

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



LESOTHO HIGHLANDS WATER PROJECT

CONTRACT LHDA No. 6027A

PROVISION OF PROFESSIONAL SERVICES FOR

DEMARCATIION OF A 100M BUFFER ZONE AROUND THE POLIHALI RESERVOIR

LHDA
LHDA Tower Building
Kingsway
Maseru, Lesotho

[NOVEMBER 2023]

Version 1

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CONTRACT LHDA No. 6027A

**PROVISION OF PROFESSIONAL SERVICES FOR
DEMARCATON OF A 100M BUFFER ZONE AROUND THE POLIHALI RESERVOIR**

SECTION 1 – LETTER OF INVITATION

LHDA
LHDA Tower Building
Kingsway
Maseru, Lesotho

[NOVEMBER 2023]

Subject: Contract LHDA No.: 6027A

Request for Proposals for Provision of Services for

DEMARCATION OF A 100M BUFFER ZONE AROUND THE POLIHALI RESERVOIR

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 of the Republic of South Africa in accordance with a Treaty signed between the two countries in 1986. The Lesotho Highlands Development Authority (LHDA) is a statutory body constituted under the Lesotho Highlands Development Authority Order No. 23 of 1986. The LHDA is charged with the responsibility for the implementation, operation and maintenance of the Lesotho Highlands Water Project (LHWP) in Lesotho.

You are hereby invited to submit Technical and Financial Proposals for Consultancy Services for the **Demarcation of a 100m Buffer Zone Around the Polihali Reservoir**. This proposal may form the basis for future negotiations and, ultimately, a contract between your firm and the Lesotho Highlands Development Authority (LHDA). More details on the specific services to be provided are included in the Scope of Services (**Section 3**).

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

The RFP includes the following documents:

1. Section 1 – Letter of Invitation
2. Section 2 – Standard Instructions to Bidders and Data Sheet
3. Section 3 – Scope of Services
4. Section 4 – Technical Proposal - Standard Forms
5. Section 5 – Financial Proposal - Standard Forms
6. Section 6 – LHWP Anti-Corruption Policy
7. Section 7 – Evaluation Criteria
8. Section 8 – Agreement
9. Section 9 – Particular Conditions
10. Section 10 – General Conditions of Contract
11. Section 11 – Tax Requirements

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

Event	Date	Time
Compulsory Virtual Pre-Proposal Meeting	N/A	N/A
Deadline for submission of requests for clarification from LHDA	26 January 2024	17:00
Last date for issuance of clarifications by LHDA	09 February 2024	17:00
Deadline for submission of Proposals (Closing Date)	23 February 2024	12:00
Contract Clarifications – date will be confirmed with preferred bidder	[TBC]	[TBC]
Notification of Award - date will be confirmed with preferred bidder	[TBC]	[TBC]
Contract Signing - date will be confirmed with preferred bidder	[TBC]	[TBC]
Commencement Date	[TBC]	[TBC]

Yours faithfully,

Mr. Tente Tente
Chief Executive

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



LESOTHO HIGHLANDS WATER PROJECT

REQUEST FOR PROPOSALS FOR

CONTRACT LHDA No. 6027A

**PROVISION OF PROFESSIONAL SERVICES FOR
DEMARCATIION OF A 100M BUFFER ZONE AROUND THE POLIHALI RESERVOIR**

SECTION 2 – STANDARD INSTRUCTIONS TO BIDDERS AND DATA SHEET

LHDA
Lesotho Bank Tower
Kingsway
Maseru, Lesotho

[NOVEMBER 2023]



SECTION 2A – STANDARD INSTRUCTIONS TO BIDDERS

A. GENERAL PROVISIONS

1. Definitions

- (a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Bidder.
- (b) “Applicable Guidelines” means the policies of the Lesotho Highlands Development Authority (LHDA) governing the selection and Contract award process as set forth in this RFP.
- (c) “Applicable Law” means the laws and any other instruments having the force of law in the Kingdom of Lesotho.
- (d) “Bidder” means a legally-established 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 personnel of the Bidder, Sub-consultant or Joint Venture member(s).
- (k) “Government” means the government of the Kingdom of Lesotho.
- (l) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Bidder where one member has the authority to conduct all business for and on behalf of any and all the members of the

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

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

2. Introduction

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

2.2. Bidders are invited to submit a Technical Proposal and a Financial Proposal for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Bidder.

2.3. The Bidders should familiarize themselves with the local conditions and consider them in preparing their Proposals; including attending a pre-proposal conference and site visit, if specified in the **Data Sheet**. Attending any such pre-proposal conference is compulsory and is at the Bidders' expense.

2.4. The Client will provide, at no cost to the Bidders, the inputs, relevant project data, and reports required for the preparation of the Bidder's Proposal as specified in the **Data Sheet**.

3. Conflict of Interest

3.1. The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

3.2. The Bidder has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Bidder or the termination of the Contract.

3.2.1. Without limitation on the generality of the foregoing, the Bidder shall not be hired under the circumstances set forth below:

- (i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.
- (ii) Conflict among consulting assignments: a Bidder (including its Key Staff and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be

in conflict with another assignment of the Bidder for the same or for another Client.

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

4. Unfair Competitive Advantage

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

5. Eligibility Restrictions and Prohibitions

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

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

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

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

5.3. Direct Interest means:

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

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

5.4. Indirect Interest means:

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

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

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

- a. Conflict between consulting activities and procurement of goods, works or non-consulting services for LHWP,
- b. A close business or family relationship with a member of staff or Board of Directors of the Client, involved in any part of (i) the preparation of the 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. The LHDA permits Bidders (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services.

6.2. Furthermore, it is the Bidder's responsibility to ensure that its Experts, Joint Venture members, Sub-consultants, agents (declared or not), service providers, suppliers and/or their employees meet the eligibility requirements as established by the LHDA.

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

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

7. Prohibitions

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

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

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

8. Restrictions for Government-owned Enterprises

8.1. Government-owned enterprises or institutions in the Kingdom of Lesotho shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under

commercial law, and (iii) that they are not dependent agencies of the Client.

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

9. Restrictions for Public Employees

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

- a. in case of resignation or retirement, the period must be at least 6 (six) months, or the period established by statutory provisions applying to civil servants or government employees in the Kingdom of Lesotho, whichever is longer.
- b. Experts who are employed by the government-owned universities, educational or research institutions are not eligible unless they have been full time employees of their institutions for a year or more prior to being included in Bidder's Proposal; and their hiring would not create a conflict of interest.

B. PREPERATION OF PROPOSAL

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 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 prior to 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**.

13.2. The Bidder shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 5) in accordance with the Lesotho Highlands Water Project's Anti-Corruption Policy (Section 6).

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 proposal non-responsive and 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 own name or as part of a Joint Venture in another Proposal. If a Bidder, including any Joint Venture member or sub-consultant, submits or participates in more than one proposal, they will be requested to confirm, in writing, in which proposal they will be participating in.

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

15. Proposal Validity 15.1. The **Data Sheet** indicates the period during which the Bidder's Proposal must remain valid after the proposal submission deadline.

15.2. During this period, the Bidder shall maintain its original Proposal without any change, including the availability of the Key Staff, the proposed rates and the total price.

15.3. If it is established that any Key Staff nominated in the Bidder's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with Clause 5 of these Instructions.

16. Extension of Validity Period

16.1. The Client will make its best effort to complete the negotiations within the validity period. However, should the need arise, the Client may request, in writing, all Bidders who submitted proposals prior to the submission deadline to extend their validity.

16.2. If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Staff.

16.3. The Bidder has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be evaluated further.

17. Substitution of Key Staff

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

18. Sub-Contracting

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

19. Clarification and Amendment of RFP

19.1. The Bidder may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by electronic means as indicated in the **Data Sheet**. The Client will respond in writing, or by electronic means, and will transmit the response (including an explanation of the query but without identifying its source) to all Bidders. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

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

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

20. Preparation of Proposals – Specific Considerations

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

21. Technical Proposal Format and Content

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

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

22. Financial Proposal

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

- a. remuneration for Key Staff and Support Staff,
- b. reimbursable expenses.

23. Price Adjustment

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

1 C. SUBMISSION, OPENING AND EVALUATION

24. Submission, Sealing, and Marking of Proposals

24.1. The Bidder shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 13 (Documents Comprising Proposal). The submission shall be made as specified in the **Data Sheet**.

24.2. An authorized representative of the Bidder shall sign the original submission letters in the required format for both the Technical Proposal and the Financial Proposal and shall initial all pages of both as stated in the **Data Sheet**. 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 Bid being disqualified.

24.3. A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.

24.4. Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Proposal.

24.5. The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

24.6. The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "**TECHNICAL PROPOSAL**", "[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 clearly marked "**FINANCIAL PROPOSAL**" followed by the name of the assignment, reference number, name and address of the Bidder, and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**".

24.8. The sealed envelopes containing the Technical and Financial Proposals shall be placed in one outer envelope and sealed. This outer envelope shall bear the submission address,

RFP reference number, the name of the assignment, Bidder's name and the address, and shall be clearly marked "**DO NOT OPEN BEFORE [INSERT THE DATE AND THE TIME OF THE SUBMISSION DEADLINE INDICATED IN 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 in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.

25. Confidentiality

25.1. From the time the proposals are opened to the time the Contract is awarded, the Bidder should not contact the Client on any matter related to its Technical or Financial Proposal. Information relating to the evaluation of proposals and award recommendations shall not be disclosed to the Bidders who submitted the proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.

25.2. Any attempt by Bidders or anyone on behalf of the Bidder to influence improperly the Client in the evaluation of the proposals or Contract award decisions may result in the rejection of its Proposal.

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

26. Opening of Technical Proposals

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

27. Proposals Evaluation

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

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

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

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

**28. Evaluation of
Technical Proposals**

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

28.2. The Client may request any additional information, clarification and/or verification in respect of any item contained in the bids from any of the bidders. Bidders shall be obliged to respond to such request for clarification within such timeframes as may be specified by the Client.

**29. Opening of
Financial Proposals**

29.1. After the technical evaluation is completed, the Client will notify those Bidders whose Proposals were considered non-responsive to the RFP or did not meet the minimum qualifying technical score that their Financial Proposals will be returned unopened after completing the selection process and Contract signing.

29.2. The Financial Proposals shall be opened by the Client's evaluation committee. The Financial Proposals will be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices recorded.

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

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

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

33. Taxes 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 prior to the date of submission of the proposals (the closing date). It should be noted that the Lesotho Loti (LSL) is equivalent (pegged one to one) to the South African Rand (ZAR).

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

35. Combined Quality, Preference and Cost Evaluation

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

36. Disqualification

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

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

36.3. Bidders who fail to attend a compulsory pre-proposal conference and/or pre-bid inspection (site visit) shall be disqualified.

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

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

2 D. CLARIFICATIONS/NEGOTIATIONS AND AWARD

37. Clarifications / Negotiations

37.1. The clarifications/negotiations will be held at the date and address indicated in the **Data Sheet** with the representative(s) of the preferred Bidder, who must have written power of attorney to negotiate and sign a Contract on behalf of the Bidder.

37.2. The Client will prepare minutes of clarifications/negotiations that are signed by the Client and the preferred Bidder's authorized representative.

37.3. If the clarifications/negotiations fail, the Client will inform the Bidder in writing and may then invite the next-ranked Bidder to negotiate a Contract.

38. Availability of Key Staff

38.1. The invited Bidder shall confirm the availability of all Key Staff included in the Proposal as a pre-requisite to the negotiations.

38.2. Key Staff are required to be available for in-person interviews during negotiations, if required by the Client as indicated in the **Data Sheet**. Failure to confirm the availability of Key Staff may result in the rejection of the Bidder's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Bidder.

38.3. Notwithstanding the above, the substitution of Key Staff at the negotiations may only be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Bidder, including but not limited to death or medical incapacity. In such case, the Bidder shall offer a substitute Key Staff within the period of time specified in the letter of invitation to negotiate the Contract. The named substitute shall have equivalent or better qualifications and experience than the original candidate.

39. Conclusion of Clarifications / Negotiations

39.1. The clarifications/negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the preferred Bidder's authorized representative.

40. Award of Contract

40.1. After completing the clarifications/negotiations, the Client will sign the Contract; and promptly notify the other Bidders who submitted Proposals.

40.2. The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

SECTION 2B – DATA SHEET

A. General	
Reference Clause	
2.2	<p>The name of the assignment is:</p> <p>Contract LHDA No. 6027A: Professional Services for Demarcation of a 100m Buffer zone around the Polihali Reservoir</p>
2.3	<p>A pre-proposal conference will be held: [No]</p> <p>Date of pre-proposal conference: N/A</p> <p>Time: <u>N/A</u></p> <p>Address: <u>N/A</u></p> <p>GPS Coordinates: N/A</p> <p>Telephone: <u>N/A</u> E-mail: <u>N/A</u></p> <p>Contact person/conference coordinator: N/A</p> <p>A Site Visit/Inspection will be held: [No]</p> <p>4 x 4 vehicles will be required: [No]</p>
2.4	<p>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</p> <p><u>[N/A]</u></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) 4E: Work Programme (f) 4F: Description of Team Composition (g) 4G: Curriculum Vitae (h) 4H: Comments on the Scope of Services <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"> • [N/A]
15.1	<p>Proposals must remain valid for [180 days] calendar days after the proposal submission deadline.</p>
19.1	<p>Clarifications may be requested no later than [Twenty-one (21) days] prior to 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: [Yes]</p> <p>[In accordance with Sub Clause 5.1.6 of the Particular Conditions.]</p>
<p>C. Submission, Opening and Evaluation</p>	
24.1	<p>The Bidders shall not have the option to submit their Proposals electronically.</p>
24.2	<p>The written confirmation of authorisation 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 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 one (1) copy, and one (1) electronic copy in the form of a CD ROM in portable document format (.pdf); however, the Work Programme shall also be submitted in its native file</p>

	<p>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 (1) copy of the Financial Proposal, and one (1) electronic copy in the form of a CD Rom in portable document format (<i>.pdf</i>); however, summary and breakdown of Financial Remuneration shall also be submitted in Microsoft Excel. The CDs for the financial proposal shall be sealed in the same envelope as the Financial Proposal. Hard copies will be considered as the official copies in all respects and not the electronic copy submissions.</p>
24.8 and 24.10	<p>The Proposals must be submitted no later than:</p> <p>Date: [23 February 2024]</p> <p>Time: [12:00], <u>Lesotho Standard Time</u></p> <p>The Proposal submission address is:</p> <p>Lesotho Highlands Development Authority LHDA Procurement 7th Floor, LHDA Tower Building (formerly Lesotho Bank Tower) Kingsway Maseru, Lesotho</p>
27.1	A Margin of Preference shall apply in the evaluation of Proposals: [Yes]
	D. Negotiations and Award
37.1	<p>Expected date and address for contract negotiations:</p> <p>Date: [TBC]</p> <p>Address: Lesotho Highlands Development Authority LHDA Tower Building (formerly Lesotho Bank Tower) 7th Floor Kingsway Road Maseru, Lesotho</p>
38.2	Key Staff in-person interview is: [Not Required].
40.2	<p>Expected date for the commencement of the Services:</p> <p>Date: [TBC] in Maseru, Kingdom of Lesotho]</p>

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



LESOTHO HIGHLANDS WATER PROJECT

REQUEST FOR PROPOSALS FOR

LHDA CONTRACT No. 6027A

PROVISION OF PROFESSIONAL SERVICES FOR

**DEMARCATIION OF A 100M BUFFER ZONE AROUND THE POLIHALI
RESERVOIR**

SECTION 3 – SCOPE OF SERVICES

LHDA
Lesotho Bank Tower
Kingsway
Maseru, Lesotho

[NOVEMBER 2023]

SECTION 3 – SCOPE OF SERVICES

Contract No: 6027A

Contract Name: **Provision of Professional Services for Demarcation of a 100M Buffer Zone around the Polihali Reservoir**

1 INTRODUCTION

1.1 Background

The Lesotho Highlands Water Project (LHWP) is a bi-national project between two Governments of the Kingdom of Lesotho and the Republic of South Africa and is implemented pursuant to a Treaty signed between the Government of Lesotho and the Republic of South Africa. Phase II of the LHWP was signed on the 11th August 2011 by the two governments to oversee the construction of advance infrastructure, a 164 m high concrete-faced rock-fill dam at the confluence of the Khubelu and Senqu Rivers, a 50 m high saddle Dam at Polihali and a 38 km gravity tunnel that will connect Polihali and Katse Reservoirs. The full supply level of the Polihali Dam at 2,080masl will inundate 5,040 ha of land that includes arable land and rangelands.

The implementation of the Treaty (1986) in Lesotho is overseen by the Lesotho Highlands Development Authority (LHDA) reporting to Board of Directors and Lesotho Highlands Water Commission (LHWC). Treaty requires both governments to take all reasonable measures to ensure that LHWP is implemented and operated in full recognition of the existing quality of the environment and the need for its conservation. The LHDA has thus adopted Integrated Catchment Management (ICM) as a holistic approach to managing land and water resources in the LHWP catchment areas. Amongst the activities outlined in the LHDA's ICM Implementation Plan 2019, is the establishment of a 100m buffer zone from the full supply level of the Polihali dam. The purpose of this demarcation is to establish a protective measure that limits development within the buffer zone to ensure safety, protect the environment, safeguard the water quality in the dam and promote sustainable development in and around the Polihali dam.

The LHDA therefore seeks the services of a service provider to undertake the physical demarcation of a 100-meter buffer zone surrounding the Polihali reservoir. This Terms of References (TORs) document outlines the scope of work, responsibilities, and deliverables expected from the consultant.

1.2 Rationale

A buffer zone is a designated area of land that serves as a protective barrier between two different zones or entities. Buffer zones are created for various purposes and can be found in different contexts, including environmental protection, military operations, urban planning, and infrastructure development. In the context of the Polihali reservoir, a buffer zone was conceptualised from lessons learned from Phase I of the LHWP where developments around the Mohale and Katse reservoirs are uncontrolled and threaten the environmental integrity of these peripheral areas with the potential to pose a negative impact on the integrity of the water in the reservoirs.

The Polihali Reservoir is a key component of the LHWP, which is exposed to a variety of environmental risks. Establishment of a buffer zone around the Polihali Reservoir is essential for several reasons, including:

1. Protect of the natural environment surrounding the reservoir, by helping to prevent human encroachment into this ecologically sensitive area which will minimize the disturbance to flora and fauna. In addition, this zone will provide additional space for ecological processes to function naturally without human intervention.
2. To act as a natural filter for water entering the reservoir, reducing the risk of contamination from agricultural runoff, other developments, and potential point and non-point sources of pollution. This will help to maintain the quality of the water stored in the reservoir.
3. Ensuring that there is enough distance between the reservoir and potential human settlements, infrastructure, or activities that could be affected by reservoir-related incidents. In particular the buffer zone will help to mitigate the risk of drowning by communities living around the reservoir.
4. Creating opportunities for recreational activities and tourism, such as fishing, hiking, birdwatching, and nature-based tourism. These activities can boost the local economy and provide additional benefits to nearby communities.

1.3 Objectives

The overall objective of this consultancy is to provide professional services for demarcation of a 100m buffer zone above the full supply level of the Polihali reservoir (2080masl) and install permanent markers. The specific objectives of this assignment are:

1. To conduct a comprehensive survey and mapping of the 100-meter buffer zone along the entire perimeter of the Polihali reservoir, considering the full supply level of 2080masl and the topographical characteristics of the area.
2. To demarcate the boundary of the buffer zone and install permanent markers at an elevation of 2180masl, spaced at intervals of 600 meters.
3. To identify, survey, and map all communal and individual assets that will be impacted by the buffer zone. This includes the thorough identification and documentation of asset owners.

2. DETAILED SCOPE OF SERVICE AND DELIVERABLES

The Consultant shall assign appropriate human resources, budget, and time to each of the following tasks (and sub-tasks where indicated) to undertake the Services:

Task 1 - Project Management and Contract Administration

The objective of this task is to ensure efficient project execution and effective administration of the buffer zone demarcation project around the Polihali reservoir. The following specific activities shall be undertaken:

- a) **Progress Monitoring and Management:** Regularly monitor the advancement of the buffer zone demarcation project. Track milestones and deliverables to ensure timely progress. Address any deviations from the project plan promptly.
- b) **Project Scope, Time, Cost, and Quality Management:** Define and maintain the project scope, ensuring alignment with project objectives. Manage project timelines and schedules, adhering to predefined milestones. Oversee budget allocation and expenditure to optimize cost management. Ensure the project meets predefined quality standards through regular quality checks.
- c) **Risk Management:** Identify potential risks and uncertainties that could impact project success. Develop mitigation strategies to minimize the impact of identified risks. Implement risk management measures to address unforeseen challenges.
- d) **Resource Management:** Allocate and manage project resources effectively, including personnel, equipment, and materials. Ensure resources are utilized efficiently to achieve project goals.
- e) **Contract Administration:** Manage the Consultancy Contract, ensuring compliance with terms and conditions. Monitor the fulfillment of deliverables outlined in the contract agreement. Facilitate effective communication and collaboration between the project team and the contracted entity.
- f) **Programme Development:** Develop a comprehensive programme outlining project phases, milestones, and key dates. Ensure the programme aligns with project objectives and timelines.
- g) **Stakeholder Communication and Coordination:** Establish clear communication channels with stakeholders, including the Client, regulatory authorities, and local communities. Facilitate regular updates and progress reports to keep stakeholders informed. Address stakeholder concerns and feedback to maintain positive relationships.
- h) **Documentation and Reporting:** Maintain accurate project documentation, including progress reports, and correspondence and generate comprehensive reports on project status, milestones achieved, and challenges faced.

Task 2 – Survey and mapping of the 100m buffer zone above 2080masl

The objective of this task is to conduct survey and mapping activities along the 2180.00masl contour, situated above the full supply level of the Polihali reservoir at 2080m elevation, with an accuracy level of +/- 0.6m. The coverage of the 2180masl elevation is estimated to encompass approximately +/- 300km of the perimeter. The service provider shall undertake a comprehensive survey of the entire reservoir perimeter at the 2180.00masl contour, including the placement of beacons. These beacons are to be positioned at intervals not exceeding 600m, with closer spacing where needed to ensure unobstructed visibility between consecutive beacons.

In areas characterized by cultivation and habitation, a more compact arrangement of beacons is required to distinctly delineate the buffer zone boundary. The positioning of beacons along the contour should be adjusted as necessary to prevent disruptions to the local community, taking care to avoid interference with properties, utilities, and cultivated lands whenever feasible. This adjustment should also ensure the accurate demarcation of the reservoir's perimeter.

The service provider shall prepare detailed maps showing the surveyed buffer zone, including topographical information and the full supply level.

Task 3 - Installation of Beacons

The purpose of the task is to establish a clear and accurate demarcation of the 100-meter buffer zone above the full supply level of the Polihali reservoir (2080masl). This involves the construction and installation of concrete markers (beacons) along the 2180.00masl contour at specified intervals. These markers shall serve as permanent reference points that visually and physically define the boundary of the buffer zone. In undertaking this assignment, the following shall apply:

- a) Concrete markers will be erected at intervals not exceeding 600 meters along the 2180.00masl contour.
- b) Each marker will consist of a concrete pillar with a diameter of 300mm. This pillar will rise 800mm above the ground level and will be mounted on a base with a diameter of 700mm and a thickness of 200mm. For reinforcement, a steel Y-section fencing standard measuring 1.5 meters in length will be used. In softer ground, this fencing standard will be driven at least 750mm into the ground, while in rocky ground, it will be driven until refusal. Any exposed steel will be trimmed as necessary. In rocky areas, the ground surface will be cleared to establish a solid foundation for the marker's base.
- c) The concrete used for construction shall have a minimum strength of 20MPa. The pillar of each marker will be painted white. The pillar may either be formed with removable formwork, or with lost formwork of a suitable durable material (for LHWP Phase 1A, Iscor Chromadek galvanized and painted sheeting was used as lost formwork).
- d) A unique reference number will be assigned to each marker for identification purposes. Before installing the markers in the field, a trial marker shall be constructed to the satisfaction of the Client.
- e) The service provider shall produce a schedule of all beacons installed, with reference number, setting out co-ordinates and elevation, plus plans a trial marker will be built and must meet the Client's satisfaction. The service provider has the flexibility to propose alternative construction methods, provided they ensure a minimum design life of 10 years and result in a durable, vandal-resistant structure.
- f) The service provider is required to create a schedule detailing all installed markers, complete with their reference numbers, coordinates, elevations, and corresponding locations on the reservoir plans.

Task 4: Asset Identification, Survey, and Mapping:

The purpose of the task is to comprehensively assess and document the assets located within the designated buffer zone. The following sub-tasks shall be done to achieve this objective:

- a) **Asset Identification, Survey, and Mapping:** Asset identification is required to determine the land rights and the consultant shall prepare a detailed inventory of communal and individual assets impacted by the buffer zone. The consultant shall also produce survey reports for each identified asset, including its location and condition and shall prepare maps depicting the locations of assets within the buffer zone. In addition, the service provider shall capture photographs of assets from various angles to provide visual documentation.
- b) **Asset Owner Identification and Documentation:** the consultant shall thoroughly identify and document the owners of the communal and individual assets within the buffer zone, using the LHDA Asset Registration Forms. A comprehensive record of asset owners, including contact information and legal documentation such as Form Cs or leases shall be created.
- c) **Deliverables:** the deliverable from this task shall be a well-documented list of asset owners, their contact details, and legal ownership documentation/status of each asset within the buffer zone.

3. DELIVERABLES AND PAYMENT SCHEDULE

3.1 Deliverables

All deliverables shall be submitted to the LHDA in ten (10) hard copies and in electronic form Microsoft Word format. The reports shall be considered as “drafts” upon initial receipt until accepted by the LHDA. Any concerns and comments on the reports will be provided within two (2) weeks of receipt. Reports should be prepared according to the schedule set out below.

No.	Deliverable	Timeframe (from contract start date)
1	Draft Inception Report with Analysis Framework, detailed Work-plan, and timelines	1 month
2	Final Inception Report as in 1. Above	2 months
3	Report on Survey and Mapping of the 2180masl around the Polihali reservoir and identification and survey of the assets to be impacted by 2180masl.	6 months
4	Installation of Beacons at 2180masl at 600m interval around the Polihali reservoir. Final report and map.	12 months

3.2 Cost Proposal and Payment Schedule

The Consultant shall provide a fixed price cost proposal for each task assuming a level of effort of specialists involved. Payment shall be made in accordance with the schedule below.

No.	Deliverable	Payment proportion (%)
1	Draft Inception Report with Analysis Framework, detailed Work-plan, and timelines	0%
2	Approved Inception Report as in 1. Above	15%
3	Report on Survey and Mapping of the 2180masl contour around the Polihali reservoir and identification and survey of the assets to be impacted by 2180masl.	25%
4	Installation of Beacons at 2180masl at 600m interval around the Polihali reservoir.	50%
5	Final Report and map.	10%

4. COORDINATION

The Service Provider will be required to consult with the LHDA during execution of the project through regular monthly coordination and progress meetings. A minimum of four meetings will be held following commencement of the project and the service provider is expected to undertake oral presentations on each deliverable for review by the Client before the final document is approved. The service provider is expected to coordinate with other on-going assignments within LHDA that might have influence on the project. LHDA will assign staff to work closely with the service provider and shall ensure that skills transfer is part of the assignment.

Consultation with stakeholders will be required throughout the project to ensure that objectives are met in a manner that is acceptable to all concerned. Communication with third parties shall be in accordance with the LHWP Communication Protocol. All consultant staff shall be familiar with this protocol and shall sign a confidentiality agreement. At a minimum, the Service Provider will be required to coordinate with the following entities:

- a) LHDA Environment Manager
- b) LHDA Polihali Operations Branch Manager
- c) Technical Supervisor
- d) Resettlement and Compensation Officers
- e) Local Community in accordance with the LHDA's Community Participation Strategy
- f) Local Government and District Authorities

All service provider activities shall be performed in accordance with Project policies and procedures. The service provider shall conduct regular coordination and monthly progress meetings with the LHDA and other interested parties. The service provider shall prepare and distribute the agenda one (1) week in advance, prepare draft minutes within three (3) working days and distribute after review by the LHDA. The

service provider shall document meetings with other agencies or stakeholders and provide copies of such meetings.

5. FACILITIES TO BE MADE AVAILABLE BY THE CLIENT

Specific documents to be provided include:

- a) LHDA has commissioned a Lidar aerial Survey of the reservoir area. This survey will be made available to the Consultant for reference. However, the Consultant shall confirm the location of the 2180masl contour in the field survey.
- b) LHDA will provide written confirmation of service provider's participation in the Project (e.g., letters of introduction) for the purposes of obtaining work, residence, and other permits as required by the laws of Lesotho for this consultancy assignment. While the Client may help where possible, it is solely the service provider's responsibility to comply with the laws of Lesotho.

6. FACILITIES TO BE PROVIDED BY THE CONSULTANT

All costs that may be required for execution of this project will be the responsibility of the Consultant.

The service provider shall be responsible for providing office space for its survey team and will be solely responsible for the provision of all survey equipment, personal protective equipment, office equipment, tools, computers, printers, supplies, stationery, and communications and transport that may be required for the execution of the work. Costs for the production of reports and other deliverables shall be included in the pay items for disbursements. The service provider shall also provide computers and required software for service provider's personnel.

7. TIMEFRAME

The work will be carried out over a period of twelve (12) months.

8. REFERENCE DOCUMENTS

The service provider will be allowed to access, review, and make reference to some of the technical documents that bear relevance. Apart from the reference materials listed below, the consultant may decide to include other relevant literature that would help to successfully complete this study.

List of selected documents to serve as Reference include the following.

- a) The 1986 Treaty on Lesotho Highlands Water Project,
- b) Agreement on Phase II of the Lesotho Highlands Water Project – 2011
- c) Contract LHDA 3017 – Demarcation of Polihali Reservoir
- d) LHDA Compensation Policy
- e) LHDA Resettlement Policy
- f) LHDA Community Participation Policy
- g) LHDA Policy on Investment and Development Around LHWP's Installations
- h) LHDA Livelihoods Restoration Policy
- i) Any other reports that may be found suitable while executing this contract.

9. KEY PERSONNEL AND QUALIFICATIONS REQUIRED

The service provider shall assign sufficient suitably qualified staff with adequate experience for the execution of the tasks involved. The Project Manager shall provide the project/study oversight and day-to-day planning and management of the work deliverables and shall be resident in Lesotho, for the duration of the services. Other specialists shall come for inputs at programmed times. All staff shall be proficient in the English language. Table 1 provides brief descriptions of the experience, qualifications, and duties that the Client considers will be required of the service provider 's key staff members for the team.

Table 1: List of Key Personnel and expertise required.

Personnel Required		
No	Personnel	Qualification and Experience
KEY STAFF		
1	Project Manager	<ul style="list-style-type: none"> • At least 10 years post graduate experience in survey for engineering works. • At least 5 years' experience in managing survey projects. • Must have a relevant degree and professional registration. • To be based in Lesotho for at least 25% of each month through the contract, which is • subject to review by the client if performance is unsatisfactory. • Specific Tasks to include: <ul style="list-style-type: none"> ○ Management and contract administration for this contract.
Expertise required		
No	Expertise	Qualification and Experience
2	Surveyors (Minimum 2)	<ul style="list-style-type: none"> • At least 5 years post qualification experience in survey for engineering works. • Appropriate qualification (at least B Tech or equivalent) in surveying, with professional registration. • Specific Tasks to include: <ul style="list-style-type: none"> ○ Survey of beacon locations
3	Construction Supervisors (Minimum 2)	At least 5 years' experience of construction in Southern Africa Specific Tasks to include: <ul style="list-style-type: none"> • Preparation of method statements • Supervision of beacon construction
4	Community Liaison Officer	<ul style="list-style-type: none"> • Fluent in Sesotho and English • Familiar with the Mokhotlong region and population

		<ul style="list-style-type: none"> • Specific Tasks to include: <ul style="list-style-type: none"> ○ Liaison with the local community, local officials and LHDA field staff.
SUPPORT STAFF		
5	CAD Operator	
6	Liaison staff	
7	Construction crew	
8	Drivers	

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



LESOTHO HIGHLANDS WATER PROJECT

REQUEST FOR PROPOSALS FOR

CONTRACT LHDA No. 6027A

**PROVISION OF PROFESSIONAL SERVICES FOR
DEMARCATON OF A 100M BUFFER ZONE AROUND THE POLIHALI RESERVOIR**

SECTION 4 – TECHNICAL PROPOSAL

LHDA
LHDA Tower Building
Kingsway
Maseru, Lesotho

[NOVEMBER 2023]

LESOTHO HIGHLANDS DEVELOPMENT AUTHORITY

Contract LHDA No.: 6027A

Contract Name: Request for Proposals for the Provision of Professional Services for Demarcation of a 100m Buffer Zone Around the Polihali Reservoir.

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 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 LHDA No.: 6027A

Contract Name: **Request for Proposals for the Provision of Professional Services for Demarcation of a 100m Buffer Zone Around the Polihali Reservoir.**

We have examined and understand the FIDIC Client/Consultant Model Services Agreement Conditions of Contract - 4th Edition of 2006, the Scope of Services, the Appendices thereto and the Pricing Document, all as amended by any supplemental information, for the above contract. Terms used in this Proposal that are defined in those documents have the same meaning in this Proposal. We submit with this Technical Proposal our Financial Proposal (under separate cover), which form our complete Proposal.

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

We agree that this 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 of time specified in the Data Sheet, Clause 15.1.
3. We have no conflict of interest in accordance with Clause 3 of the Instructions.
4. We meet the eligibility requirements as stated in Clause 6 of the Instructions, and we confirm our understanding of our obligation to abide by the LHWP's Anti-Corruption Policy.
 - a. We certify that this is a bona fide proposal, intended to be competitive, and that we have not fixed or adjusted the amount of the proposal by, under, or in accordance with any agreement or arrangement with any other person.
 - b. We also certify and warrant that we have not committed, and undertake that we will not commit at any time before the date fixed for submission of proposals, any of the following acts:
 - i. Communicating to any person other than the person calling for this proposal the amount or approximate amount of the proposal;
 - ii. Entering into any arrangement with any person that he shall refrain from proposing, or as to the amount of any proposal to be submitted;
 - iii. Paying or giving or offering or agreeing to pay or give any sum of money or valuable consideration directly or indirectly or through an

intermediary agency to any person for doing or having done or causing to be done in relation to any other proposal or proposed proposal for the Services any act or thing of the sort described above.

5. In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the Kingdom of Lesotho.
6. Except as stated in the Data Sheet, Clause 15.1, we undertake to negotiate a Contract on the basis of the proposed 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 negotiations.
7. Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

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

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

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

(IF CONSULTANT IS A CORPORATION)

Signed by:

(name)

(signature)

(title)

Authorized signatory, under Board Resolution dated _____

(Attach certified copy of Board Resolution)

(IF CONSULTANT IS A PARTNERSHIP OR JOINT VENTURE)

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

JOINT VENTURE MEMBER 1

Signed by:

(name)

(signature)

(title)

Authorized signatory, under Board Resolution dated _____

(Attach certified copy of Board Resolution)

JOINT VENTURE MEMBER 2

Signed by:

(name)

(signature)

(title)

Authorized signatory, under Board Resolution dated _____

(Attach certified copy of Board Resolution)

JOINT VENTURE MEMBER 3

Signed by:

(name)

(signature)

(title)

Authorized signatory, under Board Resolution dated _____

(Attach certified copy of Board Resolution)

JOINT VENTURE MEMBER 4

Signed by:

(name)

(signature)

(title)

Authorized signatory, under Board Resolution dated _____

(Attach certified copy of Board Resolution)

SECTION 4B – CONSULTANT’S ORGANIZATION AND EXPERIENCE

Contract LHDA No.: 6027A

Contract Name: Request for Proposals for the Provision of Professional Services for Demarcation of a 100m Buffer Zone Around the Polihali Reservoir.

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. The manner in which 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 successfully 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. References 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 individual 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.

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 submission is made as a JV, include only one person to be contacted in reference to this Proposal)*
7. **Company Organization:** *(attach chart if required)*

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

9. **Associations**

10. **Staff:** *Indicate total number of staff including principals, professionals, and support staff. Professionals should be categorized by discipline (e.g. [Project Manager, Environmentalist, Tourism Specialist] 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)
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 LHDA No.: 6027A

Contract Name: Request for Proposals for the Provision of Professional Services for Demarcation of a 100 m Buffer Zone Around the Polihali Reservoir.

Provide a description of 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 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, and 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 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)
[Insert description of 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. Consultant must include Support Staff included in Paragraph 11.2 and may propose others as deemed necessary to for the services to be provided.
2. Stages and tasks shall be only as included as listed in Paragraph 5 of Section 3. Proposal may include additional sub-tasks, as required.
3. Labour (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 LHDA No.: 6027A

Contract Name: Request for Proposals for the Provision of Professional Services for Demarcation of a 100m Buffer Zone Around the Polihali Reservoir.

Provide a resource-loaded programme 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 programme 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 programme shall use critical path method (CPM) logic and shall show all tasks and sub-tasks; activities within the sub-task; 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 course of the Services.

SECTION 4F – TEAM COMPOSITION AND KEY STAFF INPUTS

Contract LHDA No.: - 6027A

Contract Name: Request for Proposals for the Provision of Professional Services for Demarcation of a 100m Buffer Zone Around the Polihali Reservoir.

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 the 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 in excess of those estimated for any position, without the Client's prior approval.*

SECTION 4G- CV FORMAT

Curriculum Vitae

1. Name of Expert:
2. Proposed Position:
3. Company/Consortium:
4. Gender:
5. Nationality:
6. Date of Birth:
7. Education

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

8. Professional Registration

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

9. Other Training

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

10. Countries of Work Experience

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

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

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

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

Dates: start/end

Employer:

Position Held:

Location of Position:

Responsibilities:

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

14. Relevant Experience *List job functions that best illustrate 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:

15. 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 commence work on this project, from _____ .

Name of Candidate

Signature

Date

Notes:

- 1) Each CV must include the original signature of the proposed candidate.*
- 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 LHDA No.: 6027A

Contract Name: Request for Proposals for the Provision of Professional Services for
Demarcation of a 100m Buffer Zone Around the Polihali Reservoir.

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.

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LESOTHO HIGHLANDS WATER PROJECT
THE LESOTHO HIGHLANDS DEVELOPMENT AUTHORITY**



LESOTHO HIGHLANDS WATER PROJECT

REQUEST FOR PROPOSALS FOR

CONTRACT LHDA No. 6027A

**PROVISION OF PROFESSIONAL SERVICES FOR
DEMARCATON OF A 100M BUFFER ZONE AROUND THE POLIHALI RESERVOIR**

SECTION 5 – FINANCIAL PROPOSAL

LHDA
LHDA Tower Building
Kingsway
Maseru, Lesotho

[NOVEMBER 2023]

LESOTHO HIGHLANDS DEVELOPMENT AUTHORITY

Contract LHDA No.: 6027A

Contract Name: Request for Proposals for the Provision of Professional Services for Demarcation of a 100m Buffer Zone Around the Polihali Reservoir.

Checklist for RFP Completeness – Financial Proposal

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

3	RF P	4	Section	5	Description	6	Included	7	(Y/NA)?
8	5A	9		9	Financial Proposal Submission Form		10		
11	5A	12		12	Summary of Company Shareholding		13		
14	5B	15		15	Summary of Financial Proposal		16		
17	5C	18		18	Breakdown of Financial Remuneration for Professional Fees		19		
20	5D	21		21	Breakdown of Financial Remuneration for Reimbursable Expenses		22		
23	5E	24		24	Breakdown of Financial Remuneration for Field Investigations		25		
26	5F	27		27	Information Required on Black Economic Empowerment		28		

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

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

SECTION 5A – FINANCIAL PROPOSAL SUBMISSION FORM

Contract LHDA No.: 6027A

Contract Name: Request for Proposals for the Provision of Professional Services for Demarcation of a 100 m Buffer Zone Around the Polihali Reservoir.

We, the undersigned, offer to provide the consulting services for Contract LHDA No. 6027A in accordance with 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 in accordance with the Contract.

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

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

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

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

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

Authorized Representative:

(name and title of signatory)

(signature)

In the capacity
of: _____

Address: _____

Email: _____

Notes:

- 1. Attach summary of company shareholding for each firm, indicating 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.*
- 3. Consultants originating in or having consortium members based in the Republic of South Africa shall also submit BEE Accreditation Certificates, failing which, points may be deducted during the tender evaluation process.*

SECTION 5B – SUMMARY OF FINANCIAL PROPOSAL

Description	Section	Page	Total Cost (Maloti)
1. Financial Remuneration for Professional Fees			
Key Staff	5C		
Support Staff	5C		
<i>SUBTOTAL</i>			
<i>VAT (@15%)</i>			
TOTAL FOR PROFESSIONAL FEES			
2. Financial Remuneration for Reimbursable Expenses			
	5D		
	5E		
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
			[Tos k 1]	[Tos k 2]	[Tos k 3]	[Tos k 4]	[Tos k 5]	[Tos k 6]	[Tos k 7]	[Tos 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:

1. Labour input to be provided using the following assumptions:
 - 1 month = 173.33 billable hours
 - 1 week = 5 days
 - 1 day = 8 billable hours
2. 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:

- a. 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).

PART I – FINANCIAL REMUNERATION FOR REIMBURSABLE EXPENSES

Type of Reimbursable Expense	Unit	Unit Cost (Maloti)	Quantity	Total Cost
Air travel - International <i>(economy class return flights shall be paid at actual cost)</i>	Round-trip ticket			
Air travel - Regional <i>(economy class return flights shall be paid at actual cost)</i>	Round-trip ticket			
Per diem allowance in Lesotho	Day			
Vehicles	KM			
Living Allowances				
Key Staff	Month			
Support Staff	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 purpose of the Services	Month			
Drafting and reproduction of reports	Lump Sum			
TOTAL COSTS FOR REIMBURSABLE EXPENSES				

Notes:

1. *Reimbursement for airfare and per diem allowances must be approved before travel.*
2. *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.*

3. *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.*
4. *Costs for material testing laboratory shall include laboratory and field testing equipment and consumables.*

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LESOTHO HIGHLANDS WATER PROJECT

REQUEST FOR PROPOSALS FOR

CONTRACT LHDA No. 6027A

**PROVISION OF PROFESSIONAL SERVICES FOR
DEMARCATON OF A 100M BUFFER ZONE AROUND THE POLIHALI RESERVOIR**

SECTION 6 – LHWP ANTI-CORRUPTION POLICY

LHDA
LHDA Tower Building
Kingsway
Maseru, Lesotho

July 2022



LESOTHO HIGHLANDS DEVELOPMENT AUTHORITY

(“LHDA”)

LHWP ANTI-CORRUPTION POLICY

LHWP ANTI-CORRUPTION POLICY - 2019

Adopted by the Lesotho Highlands Water Commission in April 2019

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

Definitions:

2. In this Policy:
 - 2.1. the Lesotho Highlands Water Project will be referred to as the Project and includes Phases IA, IB and II thereof;
 - 2.2. the Project Authority includes the Lesotho Highlands Water Commission (“the LHWC”) and the Lesotho Highlands Development Authority (“the LHDA”);
 - 2.3. employees of the Project Authority include employees and board members of the LHDA and employees of and delegates to the LHWC;
 - 2.4. in the context of this Policy, an agent is not a *bona fide* business, practice or individual which provides facilitation services to consultants and contractors for the purposes of registration with government authorities and for obtaining the necessary licenses, permits and clearances to practise 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 by reason of the insidious nature of corruption, the full extent of the corruption in connection with these Phases is not known, nor is the identity of each and every entity or individual involved.
5. In the light of these experiences the Phase II Agreement provides in Article 16 for the development and adoption of an Anti-Corruption Policy for the Project.

Principles:

6. All persons or entities involved in the Project must observe the highest standards of compliance and ethics. The Project Authority shall take all appropriate measures to combat corruption in all its forms.

7. All contracting parties or entities, and persons otherwise involved in the Project, shall take all appropriate measures to prevent and combat corruption and to refrain from engaging in corruption in connection with their involvement in the Project.

Application of Policy:

8. The provisions of this Policy shall apply to all contractors and consultants involved in the Project, including the pre-qualification of bidders and tenderers (where applicable), the evaluation of bids and tenders and the award of contracts.

9. Henceforth every contract entered into under the Project shall provide for the incorporation of this Policy into such contract.

10. The provisions of this Policy shall apply to the employment and the conduct of employees of the Project Authority.

11. The provisions of this Policy shall apply to recipients of compensation in terms of the Project.

12. For the purposes of this Policy corruption shall include the following:
 - 12.1. A “corrupt practice”, such being the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of any person or entity in connection with the Project.

 - 12.2. A “fraudulent practice”, such being any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, any person or entity in connection with the Project, to obtain a financial or other benefit or to avoid an obligation.

 - 12.3. A “collusive practice”, such being an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of any person or entity in connection with the Project. Such practices may include:

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

Participation in Contracts:

- 13. Where a contractor or consultant, or any employee or former employee of such contractor or consultant, or any individual, was previously involved or implicated in corruption, such contractor, consultant or individual may be excluded from any involvement in the Project. Such exclusion will be at the sole discretion of the Project Authority based on a reasonable assessment of all the facts at its disposal.
- 14. Any contract awarded in relation to the Project will commit the contractor, consultant or individual concerned not to involve itself or himself/herself in corruption, whether relating to the specific contract or not, concerning any employee of the Project Authority or any other entity or person having an interest in the Project.

15. The Project Authority in dealing with the pre-qualification of bidders and tenderers, the evaluation of bids and tenders, as well as the award of contracts, will have regard to the use of agents by contractors or consultants, both in the procurement or execution of previous contracts as well as their intended involvement in the Project. Here the Project Authority will be entitled to assume, unless shown otherwise, that such use or intended use of agents involved or will involve corruption.

Confidential Business Information/Client Privilege

16. Confidential Business Information (CBI) shall include all forms of client privilege information pertaining to fees, cost estimates, engineering design, specifications, method statements, reports, prototypes, bid and tender evaluation reports, etc. All CBI shall be protected by signed declarations by all individuals engaged on the Project or contracted to the Project Authority for purposes of carrying out consultancy services related to the implementation of LHWP. Such declarations shall take the form of Non-Disclosure Agreements (NDA), which will be signed by the other party and retained by the Project Authority.

Specific Obligations of Prospective Contractors and Consultants:

17. Every prospective contractor or consultant shall at the earliest opportunity in any bid or tendering process disclose to the Project Authority any prior involvement by it or any of its current or former employees in corruption.
18. Every prospective contractor or consultant shall disclose both its past and present use of agents in the procurement or execution of contracts and such disclosure will specifically include the contractual arrangement with such agent including the basis upon which such agent was or will be remunerated.
19. Every prospective contractor or consultant shall at the earliest opportunity in the bidding or tendering processes or at any point during the execution of a contract, disclose to the Project Authority any conflict or potential conflict of interest, whether personal or corporate, whether real or perceived, including but not limited to any employee of the Project having an interest, financial or otherwise, in the contractor or consultant or such contractor's or consultant's proposed involvement in the Project.
20. All contractors and consultants, as well as their employees and agents, as well as employees of the Project Authority, involved in the Project, shall commit themselves to taking all appropriate measures to prevent corruption and shall immediately report to the Project Authority any corruption that comes to their attention, and any failure to so report shall be deemed to constitute corruption.

21. The Project Authority shall do everything in its power to protect the identity of employees who act in terms of their aforesaid obligation to report instances of corruption. In addition, the Project Authority shall seek to ensure that such employees are not victimised or otherwise discriminated against as a result of their so reporting.
22. The Project Authority has implemented a “whistle-blower” policy which shall be available for anonymous reporting of corruption or perceived corruption to ensure early warning and reaction by the Authority. All reports shall be treated as confidential and will provide protection/asylum to any party making a disclosure. The reports from the hotline number go to an independent hotline service provider. After a preliminary investigation, they report to the Chief Executive (CE) if the matter does not involve the CE otherwise the case is reported to the Audit and Risk Chairperson for further investigation.
23. All contractors and consultants, as well as their employees and agents, as well as employees of the Project Authority, involved in the Project, shall, if called upon to do so, fully co-operate with the Project Authority and/or the Lesotho Director of Public Prosecutions or any person designated by him, in any investigation into allegations of corruption, whether against them or their employee or agent, or against any other entity or person.

Sanctions:

24. In addition to any contractual rights in terms of specific contracts, the Project Authority shall have the right to cancel any contract under the Project in the event that the award of such contract or its execution is shown to have involved corruption. The Project Authority shall be entitled to exercise this right once it is reasonably satisfied on the information at its disposal that such corruption has indeed occurred. It will not however exercise such right without giving the contracting party involved a reasonable opportunity to refute any allegation or evidence of corruption levelled against it.
25. Any breach of this Policy by an employee of the Project Authority shall be deemed a material breach of his or her conditions of employment.
26. Compliance with this Policy through early disclosure will not necessarily result in punitive action or disqualification but will be subject to the ruling and determination of the Project Authority’s Conflict of Interest Committee or legal counsel.
27. Determination of a Conflict of Interest rests with the Project Authority and not with

the respondent.

Investigation and Access to Information:

28. The Project Authority shall have the right, in the event of allegations of corruption against any contractor or consultant, or any of their employees, former employees or agents, as well as employees of the Project Authority, to investigate such allegations, and such right shall include the right of access to the said entity or person's records and/or other evidential material which in the opinion of the Project Authority may be relevant to such investigation.
29. The entity or person referred to in paragraph 28 shall be obliged to fully co-operate with any such investigation and shall make available to the Project Authority any records or other evidential material as the Project Authority may require for purposes of such investigation.
30. The investigation referred to in paragraphs 28 and 29 shall be conducted by independent investigators appointed by the LHDA Board or the LHWC.

Ethics, Training and Compliance:

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

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



LESOTHO HIGHLANDS WATER PROJECT

**REQUEST FOR PROPOSALS FOR
CONTRACT LHDA No. 6027A**

**PROVISION OF PROFESSIONAL SERVICES FOR
DEMARCATON OF A 100M BUFFER ZONE AROUND THE POLIHALI
RESERVOIR**

SECTION 7 – EVALUATION CRITERIA

LHDA
LHDA Tower Building
Kingsway
Maseru, Lesotho

[NOVEMBER 2023]

Proposals compliant with the requirements for submissions described above will be evaluated by procedures that take into account the technical and financial considerations as detailed below.

	CRITERION	POINTS
1	Tender Presentation	
	Proposal that is clear, complete and conforms with the instructions to tenderers	5
2	Organisation and Experience	
2.1	Organisation experience Experience in implementation of projects of similar scope and size Role in these projects - lead consultant or subcontractor Value portion in these projects Experience in Lesotho	15
2.2	References Minimum of three (3) references, Contactable clients' details Project details - scope and price	5
3	Approach and Methodology	
3.1	Technical Approach and Methodology Proposal that demonstrates a clear understanding of the project requirements, draws attention to the issues related to the assignment, raises important issues that have not been considered in Section 3, and provides means of solving all issues by using advanced and innovative measures will be awarded maximum points	15
3.2	Project Organisation Proposal that includes a complete and detailed organisation chart and staffing schedule, a balanced in country staffing arrangement with sufficient home office support, and clear definitions of the duties and responsibilities of the entire project team will be awarded maximum points.	10
3.3	Work Breakdown structure Proposals that includes sufficient numbers of suitably qualified personnel for the proposed tasks and include all the tasks required to complete the assignment will be awarded maximum points.	10

	CRITERION	POINTS
3.4	Team composition: Specialist/Expertise <ul style="list-style-type: none"> • Project Manager (10 points) • Surveyors (8 points) • Construction Supervisor (7 points) • Community Liaison Officer (5) 	30
3.5	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. Proposal that includes a well-developed programme and that includes measures for expediting completion of the work will be awarded maximum points.	10
	Total	100

7.1. TECHNICAL PROPOSAL EVALUATION

Technical Proposals will be opened first and evaluated on the basis of the criteria, given above.

Proposals which obtain Technical Scores of less than 70% will be excluded from further consideration 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 the Criterion for Technical Evaluation given above.

The Technical Score shall account for [65%] of the Combined Evaluation Score.

7.2. MARGIN OF PREFERENCE

In keeping with the Procurement Policy for the Lesotho Highlands Water Project, an objective of which is to encourage socio economic change in the region, the LHDA will apply a margin of preference to benefit service providers from the implementing countries (Lesotho and South Africa).

The margin to be applied for this contract will comprise [5%] of the total evaluation score, and will be calculated as follows:

A. Local Registration– Maximum 10 points

i. Lesotho Registration: proportion of joint venture share assigned to Lesotho registered firms, as defined in Article 1 of the Phase II Agreement as a Lesotho National.

- a. $\geq 20\%$ JV share by Lesotho national firms –5 points
- b. $\geq 15\%$ and $<20\%$ JV share by Lesotho national firms –4 points
- c. $\geq 10\%$ and $<15\%$ JV share by Lesotho national firms –3 points
- d. $<10\%$ JV share by Lesotho national firms – 0 points

ii. South African Registration: for firms based in the Republic of South Africa, points under the ownership preference will be based on accreditation under Broad-Based Black Economic Empowerment Act (using the weighted average level of certification for the JV if multiple RSA-based firms, proportional to the JV contribution of each firm).

Points to be awarded as follows:

B-BBEE Status Level	Point Allocation
1	5.0
2	4.5
3	4.0
4	2.5
5	2.0
6	1.5
7	1.0
8	0.5

B. Participation of Lesotho Nationals in Key Positions based on percentage of total staff fee for Key Positions proposed in Section 4D (S_B)– Maximum 7 points

- i. $\geq 70\%$ of labour input by Lesotho Nationals – 7 points
- ii. $\geq 50\%$ and $<70\%$ of labour input by Lesotho Nationals – 5 points
- iii. $\geq 30\%$ and $<50\%$ of labour input by Lesotho Nationals – 3 points
- iv. $\geq 10\%$ and $<30\%$ of labour input by Lesotho Nationals – 1 point
- v. $<10\%$ of labour input by Lesotho Nationals – 0 points

C. Participation by RSA Black Individuals in Key Positions based on percentage of total staff fee for Key Positions proposed in Section 4D (S_{BI})– Maximum 5 points

- vi. $\geq 70\%$ of labour input by RSA Black Individual – 5 points
- vii. $\geq 50\%$ and $<70\%$ of labour input by RSA Black Individual – 3 points
- viii. $\geq 30\%$ and $<50\%$ of labour input by RSA Black Individual – 2 points
- ix. $\geq 10\%$ and $<30\%$ of labour input by RSA Black Individual – 1 points
- x. $<10\%$ of labour input by RSA Black Individual – 0 points

D. Participation of qualified women in Key Positions (S_w) – 2 points

E. Proposed Goals for Local Participation (S_L) will be calculated as a percentage by fee value of work to be performed by Lesotho Nationals. Points will be awarded as follows:

Proposed Goal for Local Participation (%)	Point Allocation
70-100	5.0
65-69	4.0
60-64	3.0
55-59	2.0
50-54	1.0
<50	0

The total preference to be applied will be computed as follows:

$$P_s = \frac{(S_o + S_B + S_{BI} + S_W + S_L)}{29} \times 100$$

Where:

P_s = Total margin of preference to be applied

S_o = Score for Local Registration

S_B = Score for Participation of Lesotho Nationals in Key Positions

S_{BI} = Score of Participation of RSA Black Individuals in Key Position

S_W = Score for Women in Key Positions

S_L = Score for Local Participation

7.3. FINANCIAL PROPOSAL EVALUATION

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:

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

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

Where,

P_o = Lowest Price

P = Price of the company being evaluated

F_s = Financial proposal score of company being evaluated.

- c) The price shall include all costs of the total assignment. Failure to do so may cause rejection of the proposal.
- d) Financial proposals associated with technical proposals that obtain technical evaluation scores of less than 70 marks shall be returned unopened to the Tenderer.

7.4. COMBINED EVALUATION SCORE

The Combined Evaluation Score will be made up of the marks for the technical proposal accounting for [65%], the margin of preference accounting for [5%] and the marks for the financial proposal accounting for [30%] of the final evaluation score.

Pursuant to the above, the final weighted score or Combine Evaluation Score, will be computed as follows:

$$C_s = xx(T_s) + yy(P_s) + zz(F_s)$$

Where: **C_s** = Combined Evaluation Score
xx = Percentage Weighting of the Technical Score
T_s = Technical Evaluation Score
yy = Percentage Weighting of the Preference Score
P_s = Margin of Preference Score
zz = Percentage Weighting of the Financial Score
F_s = Financial Evaluation Score

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 Bidder during the evaluation process.

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

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