles applicable to the assignment.

1.2.2.3 Preliminary Cost Estimation

The consultant will prepare preliminary cost estimation for the two phases of the project. The cost estimation will be prepared such that the project will fully be implemented from the detailed design phase up to project construction and handover.

The cost estimate, for the construction phase, must be split into lots to enable the award to multiple construction contractors for equity and to enable staged construction should financial constraints dictate. The preliminary cost estimation should be split in consideration of the following:

- 1) Cost relating to Detailed Design Phase
- 2) Cost relating to Construction Supervision Stage
- 3) Cost estimation relating to Project Construction Phase (Rehabilitation Works), inclusive environment, health, safety and quality assurance related costs.

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SECTION 3: EMPLOYERS REQUIREMENTS

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EMPLOYERS REQUIREMENTS

3.0 STRUCTURE OF THE QUOTATION

The quotation will comprise of technical and financial sections which will be submitted as detailed below. The required information will be used in the evaluation of the quotation.

3.1 Technical Requirements

3.1.1 Project Organisation

The consultant will submit a project organogram for the project with clearly defined responsibilities for each person. The following key personnel will be required in the project. The signed CVs of the key personnel must be submitted for evaluation.

The Key personnel shall be as follows:

Title	Qualification	Experience
1) Project Manager	Degree in Civil Engineering	15 years
2) Geotechnical Engineer	Degree in Civil or Geotechnical Engineering.	8 years
3) Structural Engineer	Degree in Civil or Geotechnical Engineering	8 years
4) Additional Personnel as may be proposed by the consultant to compliment the proposed key staff to ensure success of the project.		

3.1.2 Approach and Methodology

The consultant should outline the approach and methodology which will be used to fully meet the scope of this assignment, highlighting and describing major activities to be performed. The section will also cover applicable standards which will be used when undertaking condition assessment. Methodology should highlight issues to be covered under both design and construction phases of the project.

3.1.3 Organisation Experience

The section will state the projects which the consultant has done, which are similar to the current scope. The Consultant will clearly describe the activities which were done in those projects to demonstrate relevant experience. A minimum of three projects will be submitted together with the contact details of the clients. The consultant will also attach, to their quotation, reference letters

from a minimum of three clients. The projects should be presented such that project name, project cost, client, start date and completion date are clearly articulated.

3.1.4 Project Schedule

The Employer requires the project to be completed in four months, if possible. The consultant will provide a project schedule / work plan in Microsoft Gantt chart indicating how the scope of the project will be implemented within proposed time frame. The work program should be detailed enough to cover the defined Scope of Service of this project, highlighting all activities that shall be performed to deliver the project.

3.2 Financial Requirements

The Consultant will submit a detailed cost breakdown which includes professional fees and disbursements to implement the entire scope of the project and summarise the cost to provide the reports as indicated in the table below. The cost will form the basis for the financial evaluation and payment of deliverables.

Description	Unit	Rate	Cost
Inception Report	1		
Road Condition Assessment, Design and Construction Requirements Report	1		
Total Cost Exclusive of VAT in the form of high level BOQ			
Total Cost Inclusive of VAT			

3.4 LHWP Anti-Corruption Policy

The Consultant will be required to comply with the provisions of the LHWP Anti-Corruption Policy, which is given in **Annexure 1**.

3.5 Tax Requirements

The Consultant will be required to comply with the provisions of the Tax Requirements, which is given in **Annexure 2**. The consultant will also be required to attach the valid traders license and tax clearance.

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SECTION 4: SELECTION CRITERIA

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4.1 TECHNICAL EVALUATION OF THE QUOTATION

The evaluation shall be based on the criterion given in the table below which entails a technical assessment and a financial assessment, where each accounts for 70% and 30% respectively.

In order for Bidders to have their financial quotation to be evaluated, they must obtain a minimum technical score (Ts) of 49 points (70%).

	CRITERION	POINTS
1	Tender Presentation	
	Proposal that is clear, complete and conforms with the requirements of this RFQ	5
2	Organisation and Experience	
2.1	Organisation experience Experience in pavement engineering consultancy works including drainage design, compilation of design tender documents and contract administration. The Consultant should also provide experience in road rehabilitation design and supervision. A minimum of three projects demonstrating relevant experience in the above is to be provided.	12
2.2	References Signed letter of reference and Completion Certificates for each of the project listed under 2.1.	6
3	Approach and Methodology	
3.1	Technical Approach and Methodology Proposal that demonstrates a clear understanding of the project requirements, draws attention to the issues related to the assignment, raises important issues that have not been stated in the RFQ, and provides means of solving such issues.(not more than 3 typed pages)	12
4	Team Composition	
4.1	Propose a team composing of the following as minimum requirement: Project Manager (5 points for qualification and 5 points for experience), Structural Engineer(5 points for qualification and 5 points for experience and zero points for not having the required qualification), Geotechnical Engineer(2 points for qualification and 3 points for experience and zero points for not having the required qualification), Environment, Health and Safety Practitioner(2 points for qualification and 3 points for experience and zero points for not having the required qualification). It is permitted that team players who may add value to the project may be added as the consultant see fit. The indicated Key Staff shall be scored based on specified qualification and experience.	30
5	Programme	

5.1	This evaluation will consider whether the timing and duration of all activities are appropriate and consistent with the required output, and whether relationships between activities are realistic and consistent with the proposed approach and methodology. Proposal that includes a well-developed programme and that includes measures for expediting completion of the work will be awarded maximum points.	5
Total Technical score		70

4.2 FINANCIAL EVALUATION OF THE QUOTATION

The consultant will provide all resources necessary to deliver the project milestones and ensure that all related costs are covered under the two project deliverables as indicated in the table below. The financial component of the quotation will be evaluated using the equation below:

$$F_s = \frac{P \times 30}{P_o}$$

Where

F_s = Score for Financial Component.

P = Lowest Priced Bid

P_o = Price of Tender being evaluated.

Description	Unit	Rate	Cost	Points
Inception Report	1			30
Road Condition Assessment, Design and Construction Requirements Report	1			
Total Cost Exclusive of VAT				
Total Cost Inclusive of VAT				

4.3. COMBINED EVALUATION SCORE

The combined score C_s will be the total of the financial F_s and technical T_s .

$$C_s = F_s + T_s$$

The consultant which has submitted the quotation which has the highest combined score may be considered the successful consultant who will be offered the assignment.

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SECTION 5: DATA SHEET

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Data Sheet

A. Introduction	
	The number of the Invitation for Request for Quotation is : 1
	The Employer is: Lesotho Highlands Development Authority
	The number and identification of the Contract comprising this is: KATSE FEEDER ROADS CONDITION ASSESSMENT
	The name of the Project is: KATSE FEEDER ROADS CONDITION ASSESSMENT
	The individuals or firms in a joint venture or association shall be jointly and severally liable.
B. Tendering Documents	
	For <u>clarification purposes</u> only, the Employer's address is: Electronic mail address: procurement@lhda.org.ls The minimum number of days prior to the deadline for submission of Proposal to receive any request for clarification is: fourteen (14) days. The minimum number of days prior to the deadline for submission of Proposal that the Employer will respond is: Fourteen (7) days.
C. Preparation of Request for Quotation	
	The language of the tender is: <u>English</u>
	The prices quoted by the Supplier shall be: fixed
	Unit of Currency is Lesotho Loti (LSL) It should be noted that the Lesotho Loti (LSL) is equivalent (pegged one to one) to the South African Rand (ZAR)
	The quotation validity period shall be 120 days.
	The Supplier shall submit one (1) original of the quotation plus five (5) copies and one (1) electronic copy in the form of a FLASH DRIVE in portable

	document format (pdf); however, the Work Programme should also be submitted in its native format (MS Project).
	D. Site Meeting and Visit
	<p>There will be a <i>mandatory</i> site meeting and visit</p> <p>Date: 17 January 2024 Meeting Venue: Katse Operations Building Office Time: 0900</p>
E. Submission and Opening of Proposal	
	<p>For <u>Proposal submission purposes</u> only, the Employer’s address is:</p> <p>LHDA Lesotho Bank Tower 7th Floor Kingsway Road Maseru Lesotho.</p> <p>The deadline for Proposal submission is: Date: 14 February 2025. Time: <u>12:00 noon</u> Supplier shall not have the option of submitting their Proposal electronically.</p>

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ANNEXURE 1: LHWP ANTI-CORRUPTION POLICY

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LHWP ANTI-CORRUPTION POLICY - 2019

Adopted by the Lesotho Highlands Water Commission in April 2019

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

Definitions:

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

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



REQUEST FOR QUOTATION FOR

KATSE FEEDER ROADS CONDITON ASSESSMENT

ANNEXURE 2 : TAX REQUIREMENTS

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

November 2024

Tax Requirements

Tax Registration

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

The Consultant shall also apply to the LRA 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 Consultant 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.

Invoice Compliance and Tax Declaration

Payments for this Contract will only be made if payment requests are made on invoices/certificates that comply with Lesotho Value Added Tax Act, Schedule III, which specifies the particulars a valid tax invoice is required to include.

Invoice/Certificate payments will be subject to contracting Party's declaration on their periodic invoices/certificates all taxes paid in terms of Article 14(20) of the Agreement on Phase II including Expatriate PAYE, Corporate taxes, Dues & Charges, Fringe Benefit Tax, etc.

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



REQUEST FOR QUOTATION FOR

KATSE FEEDER ROADS CONDITION ASSESSMENT

ANNEXURE 3 : AGREEMENT

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

November 2024

AGREEMENT

The Employer is the Lesotho Highlands Development Authority (LHDA)

of

3rd Floor, LHDA Tower Building (formerly Lesotho Bank Tower), Kingsway Road,
Maseru, Lesotho

The Consultant is [Contant Name]

of

[Consultant Address]

The Employer desires the professional services for **KATSE FEEDER ROADS
CONDITON ASSESSMENT.**

OFFER

The Consultant has examined the documents listed in the Appendix which forms part of this Agreement and offers to execute the Works in conformity with the Contract for the sum of [*Insert Amount*] or such other sum as may be ascertained under the Contract.

This offer, of which the Consultant has submitted three (3) signed originals, may be accepted by the Employer by signing and returning one original of this document to the Contractor before the [*Insert Date*].

Signature: _____

Date: _____

Name: _____
(Authorized to sign on behalf of [*Insert Name of Contractor*])

Capacity: _____

Contractor's witness

Signature: _____

Date: _____

Name: _____

ACCEPTANCE

The Employer, has by signing below, accepted the Contractor's offer and agrees that in consideration for the execution of the Works by the Contractor, the Employer shall pay the Contractor in accordance with the Contract. This Agreement comes into effect on the date when the Contractor receives one original of this Agreement signed by the Employer.

Signature: _____

Date: _____

Name: _____
(Authorized to sign on behalf of the Lesotho Highlands Development Authority)

Capacity: _____

Employer's witness

Signature: _____

Date: _____

Name: _____

Capacity: _____

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



**REQUEST FOR QUOTATION FOR
KATSE FEEDER ROADS CONDITION ASSESSMENT**

ANNEXURE 4: APPENDIX

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

November 2024

Appendix

This Appendix forms part of the Contract.

Conditions of Contract Sub-Clause

Documents forming the Contract, listed in the Order of Priority	1.1.1	<ol style="list-style-type: none">1. The Contract Agreement2. Appendix3. Part II – Particular Conditions of Contract4. Part I – General Conditions of Contract5. Scope of Work6. Drawings and Specifications7. Contractor’s Proposal/Quotation8. Anti-Corruption Policy9. Tax Requirement10. Bank Account Details
Time for Completion	1.1.9	Time for Completion is six months from the Commencement Date.
Law of the Contract	1.4	The Laws of the Kingdom of Lesotho.
Language	1.5	The ruling language for the Contract is English.
Provision of Site	2.1	Provision of access to site shall be on the Contract Commencement Date.
Authorised Person	3.1	The LHDA Chief Executive
Name of Employer’s Representative	3.2	Lesotho Highlands Development Authority
Performance Security	4.4	Not applicable

Requirements for Contractor's Design (if any)	5.1	Not Applicable
Programme	7.2	<p>Time for submission of Programme is within 14 days of the Contract Commencement Date.</p> <p>The period between updates shall be 30 days</p> <p>The Programme shall be prepared in the form of a Gantt Chart using Microsoft Project format.</p>
Amount Payable due to Failure to Complete	7.4	A percentage of 0.05% of the Contract Price shall be deducted per day for Failure to complete the Works, up to a maximum of 10% of the Contract Price.
Period for Notifying Defects	9.1 & 11.5	N/A
Variation Procedure	10.2	Day Work Rates based on the cost of material, plant and labour plus a percentage fee will be agreed by the Parties.
Valuation of the Works	11.1	The Valuation of the Works shall be assessed using re-measurement in accordance with the Quotation of Bill of Quantities.
Percentage of Retention	11.3	N/A
Currency of Payment	11.7	Currency of Payment of this Contract is the Lesotho Loti.
Rate of Interest	11.8	The interest rate for Late Payments shall be the Prime lending rate of the Central Bank of Lesotho

Insurances	14.1	Provide Workmen's Compensation as required by Lesotho Labour law.
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Arbitration	15.3	<p>The procedural law for Arbitration shall be the Arbitration Act No. 12 of 1980 of Lesotho and the applicable Lesotho Laws.</p> <p>The appointing authority for the appointment of an Arbitrator shall be the Parties (the Employer & the Contractor).</p> <p>The place of Arbitration shall be in Maseru, Lesotho.</p>
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**KINGDOM OF LESOTHO
LESOTHO HIGHLANDS WATER PROJECT
THE LESOTHO HIGHLANDS DEVELOPMENT AUTHORITY**



REQUEST FOR QUOTATION FOR

KATSE FEEDER ROADS CONDITION ASSESSMENT

ANNEXURE 5: GENERAL CONDITIONS OF CONTRACT

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

November 2024

PART I - GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract for this Agreement shall be the FIDIC White Book of Contract, first Edition, 2017 subject to the additions and amendments as stated in the of Particular Conditions.

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**



REQUEST FOR QUOTATION FOR

KATSE FEEDER ROADS CONDITION ASSESSMENT

ANNEXURE 6: PARTICULAR CONDITIONS

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

November 2024

PART II – PARTICULAR CONDITIONS OF CONTRACT

1 GENERAL PROVISIONS

The provisions in the General Conditions (Part I) will apply unless an alternative solution is given in the Particular Conditions (Part II). The Clauses in this section need therefore not be completed but must be completed if alternative solutions to relevant Part I provisions are necessary. The provisions of Part II take precedence over the provisions of Part I.

1.1 Definitions and Interpretations

In the Contract (as hereinafter defined) the following words and expressions shall be added and shall have the meanings hereby assigned to them:

- 1.1.1 **Contract** means the agreement between the Employer and the Contractor for the execution of the Works incorporating the Conditions of Contract, Specifications, Employer's Drawings, Employer's Requirements, Priced and completed Schedules, Quotation/proposal, Letter of Acceptance, and such further documents as may be expressly incorporated by the Letter of Acceptance.
- 1.1.4 **Employer** means the Lesotho Highlands Development Authority (LHDA).
- 1.1.5 **Contractor** means the person, company, firm, partnership, joint venture or consortium whose quotation/proposal has been accepted by the Employer.
- 1.1.7 **Commencement Date** means date of signing of the Contract by the Parties.
- 1.1.17 **Site** means feeder roads around Katse Dam, in the Leribe district where work is to be executed by the Consultant and to which materials are to be delivered.
- 1.1.20 **Letter of Acceptance** means the formal acceptance by the Employer of the Quotation incorporating any adjustments, amendments or variations to the Quotation agreed between the Employer and the Contractor.
- 1.1.21 **Quotation** means the Contractor's proposal including quotation for the execution of the Works incorporating the Specifications, Contractor's drawings, Priced and completed Schedules, as well as the Programme.
- 1.1.22 **Programme** means the Work programme submitted by the Contractor for the execution of the Works.
- 1.1.23 **Taking Over** means when the whole of the Works as agreed by the Employer have been completed and have satisfactorily passed any Inspections on Completion prescribed by the Contract and a Taking Over Certificate has been issued.
- 1.1.24 **Contract Price** means the sum stated in the Letter of Acceptance as payable to the Contractor for the execution of the Works.
- 1.1.25 **The Treaty** means the Treaty on Lesotho Highlands Water Project concluded between the Republic of South Africa and the Kingdom of Lesotho on 24th October

1986, as amended. It includes the Phase II agreement, the Protocols, Annexures and Annexes adopted as part of the Treaty.

1.1.26 Defects Liability Period and Defects Notification Period shall be used

Interchangeably and shall mean the period during which the Contractor is responsible for making good on all defects and damage. The Defects Liability Period shall be for a period of one (1) year. It will commence on the date of Taking Over of the Works by the Employer.

1.4 Law

In addition to the provisions of Sub-Clause 1.4

The Contractor shall disclose with each payment certificate in hard copies, the full amount of taxes paid, including any corporate taxes, withholding taxes, VAT, Duties and Charges and PAYE shown separately for local staff and expatriate staff.

In the event of failure to so disclose, such failure shall constitute sufficient grounds for the Lesotho Highlands Development Authority to terminate the contract.

All goods imported into Lesotho shall be declared at the border and the invoice must be stamped by Revenue Services Lesotho (RSL) at the border. LHDA will not pay invoices for imported goods that have not been declared and do not bear the RSL stamp.

1.7 Corrupt and Fraudulent Practices

The LHDA requires compliance with the Lesotho Highlands Water Project's Anti-Corruption Policy regarding corrupt and fraudulent practices as incorporated into the Contract.

In further pursuance of this policy, the Contractor shall permit and shall cause its agents, Experts, Sub-contractors, services providers, or suppliers to permit the LHDA to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in the case of an award), and to have them audited by auditors appointed by the LHDA.

11.2 Monthly Statements

The provisions of Sub-Clause 11.2 are amended to read as follows;

The Contractor shall be entitled to be paid at monthly intervals or at milestones agreed by the Parties

- (a) the value of the Works executed
- (b) the percentage stated in the Appendix of the value of Materials and Plant delivered to the Site at a reasonable time.

Subject to any additions or deductions which may be due.

The Contractor shall submit each month to the Employer a statement showing the amounts to which he considers himself entitled.

