

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



LESOTHO HIGHLANDS WATER PROJECT

REQUEST FOR PROPOSALS FOR

CONTRACT LHDA NO. 1390

**PROVISION OF PROFESSIONAL SERVICES FOR QUALITY CONTROL OF CORROSION PROTECTION
WORKS ON TRANSFER TUNNEL, DELIVERY TUNNEL, MUELA HYDROPOWER STATION AND
BYPASS STEEL LININGS**

LHDA
Lesotho Bank Tower
Kingsway
Maseru, Lesotho

January 2024

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BYPASS STEEL LININGS**

SECTION 1 – LETTER OF INVITATION

LHDA
Lesotho Bank Tower
Kingsway
Maseru, Lesotho

January 2024

Subject: Contract LHDA No.1390:

Request for Proposals for

Provision of Professional Services for Quality Control of Corrosion Protection Works on Transfer Tunnel, Delivery Tunnel, Muela Hydropower Station and Bypass Steel Linings

Title: Letter of Invitation

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 the Republic of South Africa by 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 requires the services of a **Consultant/Consultancy Firm for Professional Services for Quality Control of Corrosion Protection Works on Transfer Tunnel, Delivery Tunnel, Muela Hydropower Station and Station Bypass Tunnel Steel Linings.**

You are hereby invited to submit Technical and Financial Proposals for Consultancy Services for **Provision of Professional Services for Quality Control of Corrosion Protection Works on Transfer Tunnel, Delivery Tunnel, Muela Hydropower Station and Station Bypass Tunnel Steel Linings.** This proposal may form the basis for future clarifications 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
10. Section 10 – General Conditions of Contract

11. Section 11 – Tax Requirements

Key dates about submissions of proposals are as follows:

Event	Date	Time
Compulsory Pre-Proposal Meeting at Muela Operations building, Muela, Lesotho Compulsory Site Visit at the Hydropower Station, Station bypass and Hololo, Muela, Lesotho.	20 th February 2024	10:00
Compulsory Site Visit at Ngoajane and Hlotse, Lesotho.	21 st February 2024	10:00
Compulsory Site Visit at Pelaneng, Lesotho.	22 nd February 2024	10:00
Deadline for submission of requests for clarification to LHDA	8 th March 2024	17:00
Deadline for LHDA to respond to requests for clarification	15 th March 2024	17:00
Deadline for submission of Proposals (Closing Date)	22 nd March 2024	13:00
Contract Signing/ Award-	date will be confirmed with the preferred bidder	
Tunnel Outage Commencement Date	1 st October 2024	-

Yours faithfully,

Mr. Tente Tente
Chief Executive

**KINGDOM OF LESOTHO
LESOTHO HIGHLANDS WATER PROJECT
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LESOTHO HIGHLANDS WATER PROJECT

REQUEST FOR PROPOSALS FOR

CONTRACT LHDA No. 1390

**PROVISION OF PROFESSIONAL SERVICES FOR QUALITY CONTROL OF CORROSION PROTECTION
WORKS ON TRANSFER TUNNEL, DELIVERY TUNNEL, MUELA HYDROPOWER STATION AND
BYPASS STEEL LININGS.**

SECTION 2 – STANDARD INSTRUCTIONS TO BIDDERS AND DATASHEET

LHDA
Lesotho Bank Tower
Kingsway
Maseru, Lesotho

January 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 outlined 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 professional consulting 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 professional firm or individual 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 person 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 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” (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 is 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 under 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 professional 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 explains the objectives, the 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 corporate interests, and acting without any consideration for future work.

3.2. The Bidder must 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 conflict with another assignment of the Bidder for the same or 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.

Please note that the Contractor for the corrosion protection works is CORROCOAT SA (Pty) Ltd.

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, including Directors, 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 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, 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:

- i. the person will receive a direct financial benefit or loss;
- ii. 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):

- i. a close relationship or association;
- ii. indirect financial interest;
- iii. conflicting duty;
- iv. receipt of a gift; or
- v. 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 per 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 Terms of Reference/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. 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.

6.2. As an exception to the foregoing Clauses 6.1 above:

A firm or an individual sanctioned by the LHDA or the Funder (if applicable) per 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 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 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 can exercise influence or control over it.

9. Restrictions for public employees

9.1 Government officials and civil servants 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 before being included in Bidder's Proposal; and their hiring would not create a conflict of interest.

B. PREPARATION OF PROPOSALS

10. General Considerations

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 the rejection of the Proposal.

11. Cost of Preparation of Proposal

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 before contract award, without thereby incurring any liability to the Bidder.

- 12. Language** 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.
- 13. Documents
Comprising the
Proposal** 13.1. The Proposal shall comprise the documents and forms listed in the **Data Sheet**.
- 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) per the Lesotho Highlands Water Project's Anti-Corruption Policy (Section 6).
- 14. Restrictions** 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 bid scoring zero for such key staff.
- 14.2. The Bidder (including the individual members of any Joint Venture and sub-consultants) shall submit only one Proposal, either in its 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 requested to confirm, in writing, which proposal they will be participating.
- 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 per Clause 5 of these Instructions.

**16. Extension of
Validity Period**

16.1. The Client will make its best effort to complete the clarifications within the validity period. However, should the need arise, the Client may request, in writing, all Bidders who submitted proposals before 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. If some of the proposed key staff are not available during implementation, the substitution of such Key Staff is permissible only with the prior written approval of the Client. If approved the principle of "equal or better" shall apply. Failure to meet this requirement shall be cause for contract termination.

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 before 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 by 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 with bidder's entries. 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 to be legally binding on all members, or by an authorized representative who has 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 on 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 marked "**TECHNICAL PROPOSAL**", "[Name of the Assignment]", reference number, name, and address of the Bidder, and with a warning "**DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE]**."

24.7. Similarly, the original Financial Proposal shall be placed inside of a sealed envelope 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 marked "**Do NOT OPEN BEFORE [insert the time and date of the submission deadline indicated on the Data Sheet]**".

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 on 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 per Clause 29 of these Instructions.

27. Proposals Evaluation 27.1. Proposals will be evaluated technically, financially and the preference margin if applicable.

Preference shall be given to suppliers of goods and service providers, 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 the 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 based on the submitted Technical and Financial Proposals.

**28. Evaluation of
Technical Proposals**

28.1. The Client's evaluation committee shall evaluate the Technical Proposals based on 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 requests 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 then be 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 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

33.1 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 before 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.

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 clarifications.

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. 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 AND AWARD

37. Clarifications

37.1. The clarifications will be held at the date and address indicated on 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 clarification that are signed by the Client and the preferred Bidder's authorized representative.

37.3. If the clarifications 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 clarifications.

38.2. Key Staff are required to be available for in-person interviews during clarifications 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 clarifications 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 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 / Clarifications

39.1. The clarifications 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 on the **Data Sheet**.

SECTION 2B – DATASHEET

A. General	
Reference Clause	
2.2	<p>The name of the assignment is:</p> <p>Contract LHDA No. 1390: Provision of Professional Services for Quality Control of Corrosion Protection Works on Transfer Tunnel, Delivery Tunnel, Muela Hydropower Station and Bypass Steel Linings.</p>
2.3	<p>a) A Pre-Proposal Conference and Site Visit</p> <p>A Pre-proposal Conference and Site Visit will be held: <u>Yes</u> (six sites)</p> <p>Date of Pre-proposal Conference and Site Visit: <u>20th - 22nd February 2024</u></p> <p>Time: <u>10:00 (Lesotho Standard Time)</u></p> <p>Address: <u>Muela Operations Building, Muela</u></p> <p>GPS Coordinates: N/A</p> <p>Telephone: <u>(+266) 22 246 000</u> E-mail: <u>procurement@lhda.org.ls</u></p> <p>Attendance of a Pre-proposal Conference and Site Visit are mandatory. Please note that the pre-proposal conference will immediately be followed by the site visit. Attendance of both is mandatory.</p> <p>4 x 4 vehicles will be required: <u>Yes</u></p> <p>PPE requires: Hard hat, safety boots, reflector jacket, torches</p>
B. Preparation of Proposals	
13.1	<p>The Proposal shall comprise the following:</p> <p>1st Inner Envelope with the Technical Proposal:</p> <ul style="list-style-type: none"> (a) Power of Attorney to sign the Proposal & the Contract (b) 4A: Technical Proposal Submission Form (c) 4B: Description of Bidder's Organization (d) 4C: Description of Approach, Methodology, and Project Organization (e) 4D: Work Breakdown Structure (f) 4E: Work Programme (g) 4F: Description of Team Composition

	<p>(h) 4G: Curriculum Vitae (i) 4H: Comments on the Scope of Services</p> <p>AND</p> <p>2nd Inner Envelope with the Financial Proposal:</p> <p>(a) 5A: Financial Proposal Submission Form (b) 5B: Summary of Financial Proposal (c) 5C: Breakdown of Financial Remuneration for Professional Fees (d) 5D: Breakdown of Financial Remuneration for Reimbursable Expenses (e) 5E: Breakdown of Financial Remuneration for Field Investigations</p>
14.2	<p>Key Staff who are independent specialist individuals may participate in more than one proposal for this contract in the following positions:</p> <ul style="list-style-type: none"> • Not Applicable
15.1	<p>Proposals must remain valid for [120 days] calendar days after the proposal submission deadline.</p>
19.1	<p>Clarifications may be requested no later than Fourteen days (14) days before the submission deadline.</p> <p>The contact information for requesting clarifications is: E-mail: procurement@lhda.org.ls</p>
20.1	<p>Bidders are invited to submit bids as a Single Entity, Joint Venture or Consortium.</p>
23.1	<p>A price adjustment provision shall apply by Sub Clause 5.1.6 of the Particular Conditions of Contract</p>
C. Submission, Opening, and Evaluation	
24.1	<p>The Bidders shall <u>not</u> have the option to submit their Proposals electronically.</p>
24.2	<p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of: Power of Attorney or any Official document which can indicate that the Signatory has obtained authority to sign documents on behalf of the Bidder</p> <p>Failure to sign the Bid will render the Bid non-responsive and result in the Bidder being disqualified.</p>

24.5	<p>The Bidder shall submit:</p> <p>(a) Technical Proposal: one (1) original and five (5) copies, and one (1) electronic copy in the form of a CD ROM or USB 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. Hard copies will be considered as the official copies in all respects and not the electronic copy submissions.</p> <p>(b) Financial Proposal: one (1) original and five (5) copies of the Financial Proposal, and one (1) electronic copy in the form of a CD Rom or USB in portable document format (.pdf); however summary and breakdown of Financial Remuneration shall also be submitted in Microsoft Excel. The CDs/USB for the financial proposal shall be sealed in the same envelope as the Financial Proposal. Hard copies will be considered as the official copies in all respects and not the electronic copy submissions.</p>
24.8	<p>The Proposals must be submitted no later than:</p> <p>Date: <u>22nd March 2024</u></p> <p>Time: <u>14:00</u>, Lesotho Standard Time</p> <p>The Proposal submission address is:</p> <p>Lesotho Highlands Water Project LHDA Procurement 7th Floor, Lesotho Bank Tower Kingsway Maseru, Lesotho</p>
26.1	<p>This Clients evaluation committee shall conduct the opening of the Technical Proposals. Bidders are not required to attend.</p>
27.1	<p>Preference Margin will <u>NOT</u> be applicable.</p>
	<p style="text-align: center;">D. Clarifications and Award</p>
37.1	<p>Expected date and address for contract clarifications:</p> <p>Date: <u>8th July 2024</u> (tentative date but will be confirmed with preferred Bidder)</p> <p>Address: Lesotho Bank Tower 7th Floor Kingsway Road Maseru, Lesotho</p>
38.2	<p>Key Staff in-person interview is not required.</p>

40.2	<p>Expected date for the commencement of the Services: Date: <u>01st October 2024</u></p> <p>Date for the commencement of the Inspection Services: Date: <u>01st October 2024</u></p>
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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.....

**PROVISION OF PROFESSIONAL SERVICES FOR QUALITY CONTROL OF CORROSION PROTECTION
WORKS ON TRANSFER TUNNEL, DELIVERY TUNNEL, MUELA HYDROPOWER STATION AND
BYPASS STEEL LININGS.**

SECTION 3 – SCOPE OF SERVICES

LHDA
Lesotho Bank Tower
Kingsway
Maseru, Lesotho

January 2024

SECTION 3 – SCOPE OF SERVICES

Contract No:

Contract Name: **Provision of Professional Services for Quality Control of Corrosion Protection Works on Transfer Tunnel, Delivery Tunnel, Muela Hydropower Station and Station Bypass Tunnel Steel Linings.**

1. BACKGROUND

The Lesotho Highlands Water Project (LHWP) is a multi-purpose project which, by a series of dams and tunnels is developing the water resources of the Highlands Region of Lesotho. The LHWP is redirecting a portion of the surplus water in the Senqu/ Orange River towards population centres in the Republic of South Africa north of Lesotho and generating hydropower for Lesotho's needs.

The Lesotho Highlands Development Authority (LHDA) is in the process of engaging one competent contractor to strip and re-coat steel linings along the Transfer tunnel, Muela Hydropower Station, The Station Bypass tunnel, and Delivery tunnel, located on six geographically separate sites.

Site 1: Pelaneng Adit and Under River Crossing

Site 2: Hlotse Adit

Site 3: Muela Hydropower Station (Muela Ridge, Muela Adit, Penstock Pipe with Surge Shaft)

Site 4: Station By-pass Tunnel

Site 5: Hololo Adit and Under River Crossing

Site 6: Ngoajane North and South Adits, Under River Crossing and Flow Measuring Pipe

The implementation of the works is from October 2024 to March 2025, including tunnel dewatering, opening, closing and filling. The access to waterways will be for a period of 4 months, from November 2024 to February 2025. **Dewatering and filling of the waterways will take place during the months of October 2024 and March 2025, respectively.**

LHDA requires a competent Consultant to monitor and control the quality of the corrosion protections works to be carried out by the CORROCOAT SA (Pty) Ltd.

2. PROJECT LOCATION

'Muela Hydropower Station will be the main Project site. This is located in the Butha Buthe district at the following GPS co-ordinates: S28o46.38' E028o27.135'. There are five (5) more Project sites as indicated on the Project Sites Map under Section VI, Part 3; their location details are as outlined in table 1 below:

Table1: Project Sites Location Details

Site	Location	District	Distance from Muela Hydropower Station (measured along the tunnel) (km)	Approximate Travel time (hrs) from Hydropower Station Through Public Road
1	Pelaneng	Leribe	33.6	3
2	Hlotse	Leribe	17.5	1
3	Muela Ridge, 'Muela Adit, Penstock pipe with Surge shaft	Butha-Buthe	Main Project site	
4	Station By-Pass	Butha Buthe	-	0.15
5	Hololo	Butha Buthe	2.0	0.3
6	Ngoajane	Butha Buthe	8.6	0.5

3. SCOPE OF SERVICES TO BE PROVIDED

The Consultant is required to deploy technically qualified and experienced Specialists to provide the LHDA with a comprehensive quality control plan and to ensure 100% compliance by the Contractor. The Consultant shall be required to:

3.1 Monitor the Contractor to ensure that the works are carried out in accordance with requirements of the relevant specification and coating systems.

- (a) Quality procedures as specified in DWS 2020 shall be adhered to.
- (b) The production and application shall be in accordance with SABS ISO 9000, Quality System.

3.2 Review the completeness of the quality plan submitted by the Contractor for approval by the Employer before manufacture/coating is initiated.

3.3 Review the completeness of an Inspection and Testing Plan (ITP) or Quality Control Plan (QCP) for approval by the Employer.

- (a) An ITP or QCP is a master Quality Control Plan or document which shall include pass/fail criteria for inspections & must be agreed between the Employer, the Consultant, and the Contractor by means of pre-approval of quality control documentation generated and submitted by the Contractor for approval. The master Quality Control Plan shall contain hold points agreed to by the Employer.
- (b) After approval of the master Quality Control Plan, the documentation shall be reproduced to be used on a daily basis or per section of work completed or per batch to record all measurements and requirements. These QCP records must include at least surface preparation standards and profile measurements, salt tests, temperature, humidity and dew point measurement, Dry Film Thickness (DFT) measurements, Electrical Insulation Defects (EIDs) & adhesion testing: all in accordance with the relevant standards and specifications.

3.4 Review the Contractor's Method Statement

- (a) The Method Statement should include the Application schedule which shall state the time and place when the following will be conducted:
 - Inspection of material;
 - Fettling or dressing;
 - Degreasing;
 - Water soluble salts testing;
 - Blast cleaning and application of the first coat;
 - Application of intermediate and final coat(s);
 - The commencement of site repairs.
- (b) Coating and Lining products.

3.5 Equipment

3.5.1 Measuring Equipment

The Consultant shall have the following measuring equipment on site at all times:

- Ambient temperature gauge;
- Replica tape for blast profile measurement;
- Visual comparators for surface cleanliness;
- Dew point instrument;
- Dry film thickness gauge;
- Electrical Insulation Defect detector;
- Surface temperature gauge;
- Relative humidity measuring instrument;

- Wet film comb.

All test equipment shall have current valid calibration certification.

Calibration of all instruments shall be verified daily, except where otherwise specified by manufacturers', to achieve the required accuracy.

Dry film thickness gauges shall be calibrated on a flat surface, provided that the surface profile is in accordance with the specification.

3.5.2 Inspection of Equipment

The Consultant shall be responsible for inspecting the Contractor's equipment including:

- Testing/ inspection Equipment
- Surface Preparation Equipment
- Coating Application Equipment

3.6 Skills Transfer

The Consultant is requested to do a skills transfer to each LHAD employee who will be attached to them on each site as an on-job training process.

4. HEALTH, SAFETY AND ENVIRONMENTAL

4.1 The Consultant shall ensure that:

All work shall comply with the Health and Safety requirements of the contract and in particular:

- (a) All inspectors and other persons entering the tunnels and pipes shall have been certified as being competent to work in a confined space (SAQA 15304).
- (b) All inspectors and other persons are to have certificates stating that they are medically fit to work in confined spaces.
- (c) All inspectors and other persons shall have appropriate PPE and wear clean overalls and soft rubber soled boots whilst working within the pipe. The use of gloves, eye protection and dusk masks is mandatory.
- (d) All work in the confined space shall be carried out under constant supervision and a "buddy system" shall be practiced at all times whilst working within the pipe. It is forbidden for a single person to work alone in the confine space.
- (e) The consultant is advised that some sections of pipes or tunnels have a long access route to the work front.

Example:

Pelaneng Adit (Access tunnel)	1,366.89 linear meters
Hlotse Adit (Access tunnel)	1,840 .60 linear meters

4.2 The Consultant shall be fully responsible for the health, safety and wellbeing of its personnel.

4.3 The Consultant shall provide a safety file prior to the commencement of all works on site.

Note: The Consultant shall be required to provide sufficient resources to work 12-hour shifts, 24 hours a day, in accordance with the ‘buddy system’.

5. WORK AREA

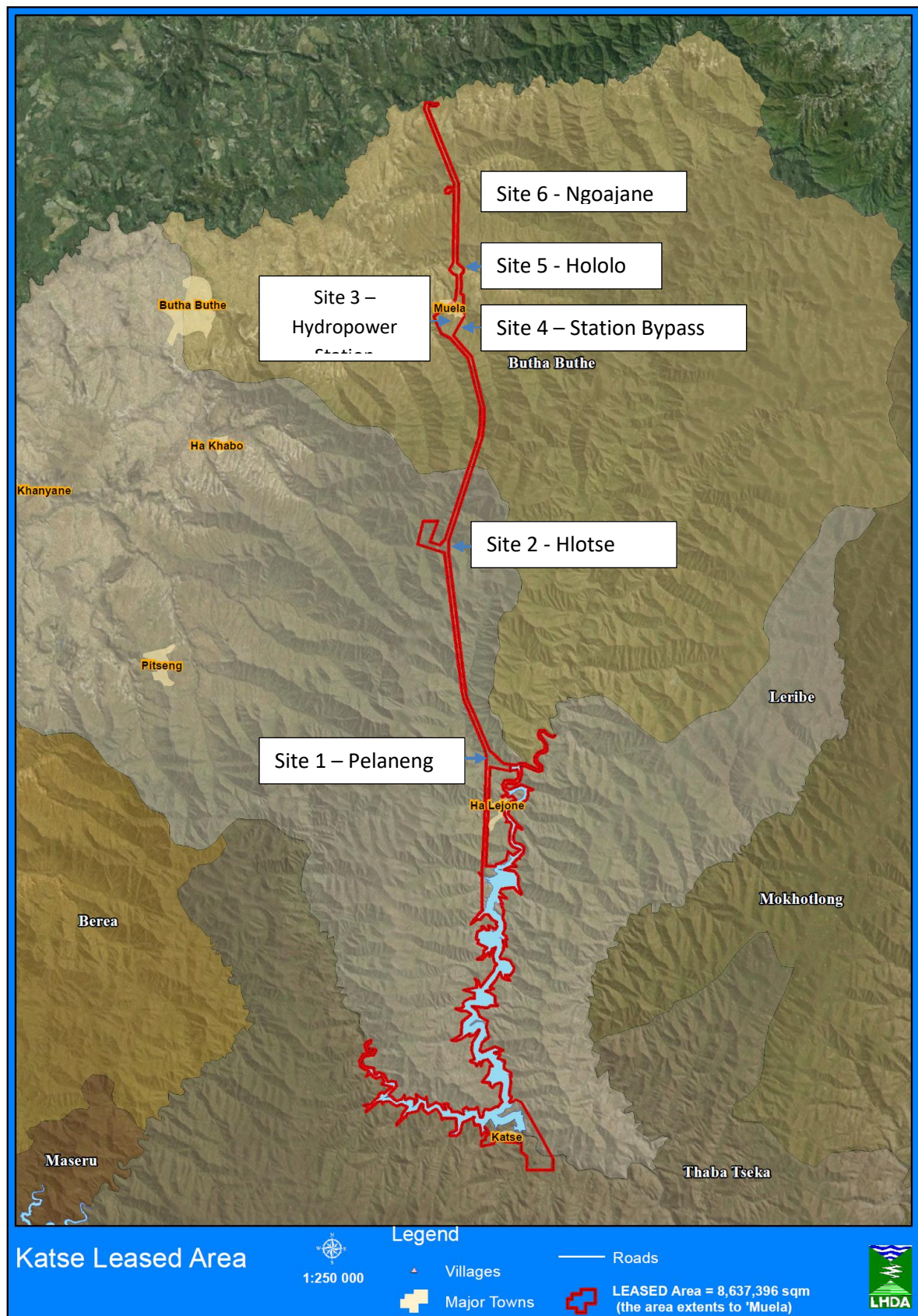
The Contractor shall be responsible for the corrosion protection works on all the steel linings along the Transfer Tunnel, Muela Hydropower Station, Station Bypass Tunnel and Delivery Tunnel South. The details of the steel lining sections are as outlined in Table 2 below:

Table 2: Tunnel Steel Lining Sections

Site	Description	Diameter (m)	Length (m)	Slope (degrees)
	Transfer Tunnel			
1	Pelaneng Under river Crossing	3.35	101	0.00203
	Pelaneng Adit & Bulkhead	3.0	24.4	0
2	Hlotse Adit & Bulkhead	3.0	28.4	0
3	Muela Ridge	3.35	290	0.0637
	Muela Adit & Bulkhead	3.0	24.5	0
	Muela Y- Piece (from ‘Muela access adit to penstock guard valve, including surge shaft junction)	3.35	69.407	0 to 0.1016
	Muela Penstock (from penstock valve to the bottom of the vertical section)	2.5	163.001	89.587
	Muela Upstream Manifold (from bottom of the vertical section to the manifold)	2.5	21.8	0
	Muela Upstream Manifold	1.45	20.2	0

Site	Description	Diameter (m)	Length (m)	Slope (degrees)
	(3 sections to each unit TIV)			
	Surge Shaft riser	2.5	22.347	90
4	Muela Station Bypass Tunnel	2.0	520	0.00269
	Delivery Tunnel			
5	Hololo Under river Crossing	3.4	416.5	0.28 and 5.71
	Hololo Adit & Bulkhead	3.0	10.4	0
6	Ngoajane Under river Crossing	3.4	366.3	0.28 and 5.71
	Ngoajane South Adit & Bulkhead	3.0	10.4	0
	Ngoajane North Adit & Bulkhead	3.0	10.4	0

6. PROJECT SITE MAP



7. CONTRACT CONDITIONS

The Conditions of Contract are the Client/Consultant Model Services Agreement, General Conditions, Fifth Edition, 2017, published by the Federation Internationale des Ingenieurs-Conseils (FIDIC).

8. INFORMATION AND FACILITIES TO BE MADE AVAILABLE BY THE CLIENT

- 8.1 After the award of the Consultancy Contract, the Client will provide the successful bidder with documentation and information related to the Project and Project Area that may be required by the Consultant in pursuing the tasks under this Scope of Services.
- 8.2 The Client will provide written confirmation of the Consultant's participation in the Project (e.g. letters of introduction). While the Client may assist where possible, it is solely the Consultant's responsibility to comply with the laws of Lesotho.
- 8.3 The client will make available office space where applicable, at the Operations Building at 'Muela for the duration of the contract.

9. FACILITIES TO BE PROVIDED BY THE CONSULTANT

- 9.1 The Consultant shall be responsible for providing their transport, communication, and accommodation for the execution of the Scope of Services.
- 9.2 Costs for the production of reports shall be at no additional cost to the Client.

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



LESOTHO HIGHLANDS WATER PROJECT

REQUEST FOR PROPOSALS FOR

CONTRACT LHDA No. 1390

**PROVISION OF PROFESSIONAL SERVICES FOR QUALITY CONTROL OF CORROSION PROTECTION
WORKS ON TRANSFER TUNNEL, DELIVERY TUNNEL, MUELA HYDROPOWER STATION AND
STATION BYPASS TUNNEL STEEL LININGS.**

SECTION 4 – TECHNICAL PROPOSAL

LHDA
Lesotho Bank Tower
Kingsway
Maseru, Lesotho

January 2024

LESOTHO HIGHLANDS DEVELOPMENT AUTHORITY

Contract No. 1390:

Contract Name: Provision of Professional Services for Quality Control of Corrosion Protection Works on Transfer Tunnel, Delivery Tunnel, Muela Hydropower Station and Station Bypass Tunnel Steel Linings.

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	Description of Consultant's Organization	
4B	Company Data Form(s)	
4B	Project Data Sheets	
4C	Description of Approach, Methodology, and Project Organization	
4D	Proposed Work Breakdown Structure	
4E	Work Programme	
4F	Description of Team Composition	
4F	Summary of Staff Input for Services to be Performed	
4G	Curriculum Vitae	
4H	Comments on Scope of Services	

All pages of the original Proposal with bidder's entries 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

Contract No. 1390:

Contract Name: **Provision of Professional Services for Quality Control of Corrosion Protection Works on Transfer Tunnel, Delivery Tunnel, Muela Hydropower Station and Station Bypass Tunnel Steel Linings.**

We have examined and understood the FIDIC Client/Consultant Model Services Agreement Conditions of Contract - 5th Edition of 2017 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 forms 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 offer 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 specified in the Data Sheet, Clause 15.1.
3. We have no conflict of interest per 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 per 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 about 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 based on the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in Clause 38.3 of the Instructions may lead to the termination of contract clarifications.
- 7. Our Proposal is binding upon us and subject to any modifications resulting from the Contract clarifications.

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 a 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 a 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 a certified copy of Board Resolution)



SECTION 4B – CONSULTANT’S ORGANIZATION AND EXPERIENCE

Contract No. 1390:

Contract Name: Provision of Professional Services for Quality Control of Corrosion Protection Works on Transfer Tunnel, Delivery Tunnel, Muela Hydropower Station and Station Bypass Tunnel Steel Linings.

PART I – CONSULTANT’S ORGANIZATION

Provide a brief description of the background and organization of your company using the template Company Data Form attached.

In the case of a Joint Venture or sub-consultant, provide for each member for this assignment. Also, describe

- 1. The role of each sub-consultant and company in the JV, including the name of the lead consultancy.*
- 2. The organizational and functional relationships between sub-consultants and all members of the JV.*
- 3. How each company will participate in the assignment and contribute to the work to be performed. The mere fact of an association will not be considered an adequate response.*

PART II – CONSULTANT’S EXPERIENCE

Provide a summary of at least five (5) similar assignments completed in the last ten (10) years using the Project Data Sheet attached. Consultants may also include sheets for current assignments that are at least fifty percent (50%) complete. Reference letters from all the Employers/Clients shall be provided for each of the projects submitted.

List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture partners. Assignments completed by the Consultant’s experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant’s partners or sub-consultants, but can be claimed by the Experts themselves in their CVs.



COMPANY DATA FORM

1. **Legal Name of Firm:**
2. **Type of Company (partnership, etc.):**
3. **Years in Business:**
4. **Gross Revenues over the last three (3) years:**
(attach audited financial statements)
5. **Company Address:**
6. **Name and Contact Information for Authorized Representative** *(if the submission is made as a JV, include only one person to be contacted about this Proposal)*
7. **Company Organization:** *(attach chart if required)*

8. **General Description of Services Provided (indicate particular specialties):**

9. **Associations**

10. **Staff:** *Indicate a total number of staff including principals, professionals, and support staff. Professionals should be categorized by discipline (e.g. Architect, Structural/Civil Engineer, Electrical Technician, Clerk of Works, etc.)*

11. **Demonstrate financial capacity to undertake the services to be performed under this contract.**



PROJECT DATA SHEET

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

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 – DESCRIPTION OF APPROACH, METHODOLOGY, AND PROJECT ORGANIZATION

Contract No. 1390:

Contract Name: Provision of Professional Services for Quality Control of Corrosion Protection Works on Transfer Tunnel, Delivery Tunnel, Muela Hydropower Station and Station Bypass Tunnel Steel Linings.

Describe the approach, methodology, and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if required.

Recommended structure for the description of approach, methodology, and work plan

1. *Technical Approach and Methodology. Explain your understanding of the objectives of the assignment as outlined in the Scope of Services (SOS'), the technical approach, the methodology to be adopted for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the SOS.*

This description should include notes on the methods, personnel, procedures, and computer hardware and specialty software to be used for technical calculations.

2. *Organization and Staffing. Describe the structure and composition of the proposed team, including the list of the Key Staff, Support Staff, and relevant technical, as well as administration and other support staff.*

The Consultant must provide the Key and Support Staff according to its understanding of the work to be performed. Job descriptions must be provided for the categories proposed.

Include an organization chart that illustrates the following:

- a. *Interfaces between the Consultant's team and:*
 - i. *Home office*
 - ii. *LHDA*
 - iii. *All positions proposed*
 - iv. *Names of Key Staff and their positions*
 - v. *Parent firm of each professional*

The text of this section shall include a concise statement of the duties of each member on the organogram and the suitability of their qualifications for the assignment. [As the services to be provided will be located primarily in Lesotho, minimizing the extent of corporate management will be a factor in the evaluation of the Proposal organization and work plan].

Limit this section to twenty (20) pages.

SECTION 4D – PROPOSED WORK BREAKDOWN STRUCTURE

Stage	Task	Sub-Task	Proposed Staff Input (hours)												
			Key Staff						Support Staff						
			[Position 1] (days)	[Position 2] (days)	[Position 3] (days)	[Position 4] (days)	[Position 5] (days)	[Position 6] (days)	[Position 7] (days)	[Position 8] (days)	[Position 9] (days)	[Position 10] (days)	[Position 11] (days)	[Position 12] (days)	[Position 13] (days)
[Insert description of the stage]	1.1 [Insert Task 1]	1.1.1 [Insert sub-Task 1]													
		1.1.2 [Insert sub-Task 2]													
		1.1.3 [Insert sub-Task 3]													
	1.2 [Insert Task 2]	1.2.1 [Insert sub-Task 1]													
		1.2.2 [Insert sub-Task 2]													
		1.2.3 [Insert sub-Task 3]													
	1.3 [Insert Task 3]	1.3.1 [Insert sub-Task 1]													
		1.3.2 [Insert sub-Task 2]													
		1.3.3 [Insert sub-Task 3]													
	TOTALS														

Notes:

1. Include only the Key Staff listed in Paragraph 11.1 of Section 3. The consultant must include Support Staff included in Paragraph 11.2 and may propose others as deemed necessary for the services to be provided.
2. Stages and tasks shall be only as included as listed in Paragraph 5 of Section 3. The proposal may include additional sub-tasks, as required.
3. Labor (in days) shall be consistent with that included in the financial proposal. One (1) working (billable) day shall comprise (8) working (billable) hours.
4. Add additional sheets as required, using a maximum of one (1) per task as listed in Paragraph 5 of Section 3.

SECTION 4E – WORK PROGRAMME

Contract No. 1390:

**Contract Name: Provision of Professional Services for Quality Control of Corrosion
Protection Works on Transfer Tunnel, Delivery Tunnel, Muela Hydropower
Station and Station Bypass Tunnel Steel Linings.**

Provide a resource-loaded program in the form of a linked bar (Gantt) chart prepared using MS Project 2013 showing the inputs of Key and Support Staff required to complete all activities. This program shall be consistent with the staff inputs proposed in Section 4F. The chart shall be based on a comprehensive work plan for the execution of the Services. Outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client and regulatory agencies), and tentative delivery dates of reports and other deliverables. The proposed plan should be consistent with the technical approach and methodology, showing your understanding of the SoS and ability to translate them into a feasible working plan.

This work program shall use critical path method (CPM) logic and shall show all tasks and sub-tasks; activities within the sub-task; the logic relationship between all activities; early and late start and finish dates; total and free floats for each activity.

Calendar time shall be shown in months, where:

1 calendar month = 173.33 billable hours

1 week = 5 billable days

1 day = 8 billable hours

The programme shall be suitable for monitoring of changes and generation of progress reports throughout the Services.

SECTION 4F – TEAM COMPOSITION AND KEY STAFF INPUTS

Contract No. 1390:

Contract Name: **Provision of Professional Services for Quality Control of Corrosion Protection Works on Transfer Tunnel, Delivery Tunnel, Muela Hydropower Station and Station Bypass Tunnel Steel Linings.**

Describe the composition of the team, highlighting the labour inputs (in days) for all Key and Support Staff using the forms provided. The number of person-days shall be summarized and carried forward into the Financial Proposal.

Any eventual Contract with the Consultant will contain the following conditions:

- 1. The Consultant agrees to retain qualified personnel for as long as it takes to complete the required work within the Contract period.*
- 2. Personnel shall not be removed, and or replaced, without express permission in writing from the Client. The Consultant must ensure that, if selected, the staff nominated will be assigned as proposed. Failure to do so may result in the annulment of any acceptance of the Proposal, or termination of the contract entered into by the LHDA for the execution of the Services.*
- 3. The Consultant will not be entitled to assign and charge for additional personnel, nor charge person-days above those estimated for any position, without the Client's prior approval.*

SECTION 4G- CV FORMAT

Curriculum Vitae

12. Name of Expert:

13. Proposed Position:

14. Company/Consortium:

15. Gender:

16. Nationality:

17. Date of Birth:

18. Education

Name of Institution	Degree Obtained	Dates Attended
---------------------	-----------------	----------------

19. Professional Registration

Name of Institution	Type of Registration	Dates Obtained
---------------------	----------------------	----------------

20. Other Training

Name of Institution	Training Details	Dates Obtained
---------------------	------------------	----------------

21. Countries of Work Experience

Country	Dates (Start-End)
---------	-------------------

22. Languages (Scale of 1-5: 1= excellent, 5 = poor)

Language	Speaking	Reading	Writing
----------	----------	---------	---------

23. Employment Record *Starting with the current position, list in reverse order every employment held by Expert since graduation, giving dates of employment, name of employing organization, positions, and responsibilities held.*

Dates: start/end

Employer:

Position Held:

Location of Position:

Responsibilities:

24. Detailed Tasks Assigned *Describe all tasks to be performed under this assignment.*

25. Relevant Experience *List job functions that best illustrate the candidate's ability to perform assigned tasks.*

Project 1:

Dates: start/end

Locations:

Client:

Project Description:

Positions Held:

Activities Performed:

Contract Value:

Project 2:

Dates: start/end

Locations:

Client:

Project Description:

Positions Held:

Activities Performed:

Contract Value:

Project 3:

Dates: start/end

Locations:

Client:

Project Description:

Positions Held:

Activities Performed:

Contract Value:

26. Certification

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience.

Furthermore, I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Finally, I hereby confirm my availability to come.

Name of Candidate

Signature

Date

Notes:

- 1) Each CV must include the original signature of the proposed candidate. Failure to meet this requirement will result in zero scores being given.*
- 2) Each CV must not exceed four (4) pages (excluding this page). Additional pages will not be considered.*
- 3) CVs to be submitted for all Key Staff (see Paragraph 11 of Section 3)*
- 4) A maximum of ten (10) additional CVs in total may be submitted for the support personnel.*

SECTION 4H – COMMENTS AND SUGGESTIONS ON THE SCOPE OF SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT

Contract No. 1390:

Contract Name: **Provision of Professional Services for Quality Control of Corrosion Protection Works on Transfer Tunnel, Delivery Tunnel, Muela Hydropower Station and Station Bypass Tunnel Steel Linings.**

Provide comments and suggestions on the Scope of Services that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, to be provided by the Client, including office space, local transportation, equipment, data, etc.

1. Scope of Services

Describe improvements to the Scope of Services.

2. Facilities to be provided by the client

Include comments on facilities to be provided by the Client.

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



LESOTHO HIGHLANDS WATER PROJECT

REQUEST FOR PROPOSALS FOR

CONTRACT LHDA No. 1390

**PROVISION OF PROFESSIONAL SERVICES FOR QUALITY CONTROL OF CORROSION PROTECTION WORKS
ON TRANSFER TUNNEL, DELIVERY TUNNEL, MUELA HYDROPOWER STATION AND STATION BYPASS
TUNNEL STEEL LININGS.**

SECTION 5 – FINANCIAL PROPOSAL

LHDA
Lesotho Bank Tower
Kingsway
Maseru, Lesotho

January 2024

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

Contract No. 1390:

Contract Name: Provision of Professional Services for Quality Control of Corrosion Protection Works on Transfer Tunnel, Delivery Tunnel, Muela Hydropower Station and Station Bypass Tunnel Steel Linings.

Checklist for RFP Completeness – Financial Proposal

This checklist is provided to assist consultants in assuring the completeness of the proposal

RFP Section	Description	Included (Y/NA)?
5A	Financial Proposal Submission Form	
5A	Summary of Company Shareholding	
5B	Summary of Financial Proposal	
5C	Breakdown of Financial Remuneration for Professional Fees	
5D	Breakdown of Financial Remuneration for Reimbursable Expenses	
5E	Breakdown of Financial Remuneration for Field Investigations	

before submission to the LHDA. This document must be included in the proposal submitted.

All pages of the original Proposal with bidder's entries shall be initialled by the same authorized representative of the Consultant who signs the Proposal.

SECTION 5A – FINANCIAL PROPOSAL SUBMISSION FORM

Contract No. 1390:

Contract Name: **Provision of Professional Services for Quality Control of Corrosion Protection Works on Transfer Tunnel, Delivery Tunnel, Muela Hydropower Station and Station Bypass Tunnel Steel Linings.**

We, the undersigned, offer to provide the consulting services for Contract LHDA No. 1390 by your Request for Proposal dated *[Insert Date]* 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 per the Contract.

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

By 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: _____

Notes:

- 1. Attach a summary of company shareholding for each firm, indicating the country of origin.*
- 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.*

SECTION 5B – SUMMARY OF FINANCIAL PROPOSAL

Description	Section	Page	Total Cost (Maloti)
1. Financial Remuneration for Professional Fees			
Provision of Professional Services for Quality Control of Corrosion Protection Works on Transfer Tunnel, Delivery Tunnel, Muela Hydropower Station and Station Bypass Tunnel Steel Linings.			
Key Staff	5C		
Support Staff	5C		
<i>SUBTOTAL</i>			
<i>VAT (@15%)</i>			
TOTAL FOR PROFESSIONAL FEES			
2. Financial Remuneration for Reimbursable Expenses			
Provision of Professional Services for Quality Control of Corrosion Protection Works on Transfer Tunnel, Delivery Tunnel, Muela Hydropower Station and Station Bypass Tunnel Steel Linings.	5D		
TOTAL FOR REIMBURSABLE EXPENSES			
TOTAL FINANCIAL PROPOSAL (PARTS 1+2)			

PART I – FINANCIAL REMUNERATION FOR SERVICES TO BE PERFORMED

Name	Position	Rate/hour (Maloti)	Labour Input (Hours) carried from Section 4F								Total Labour Input (hours)	Total Cost
			[Tas k 1]	[Tas k 2]	[Tas k 3]	[Tas k 4]	[Tas k 5]	[Tas k 6]	[Tas k 7]	[Tas k 8]		
KEY STAFF												
[Name of Key Personnel No. 1]	[Key Position No. 1]											
[Name of Key Personnel No. 2]	[Key Position No. 2]											
[Name of Key Personnel No. 3]	[Key Position No. 3]											
[Name of Key Personnel No. 4]	[Key Position No. 4]											
SUBTOTAL												
SUPPORT STAFF												
SUBTOTAL												
TOTAL PROFESSIONAL FEES												

Notes:

- Labour input to be provided using the following assumptions:
1 week = 7 days
1 day = 24 billable hours (12-hour shifts x 2 per day)
- The remuneration rates shall comprise a salary (or a base fee), social costs, overheads, profit, and any premium or allowance that may be paid for assignments away from headquarters or a home office.

Rate details are discussed below:

- The Salary is the gross regular cash salary or fee paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).

- b. Social costs comprise pension, social security, accommodation, daily allowances, premiums for working away from the home office, annual leave, medical insurance, and any other employment benefits.*
 - c. Overheads are the Consultant's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the Contract. Typical items are home office costs (non-billable time, time of senior Consultant's staff monitoring the project, rent of headquarters' office, research, staff training, marketing, etc.), the cost of Consultant's personnel not currently employed on revenue-earning projects, taxes on business activities, and business promotion costs. The Client does not accept an add-on margin for social charges, overhead expenses, etc. for individuals who are not permanent employees of the Consultant. In such case, the Consultant shall be entitled only to administrative costs and a fee on the monthly payments charged for sub-contracted individuals.*
 - d. Profit is normally based on the sum of the Salary and Overheads. Profit shall not be allowed on travel or any other reimbursable expenses.*
- 3. At the clarifications the Consultant shall be prepared to disclose its audited financial statements for the last three (3) years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. The Client is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds.*
 - 4. Key Staff - as defined in the RFP, are those candidates for Key Staff nominated in the Consultant's Proposal and are normally resident in the project's Lesotho office.*
 - 5. Support Staff - as defined in the RFP are non-key individuals or those not normally resident in Lesotho, but who have been approved by the Client.*

PART I – FINANCIAL REMUNERATION FOR REIMBURSABLE EXPENSES

Type of Reimbursable Expense	Unit	Unit Cost (Maloti)	Quantity	Total Cost
Per diem allowance in Lesotho	Day			
Vehicles	KM			
Living Allowances				
Key Staff	Month			
Support Staff (If applicable)	Month			
Office costs	Month			
Cost of applicable international or local communications such as the use of telephone, cellular phone, facsimile, network server, and internet service required for the Services	Month			
Drafting and reproduction of reports	Lump-Sum			
TOTAL COSTS FOR REIMBURSABLE EXPENSES				

Notes:

- Reimbursement for airfare and per diem allowances must be approved before travel.*
- Per diem allowances shall be paid for each night the expert is required by the Contract to be away from his/her usual place of residence and shall include lodging, meals, airport transfers, and other incidentals associated with travel for periods of less than one (1) month.*
- Office costs shall be for all costs associated with implementation, operation, and maintenance of project office, including but not limited to administrative clerical staff, office space, furniture, computer equipment (including printers, network servers, telephone), and insurance.*
- Costs for material testing laboratory where applicable shall include laboratory and field testing equipment and consumables.*

**KINGDOM OF LESOTHO
LESOTHO HIGHLANDS WATER PROJECT
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LESOTHO HIGHLANDS WATER PROJECT

REQUEST FOR PROPOSALS FOR

CONTRACT LHDA NO. 1390.

**PROVISION OF PROFESSIONAL SERVICES FOR QUALITY CONTROL OF CORROSION PROTECTION
WORKS ON TRANSFER TUNNEL, DELIVERY TUNNEL, MUELA HYDROPOWER STATION AND
STATION BYPASS TUNNEL STEEL LININGS.**

SECTION 6 – LHWP ANTI-CORRUPTION POLICY

LHDA
Lesotho Bank Tower
Kingsway
Maseru, Lesotho

January 2024

LHWP ANTI-CORRUPTION POLICY - 2019

Adopted by the Lesotho Highlands Water Commission in April 2019

1. This Policy has been adopted under 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 registration with government authorities and for obtaining the necessary licenses, permits, and clearances to practice within the Kingdom of Lesotho (e.g. Income tax clearance, trading license, work permits, etc.). In the context of this Policy, such facilitators are legitimate service providers for purposes of assisting consultants and contractors to comply with the legal requirements for permitting, licensing, and registration.

Background:

3. Phases IA and IB of the Project were tainted by corruption which caused the integrity of the Project to be undermined and questioned.
4. Despite the best efforts of the Lesotho prosecuting authorities, working in conjunction with the Project Authority, and 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 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 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 judgment 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 a business or other relationships between the corporate entities”.

12.4. Bias when dealing with claims and variation orders during the 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 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 about 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 about 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 in 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 take 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 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 if 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 leveled 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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THE LESOTHO HIGHLANDS DEVELOPMENT AUTHORITY**



LESOTHO HIGHLANDS WATER PROJECT

REQUEST FOR PROPOSALS FOR

CONTRACT LHDA No. 1390

**PROVISION OF PROFESSIONAL SERVICES FOR QUALITY CONTROL OF CORROSION PROTECTION
WORKS ON TRANSFER TUNNEL, DELIVERY TUNNEL, MUELA HYDROPOWER STATION AND
STATION BYPASS TUNNEL STEEL LININGS.**

SECTION 7 – EVALUATION CRITERIA

LHDA
Lesotho Bank Tower
Kingsway
Maseru, Lesotho

January 2024

Proposals compliant with the requirements of the RFP will be evaluated with procedures taking into account the technical and financial considerations as detailed below. Only those who have been successful at the expression of interest stage will be eligible to be evaluated.

	CRITERION	POINTS
1	Tender Presentation	5
	The clear proposal, complete and conforms with the requirements of this RFP	2 2 1
2	Team Qualifications and Company Experience	55
2.1	Team Qualifications	
	<p>a. Project Manager – A qualified Corrosion Protection Specialist with a minimum qualification of NACE Coating Inspector Level 3, or equivalent qualification from an Internationally recognised institution [4]</p> <p>With a minimum of ten (10) years demonstrable experience in the field of Corrosion Protection based on internationally recognised standards. [8]</p> <p>Corrosion Protection Specialist and Project Manager’s Experience should also have professional registration with an accredited professional body. [3]</p> <p>Engineering degree in any of the following Civil, Mechanical or equivalent will be an added advantage.</p>	15
	<p>b. Inspection Supervisors - NACE Coating Inspector Level 3, or equivalent qualification from an Internationally recognised institution. [4]</p> <p>With a minimum of eight(8) years demonstrable experience in coating inspection based on internationally recognised standard(s) in corrosion protection projects. [6]</p>	10
	<p>c. Coating Inspectors – NACE Coating Inspector Level 2, or equivalent qualification from an Internationally recognised institution. [4]</p> <p>With a minimum of five (5) years demonstrable experience in coating inspection based on internationally recognised standard(s) in corrosion protection projects. [6]</p>	10

2.2	<p>Company Experience</p> <p>The Company should have experience in projects of similar nature and magnitude. A minimum of five projects in the field of Quality Control of Corrosion Protection works based on internationally recognised standards including corrosion protection works of pipes, tunnels or similar metal structures is required.</p> <p>Experience in projects of similar nature (pipes, tunnels or similar metal structures) [5]</p> <p>Experience in projects of similar magnitude in terms of:</p> <ul style="list-style-type: none"> • size in surface area [5] • contract value [5] 	15
2.3	<p>References</p> <p>A letter of reference for each of the projects listed under 2.2.</p>	5
3	Approach and Methodology	40
3.1	<p>Technical Approach and Methodology</p> <p>A 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 RFP, and provides means of solving such issues.</p> <p>A clear description of approach the consultant will use to implement the project, in the form of a preliminary Quality Control Plan (QCP), which will be used to compile the detailed QCP after contract award, including:</p> <ul style="list-style-type: none"> • Detailed description of the important points to be covered/included in the Contractors method statement [4] • Detailed procedures to be used for access/ working in confined space in line with the SHE standards [2] • Demonstrate how implementation of the works according to DWS 2020 and ISO9000 specifications will be achieved [3] • Detailed procedures to be used for inspection of supplied material, its storage, use and disposal in accordance with SHEQ standards [3] • Detailed quality checks procedure to be used during surface preparation [5] • Detailed description of inspection & testing plans including quality assurance procedures to be followed during coating application. [5] • Demonstrate availability of all measuring equipment to be used for inspection. [3] 	25
3.2	<p>Project Organisation</p> <p>The proposal that includes a complete and detailed organization chart and</p>	5

	a staffing schedule, a balanced staffing arrangement with head office and site support, and clear definitions of the duties and responsibilities of the entire project team will be awarded maximum points.	
4	Work Programme This evaluation will consider whether the timing and duration of all activities are appropriate and consistent with the required output and whether relationships between activities are realistic and consistent with the proposed approach and methodology. <ul style="list-style-type: none"> • Timing and duration of all activities are appropriate and consistent with the required output [4] • Relationships between activities are realistic and consistent with the proposed approach and methodology [4] • Milestones and critical path are clearly indicated [2] 	10
TOTAL		100

7.1. Technical Proposal

Technical Proposals will be opened first and evaluated based on the criteria given above. Proposals that obtain Technical Scores of less than 70 points will be excluded from further evaluation and their respective Financial Proposals will be returned to the concerned firms unopened.

A Technical Score (T_s) will then be calculated as follows:

T_s = Sum of the scores for Criteria 1 - 4

The Technical Score shall account for 65% of the combined evaluation score.

7.2. Financial Proposals

The Financial Proposals of tenderers who obtain Technical Proposal scores ≥ 70 marks will then be opened and evaluated on the basis of the following procedure:

- The lowest-priced qualifying proposal will score 100 points.
- For the remainder, the financial scores will be calculated using the following formula:

$$F_s = \frac{P_0 \times 100}{P}$$

Where,

P_0 = Lowest Price

P = Price of the company being evaluated

F_s = Financial proposal score of the company being evaluated.

- The price shall include all costs of the total assignment. Failure to do so may cause rejection of the proposal.
- Financial proposals associated with technical proposals that obtain technical evaluation scores of less than 70 marks shall be returned unopened to the Bidder.
- Financial Score shall account for 35% of the combined evaluation score.

7.3. COMBINED EVALUATION SCORE

The Combined Evaluation Score will be made up of the marks for the technical proposal accounting for 65%, the financial proposal accounting for 35%.

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

$$C_S = 0.65 T_S + 0.35 F_S$$

Where: C_S = Combined evaluated score for proposal under consideration

T_S = Score for Technical Proposal

F_S = 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 clarifications with the preferred Consultant with the intention to entering into a contract. After the clarifications, 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. If these clarifications 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.

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



LESOTHO HIGHLANDS WATER PROJECT

REQUEST FOR PROPOSALS FOR

CONTRACT LHDA NO. 1390.

**PROVISION OF PROFESSIONAL SERVICES FOR QUALITY CONTROL OF CORROSION PROTECTION
WORKS ON TRANSFER TUNNEL, DELIVERY TUNNEL, MUELA HYDROPOWER STATION AND
STATION BYPASS TUNNEL STEEL LININGS.**

SECTION 8 – FORM OF AGREEMENT

LHDA
Lesotho Bank Tower
Kingsway
Maseru, Lesotho

January 2024

AGREEMENT

THIS AGREEMENT together with the documents annexed and/or named herein called "the Agreement" made this day of in the year two thousand and....., between the **Lesotho Highlands Development Authority (LHDA)** (hereinafter called the "the Client") of the one part and (hereinafter called "the Consultant") of the other part.

Witnesseth that:

WHEREAS the Client is desirous that **Provision of Professional Services for Quality Control of Corrosion Protection Works on Transfer Tunnel, Delivery Tunnel, Muela Hydropower Station and Tatio Bypass Tunnel Steel Linings** be performed (hereinafter called "the Services") for the Lesotho Highlands Water Project.

AND WHEREAS the Client has accepted the Proposal of the Consultant for the performance of such Services in the Sum defined in the Letter of Acceptance.

NOW THEREFORE it is hereby agreed and declared by and between the parties hereto as follows:

1. The Client hereby appoints the Consultant and the Consultant accepts the appointment to carry out the Services.
2. The following documents shall be deemed to form and be read and construed as part of the Agreement and shall have the order of precedence as defined below.
 1. Section 1 - Contract Agreement
 2. Section 2 - Letter of Award & Letter of Acceptance
 3. Section 3 - Memorandum of Understanding
 4. Section 4 - Particular Conditions of Contract
 5. Section 5 - General Conditions of Contract Part I
 6. Section 6 - Scope of Services
 7. Section 7 - Consultant's Proposal

8. Section 8 - LHWP Anti-Corruption Policy
9. Section 9 – Tax Requirements
10. Section 10 – Power of Attorney
11. Section 11 - Any other documents forming part of the Contract

3. The Consultant hereby covenants with the Client to perform the Services in conformity in all respect with the provisions of the Agreement and with all reasonable skill, care, and diligence.
4. The Client hereby covenants to pay the Consultant in the amounts at the times and in the manner prescribed by the Agreement.
5. By signing this Agreement each signatory warrants that he is duly authorized to do so

IN WITNESS whereof this Agreement has been accepted by the Parties hereto and signed by their representatives on the date first written above. Whereof the parties hereto have set their hands and seals (if any) in the presence of the subscribing witnesses:

For and on behalf of the LESOTHO HIGHLANDS DEVELOPMENT AUTHORITY:

Signature:_____

Name:_____

LHDA CHIEF EXECUTIVE

As Witness:

Signature:_____

Name:_____

Position:_____

For and on behalf of (The Consultant)

Signature:_____

Name:_____

Position:_____

As Witness;

Signature:_____

Name:_____

Position:_____

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



LESOTHO HIGHLANDS WATER PROJECT

REQUEST FOR PROPOSALS FOR

CONTRACT LHDA NO. 1390.

**PROVISION OF PROFESSIONAL SERVICES FOR QUALITY CONTROL OF CORROSION PROTECTION
WORKS ON TRANSFER TUNNEL, DELIVERY TUNNEL, MUELA HYDROPOWER STATION AND
STATION BYPASS TUNNEL STEEL LININGS.**

SECTION 9 – PARTICULAR CONDITIONS OF CONTRACT

LHDA
Lesotho Bank Tower
Kingsway
Maseru, Lesotho

January 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 th May 1986 as amended. It includes the Protocols, Annexures, and Annexes adopted as part of the Treaty.
1.1.2	The Project is:	Contract LHDA No. 1390 – Provision of Professional Services for Quality Control of Corrosion Protection Works on Transfer Tunnel, Delivery Tunnel, Muela Hydropower Station and Station Bypass Tunnel Steel Linings.
1.1.10	Commencement Date is	01 st October 2024
1.1.11	Time for Completion is	Six Months (180 Days)

1.3 Language for Communications

	English
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1.4 Language of Agreement

Ruling Language	English
Governing Law	Kingdom of Lesotho

1.8 Notices

Client	Lesotho Highlands Development Authority
Address	LHDA Tower Building (Formerly Lesotho Bank Tower) Kingsway Road P.O. Box 7332 Maseru, Lesotho

	Email	Procurement@lhda.org.ls
	Consultant	[Insert the Consultant's name]
	Address	[Insert the Consultant's address]
	Email	[Insert the Consultant's email]
2.7	Client Representative	The Client's Representative is Divisional Manager Development and Operations Division (DM DOD)
3.6	Representatives	Consultant's Authorized Representative [Name – Project Manager]
5.2.2	Agreed compensation for overdue payment (% per annum, applied daily)	Prime Lending rate plus 1%
6.2	Duration of Liability	From Commencement Date to Time for Completion
6.3.1	Limit of Compensation	10% of the value of the contract
7.1	Insurance for Liability and Indemnity	
7.1.1(a)	Professional Indemnity	10% of value contract
	Duration of Insurance	Contract duration
7.1.1(c)	Public/Third Party Insurance	One Million Maloti
	Duration of Insurance	Contract duration
8.2	Mediation	
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 (see Annexure 3 - LHWP Anti-Corruption Policy) at all times.

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 take into account 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, as a result 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 accept 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 as a result 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. 1390

**PROVISION OF PROFESSIONAL SERVICES FOR QUALITY CONTROL OF CORROSION PROTECTION
WORKS ON TRANSFER TUNNEL, DELIVERY TUNNEL, MUELA HYDROPOWER STATION AND
STATION BYPASS TUNNEL STEEL LININGS.**

SECTION 10 – GENERAL CONDITIONS OF CONTRACT

LHDA
Lesotho Bank Tower
Kingsway
Maseru, Lesotho

January 2024

PART I - GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract for this Agreement shall be the FIDIC Client/Consultant Model Services Agreement, 4th 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
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LESOTHO HIGHLANDS WATER PROJECT

REQUEST FOR PROPOSALS FOR

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WORKS ON TRANSFER TUNNEL, DELIVERY TUNNEL, MUELA HYDROPOWER STATION AND
STATION BYPASS TUNNEL STEEL LININGS.**

SECTION 11 – TAX REQUIREMENTS

LHDA
Lesotho Bank Tower
Kingsway
Maseru, Lesotho

January 2024

Tax Registration

The Consultant/Contractor shall be required to register for taxation (Income and VAT) with Revenue Services Lesotho (RSL).

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 Consultant shall comply with the relevant and applicable tax 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

The consultant must take 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.