



Lesotho Highlands Development Authority

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REQUEST FOR QUOTATION

ANALYTICAL SERVICE FOR THE LESOTHO HIGHLANDS WATER PROJECT WATER SAMPLES (LHDA CONTRACT NO. 1404)

RE-ADVERTISEMENT

THE LESOTHO HIGHLANDS DEVELOPMENT AUTHORITY INVITES QUOTATIONS FROM ELIGIBLE LABORATORIES TO PROVIDE ANALYTICAL SERVICES FOR THE LESOTHO HIGHLANDS WATER PROJECT WATER SAMPLES.

TENDER DOCUMENTS ARE AVAILABLE FOR COLLECTION AT LESOTHO HIGHLANDS DEVELOPMENT AUTHORITY, PROCUREMENT OFFICE, 7TH FLOOR, LESOTHO BANK TOWER, KINGSWAY; MASERU AT A FEE OF M1000.00 OR CAN BE DOWNLOADED AT www.lhda.org.ls.

DEADLINE FOR SUBMISSION: 12H00 ON TUESDAY, 15TH SEPTEMBER 2026

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



LESOTHO HIGHLANDS WATER PROJECT

REQUEST FOR QUOTATION

FOR

**CONTRACT LHDA NO. 1404
PROVISION OF PROFESSIONAL SERVICES FOR
ANALYTICAL SERVICE PROVIDER FOR LHWP WATER SAMPLES**

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

August 2026

TABLE OF CONTENTS

Contents

1. BACKGROUND	2
2. OBJECTIVE OF ASSIGNMENT	2
3. CONTRACT CONDITIONS	3
4. GENERAL SCOPE OF SERVICES	3
4.1 Cost of analysis.....	4
4.2 Method statement and related instrumentation.....	4
4.3 Accreditation status, laboratory identity and experience.....	4
4.4 Submission of laboratory analysis reports	4
5. DELIVERABLES	5
6. OTHER REQUIREMENTS	5
6.1 LHWP Anti-Corruption Policy.....	5
6.2 Tax Requirements.....	5
6.3 Timeframe	5
6.4 Laboratory Experience	5
7. SELECTION CRITERIA	5
7.1 Determination of administrative compliance and eligibility.....	5
7.2 Technical and Cost Evaluation of Quotation.....	6
8. CLARIFICATIONS	8
9. CLOSING DATE FOR SUBMISSION	8
ATTACHMENT 1: ROUTINE PARAMETERS, DETECTION LIMITS (DL) AND METHODS ACCREDITATION STATUS (MAS)	
ANNEXURE 1: LHWP ANTI-CORRUPTION POLICY	
ANNEXURE 2: TAX REQUIREMENTS	

List of Tables

Table 1: Routine Parameters	3
Table 2: Checklist for administrative completeness.....	6
Table 3: Selection Criteria	7

1. BACKGROUND

The Lesotho Highlands Water Project (LHWP) is a multi-phased project undertaken by the Governments of the Kingdom of Lesotho and of the Republic of South Africa, in accordance with the LHWP Treaty of 1986. The project entails harnessing water of the rivers in the Lesotho highlands through construction of a series of dams for the mutual benefit of the two countries.

The Lesotho Highlands Development Authority (LHDA) Order No. 23 of 1986 establishes the LHDA as a statutory body in accordance with the provisions of the Treaty. Both the Treaty and the Order mandates the LHDA to ensure appropriate management of natural resources within the LHWP catchments. In particular, Articles 6 (15) of the LHWP Treaty mandates the LHDA to provide information regarding all operational aspects of the project and Articles 7 (22) and 15 mandates the LHDA to effect all measures necessary to prevent pollution of the water to be delivered to South Africa and pollution caused by the adverse effects of the implementation of the Project.

To safeguard water quality, the LHDA has established standards and regulations for the quality of water in the LHWP dams and inflow rivers, and it is responsible for providing assurance of the quality of the water. By understanding the status of water quality and adhering to these standards, potential pollution can be identified, and preventive measures be implemented to ensure the sustainability of our water delivery.

The LHWP water quality monitoring program entails in-house water sampling from the LHWP catchments which are Katse, Mohale, Muela and Polihali, and areas associated with socio-economic projects implemented within LHWP area and all potential sources of pollution identified in the LHWP area. The scope of parameters for water quality assessment includes nutrients, heavy metals, cations, anions, microbiological and physical parameters. In addition, water samples may be taken from specific areas in the catchment on an ad hoc basis, following identified need.

LHDA undertakes quarterly water quality monitoring and submits water samples for laboratory analysis in January, April, July and October. Laboratory analytical services are not available in-house; therefore, the services are outsourced. In general, each quarterly laboratory submission comprises eighty-three (83) water samples, in addition, an estimated six (6) ad hoc samples. **The LHDA therefore seeks to procure professional services of an accredited laboratory to provide water quality analytical services for samples collected from the LHWP catchment areas.**

2. OBJECTIVE OF ASSIGNMENT

The overall objective of the assignment is to identify and engage a South African National Accreditation System (SANAS) - accredited laboratory that complies with ISO 17025:2017 requirements to provide water quality analytical services to LHDA in a competent and cost-effective manner.

The specific objectives are to engage a laboratory that meets the following criteria:

- a. Reachable/accessible to enable sampling, delivery, and analysis of unpreserved

samples within 24 hours.

- b. Provide analytical services cost effectively.
- c. Provide a wide scope of analysis that covers parameters beyond those listed in Table 1, including provision for ad-hoc sampling requirements.
- d. Offer the lowest possible detection limits for analysis of water quality parameters.
- e. Provide the shortest turn-around time from the date of receipt of samples.
- f. Produce and record laboratory results through procedures that ensure the highest level of accuracy, precision and specificity.
- g. Indicate commitment to maintaining its accreditation throughout the duration of the contract.

3. CONTRACT CONDITIONS

The conditions of contract governing this assignment shall be set out in a Services Level Agreement (SLA), which will establish operational arrangements between the laboratory and the LHDA. The SLA shall also serve as a legally binding agreement between LHDA and the appointed laboratory for the duration of the contract. The successful service provider shall be expected to ensure that the LHDA water sampling process is undertaken in accordance with the requirements to maintain integrity of the water analysis results. To achieve this, the bidder shall, at own cost, accompany the LHDA monitoring team during at least one sampling session in the field to observe and verify the sampling procedures, and recommend rectification where necessary. The successful bidder must also be willing to host the LHDA for a tour of the laboratory prior to commencement of the services to verify its location, and observation of at least one analysis method.

4. GENERAL SCOPE OF SERVICES

- The laboratory shall undertake analysis of the water quality samples based on the LHDA analysis request, which will detail parameters to be tested per sampling bottle. The list of parameters is shown in Table 1.

Table 1: Routine Parameters

Physical mg/l	Nutrient mg/l		Cation mg/l	Anion mg/l		Biological	Heavy metal mg/l	
TSS	NO ₂	NH ₄	Al	S	SO ₄	FC/100ml	Cd	Fe
Turbidity	NO ₃	TKN	B	Si	Cl	Chlo-a µg/l	Hg	V
Total Hardness	PO ₄		Ca	TDS	Alk	<i>E coli</i> count/100ml	Pb	Zn
	TP		Na	SiO ₂	TOC	Total Coliform	As	Mn
			K	Br	COD		Cr	Co
			Mg	F	DOC		Cu	Ni

- Ad hoc water samples may require analysis of parameters beyond those listed in Table 1. Therefore, the laboratory must indicate/state all parameters covered within its scope of analysis.
- In addition to meeting the required scope of parameters, the incumbent laboratory must

fulfill/satisfy the requirements listed below, which will form the basis of the selection criteria.

4.1 Cost of analysis

- a. The laboratory is required to provide the cost of analysis for each parameter tested.
- b. Where the laboratory offers package analysis at a single cost, specify the cost of the package analysis together with the parameters included in the package.
- c. Provide the cost for analysis of parameters not included in the routine list, but which may be required on an ad hoc basis.

4.2 Method statement and related instrumentation

- a. Provide method statement and related instrumentation for all proposed parameters analysis.
- b. Indicate both the lowest and the highest detection limits for all parameters to eliminate the need for frequent out-sourcing of some of LHDA analytical requirements.
- c. Indicate the turn-around time for submission of laboratory reports from the date of receipt of samples.

4.3 Accreditation status, laboratory identity and experience

- a. Demonstrate the laboratory's accreditation status (state when it was acquired and when it expires) and commitment to maintaining such accreditation throughout the duration of the contract.
- b. Specify all parameters for which the laboratory is not accredited for testing (methods accreditation status), for which the laboratory will potentially outsource.
- c. Provide the identity of the lab, and address must be reachable, as a result, stating the SANAS Laboratory number (Registration number) and physical address is required for vetting.
- d. Long-term experience is required to determine competency of the laboratory in analytical spheres, therefore, indicating the period the laboratory has been operating is also required.
- e. Provide at least two (2) client references for assignments of a similar scope.

4.4 Submission of laboratory analysis reports

The laboratory analysis reports should be submitted to LHDA in two formats; Excel and PDF and submission must be done within agreed timelines/turnaround time. The laboratory report must include but not be limited to:

- a. Parameters analyzed, their units of measure and their values, which should match the analysis request submitted by LHDA.
- b. Sample description that includes site name, site code and date of sampling as indicated on the stickers/labels on the bottles which should also match the submitted analysis request for each water sample.
- c. The signature of the Laboratory Manager, the laboratory logo, the date the water samples were received, and the date of analysis should be reflected in the laboratory

report.

- d. The laboratory report must indicate laboratory contact details that include the email address, telephone/cellular number, and physical address.

5. DELIVERABLES

The deliverables shall be the laboratory report/analysis results which will be in two formats; the Excel and PDF formats.

6. OTHER REQUIREMENTS

6.1 LHWP Anti-Corruption Policy

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

6.2 Tax Requirements

The laboratory will be required to comply with the provisions of the Tax Requirements, as given in **Annexure 2**. Valid Tax Clearances are to be provided as part of the Laboratory Proposal, to ensure the firm's compliance to Lesotho Tax Laws and tax requirements. The laboratory registration certificate should also be attached.

6.3 Timeframe

The project duration shall be three (3) years, renewable based on LHDA's needs and performance of the laboratory.

6.4 Laboratory Experience

The proposal responding to this Request for Quotation should include details of experience in water testing assignments of a similar scope. Two client references for assignments which have taken place in the last 5 years should be provided. Bidders are required to submit CVs of two (2) key laboratory personnel (Laboratory Manager and Quality Manager).

7. SELECTION CRITERIA

This Section presents the criteria that shall be used to evaluate quotations.

The quotations shall be evaluated in two stages as follows:

- Stage 1 – Determination of Administrative Compliance and Eligibility
- Stage 2 – Technical and Cost Evaluation of Quotation

7.1 Determination of administrative compliance and eligibility

Each criterion for administrative compliance shall be assessed on a **Yes/No** basis. Major omissions will constitute a disqualification. Where appropriate, minor omissions may be addressed via a request for clarification. Tenderers shall satisfy the minimum requirements as specified in Table 2Table 1:

Table 2: Checklist for administrative completeness

Requirement	Section	Y/N	Instructions
Valid Accreditation Certificate	2		If no, bid shall be disqualified.
SANAS Laboratory Number (Registration Number)	4.3		If no, bid shall be disqualified.
Physical Address	4.3		If no, request clarification from Bidder. If not satisfactorily resolved, bid shall be disqualified
Valid Tax Clearances	6.2		If no, request clarification from Bidder. If not satisfactorily resolved, bid shall be disqualified
Availability to present the proposal must be indicated	7		If no, request clarification from Bidder. If not satisfactorily resolved, bid shall be disqualified
Willingness to enter a 3-years SLA with LHDA where operational arrangements and conditions of the contract will be established.	3		If no, request clarification from Bidder. If not satisfactorily resolved, bid shall be disqualified
Willingness to host the LHDA team for a tour of the laboratory prior to commencement of the services to verify its location and observe at least one analysis method.	3		If no, request clarification from Bidder. If not satisfactorily resolved, bid shall be disqualified
Willingness to undertake at least one water quality sampling session in the field at own cost with LHDA personnel.	3		If no, request clarification from Bidder. If not satisfactorily resolved, bid shall be disqualified

7.2 Technical and Cost Evaluation of Quotation

Evaluation and selection shall be based on reachability, scope of parameters tests, lowest detection limits, shortest turn-around time, procedures with the highest level of accuracy, precision and specificity, experience and cost effectiveness (Table 3) and an overall pass mark of 75% and above. Post the **evaluation, it should be noted that the preferred Laboratory will be required to make a presentation of their proposal.**

The technical evaluation score for the quotation shall account for [90%] of the combined evaluation score. The score for cost shall account for [10%] of the combined evaluation score. The score of the cost of the quotation will be evaluated based on the following procedure:

- The lowest priced quotation will score Maximum points [10%].
- For the remainder, the % cost scores will be calculated using the following formula:

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

Where,

P₀ = Lowest priced quotation

P = Price of the company being evaluated

F_s = % Cost score of the company being evaluated.

The Combined Evaluation Score will be made up of the marks for the technical evaluation accounting for [90%], and the marks for the cost accounting for [10%] of the final evaluation score.

Pursuant to the above, the final Combined Evaluation Score, will be computed as follows:

$$C_s = xxT_s) + zz(F_s)$$

Where: CS = Combined Evaluation Score
xx = Percentage Weighting of the Technical Score i.e. [90%].
TS = Technical Evaluation Score
zz = Percentage Weighting of the Financial Score
FS = Financial Evaluation Score

Table 3: Selection Criteria

#	EVALUATION CRITERIA		SCORE
1.	Method statement and related instrumentation for all proposed analysis		Max 10
	Indicate a clear understanding of the assignment requirements and the method and instrumentation used for a range of testing parameters. Points will be allocated based on accreditation of the analysis methods and the criterion below.		
	Criterion	Points	
	≥90% accredited analysis methods	10	
	≥80% accredited analysis methods	8	
	≥70% accredited analysis methods	6	
	≥60% accredited analysis methods	4	
2.	Organization Experience and References		Max 10
	Demonstrate experience in handling water samples testing for similar scope as LHDA parameters (Table 1) and sample size (LHDA comprises a quarterly laboratory submission of eighty-three (83) water samples. (6 points) Provision of at least two (2) Client References for assignments of a similar scope is required. (2 points for each reference)		
3.	Scope of Parameters and Detection limits		
	3.1 LHDA routine parameters provided in Table 1.	Criterion	Points
		Cover 100% LHDA Routine Parameters Scope	20
		Cover ≥90% LHDA Routine Parameters Scope	18
		Cover ≥80% LHDA Routine Parameters Scope	16
		Cover ≥70% LHDA Routine Parameters Scope	14
		Cover ≥60% LHDA Routine Parameters Scope	12
		<60% LHDA Routine Parameters Scope	0
	3.2 LHDA non-routine (ad hoc) parameters	Criterion	Points
		≥10 Parameters outside LHDA routine	5
		≥5 Parameters outside LHDA routine	3
		<5 Parameters outside LHDA routine	0
	3.3 Turn-around time from the date of receipt of samples.	Criterion	Points
		Turn-around time ≤10 days	10
		Turn-around time ≤14 days	8
		Turn-around time ≤21 days	6
		Turn-around time >21 days	0
	3.4 The	Criterion	Points
			Max 15

#	EVALUATION CRITERIA			SCORE
	Detection Limits for parameters (See Attachment 1).	Meet or exceed LHDA Detection limits for $\geq 80\%$ of parameters.	10	
		Meet or exceed LHDA Detection limits for $\geq 60\%$ of parameters.	5	
		Meet or exceed LHDA Detection limits for $< 60\%$ of parameters.	0	
4.	Accessibility (Laboratory location proximity)			Max 10
	Reachable to allow analysis within 24 hours of sampling (Distance from Maseru Bridge Border).	Criterion	Points	
		400 – 450 km	5	
		451 – 500 km	4	
		501 – 550 km	3	
5.	Key Laboratory Personnel			
	5.1 Laboratory Manager	Criterion	Max 5	
		BSc Degree in Biology, Chemistry, Biochemistry, Microbiology, Environmental Science, or Medical Laboratory Science, with training in ISO 17025:2017 standards. Experience working in a water testing laboratory; 5 – 10 years' experience (10 points) 3 – 5 years' experience (8 points) <3 years' experience (0 points)		
	5.2 Quality Manager	Criterion	Max 5	
		BSc Degree in Biology, Chemistry, Biochemistry, Microbiology, Environmental Science, Medical Laboratory Science, with training in ISO 9001:2015 Experience working in a water testing laboratory; 5 – 10 years' experience (10 points) 3 – 5 years' experience (8 points) <3 years' experience (0 points)		
TOTAL				100

8. CLARIFICATIONS

Written requests for clarifications should be submitted to LHDA on or before 1st September 2026 (14 days before the closing date), at 16H00. Responses to the Written requests for clarifications will be provided by the LHDA on or before 5th September 2026, at 16H00 (10 days before the closing date).

Email: procurement@lhda.org.ls

9. CLOSING DATE FOR SUBMISSION

The quotations should be submitted in English and in Hard Copy and USB to the address below (in person, or by mail/courier) on or before 15th September 2026 at 12H00 (Lesotho Standard Time) and should be clearly marked “**CONTRACT LHDA NO. 1404: PROVISION**”

OF PROFESSIONAL SERVICES FOR ANALYTICAL SERVICE PROVIDER FOR LHWP WATER SAMPLES". Late submissions will not be accepted, and electronic submissions will not be accepted.

Interested consultants may also obtain further information at the address below from 09H00 to 15H00 (Lesotho Standard Time) on normal working days no later than seven (7) calendar days before the deadline.

Address for information and submission of Expressions of Interest:

Lesotho Highlands Development Authority
LHDA Tower Building (formerly Lesotho Bank Tower)
7th Floor
Kingsway Road
Maseru, Lesotho
E-mail: procurement@lhda.org.ls

ATTACHMENT 1: ROUTINE PARAMETERS, DETECTION LIMITS (DL) AND METHOD ACCREDITAION STATUS (MAS)

Physical mg/l	LHDA DL	Lab DL	Cost (M)	MAS yes/no	Nutrient mg/l	LHDA DL	Lab DL	Cost (M)	MAS yes/no	Cation mg/l	LHDA DL	Lab DL	Cost (M)	MAS yes/no
TSS	12.5				NO ₂	0.02				Al	0.5			
Turb	0.5				NO ₃	0.1				B	0.3			
Total Hard	7.5				PO ₄	0.03				Ca	2.5			
					TP	0.02				Na	0.5			
					NH ₄	0.1				K	0.15			
					TKN	0.7				Mg	1.0			
Anion mg/l	LHDA DL	Lab DL	Cost (M)	MAS yes/no	Biological	LHDA DL	Lab DL	Cost (M)	MAS yes/no	Heavy metal mg/l	LHDA DL	Lab DL	Cost (M)	MAS yes/no
S	0.05				FC	0/100 ml				Cd	0.03			
Si	0.4				Chlo-a µg/l	1.0				Hg	0.005			
TDS	0.1				<i>E-coli</i>	0/100 ml				Pb	0.01			
SiO ₂	15				Total Coliform	0/100 ml				As	0.01			
Br	0.13									Cr	0.005			
F	0.03									Cu	0.01			
SO ₄	2.5									Fe	0.003			
Cl	2.5									V	0.02			
Alk	10									Zn	0.001			
TOC	0.4									Mn	0.001			
COD	5									Co	0.01			
DOC	1									Ni	0.005			

* Where the laboratory offers package analysis at a single cost, the cost of the package analysis must be clearly specified together with the parameters included in the package.

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REQUEST FOR QUOTATION

FOR

**CONTRACT LHDA NO. 1404
PROVISION OF PROFESSIONAL SERVICES FOR
ANALYTICAL SERVICE PROVIDER FOR LHWP WATER SAMPLES**

ANNEXURE 1: LHWP ANTI-CORRUPTION POLICY

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

August 2026

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 laboratories for the purposes of registration with government authorities and for obtaining the necessary licences, permits and clearances to practise within the Kingdom of Lesotho (e.g. Income tax clearance, trading licence, work permits, etc.). In the context of this Policy, such facilitators are legitimate service providers for purposes of assisting laboratories to comply with the legal requirements for permitting, licencing and registration.

Background:

3. Phases IA and IB of the Project were tainted by corruption which caused the integrity of the Project to be undermined and questioned.

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

Principles:

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

Application of Policy:

8. The provisions of this Policy shall apply to all laboratories involved in the agreement, 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 for compensation in terms of the Project.

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

it from disclosing its knowledge of matters relevant to such investigation or from pursuing such investigation; or

- 12.5.2. acts intended to materially impede the exercise of the Project Authority's right to access information, as referred to in paragraphs 28 and 29 hereunder.

Participation in Contracts:

13. Where a laboratory, or any employee or former employee of such contractor or laboratory, or any individual, was previously involved or implicated in corruption, such contractor, laboratory 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, laboratory 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 laboratories, 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 Laboratories:

17. Every prospective laboratory 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 laboratory 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 laboratory 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 laboratory or laboratory's proposed involvement in the Project.
20. All laboratories, as well as their employees and agents, as well as employees of the Project Authority, involved in the Project, shall commit themselves to taking all appropriate measures to prevent corruption and shall immediately report to the Project Authority any corruption that comes to their attention, and any failure to so report shall be deemed to constitute corruption.
21. The Project Authority shall do everything in its power to protect the identity of employees who act in terms of their aforesaid obligation to report instances of corruption. In addition, the Project Authority shall seek to ensure that such employees are not victimized or otherwise discriminated

against as a result of their so reporting.

22. The Project Authority has implemented a “whistle-blower” policy which shall be available for anonymous reporting of corruption or perceived corruption to ensure early warning and reaction by the Authority. All reports shall be treated as confidential and will provide protection/asylum to any party making a disclosure. The reports from the hotline number go to an independent hotline service provider. After a preliminary investigation, they report to the Chief Executive (CE) if the matter does not involve the CE otherwise the case is reported to the Audit and Risk Chairperson for further investigation.
23. All laboratories, 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 laboratory, 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.

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LESOTHO HIGHLANDS WATER PROJECT
THE LESOTHO HIGHLANDS DEVELOPMENT AUTHORITY**



LESOTHO HIGHLANDS WATER PROJECT

REQUEST FOR QUOTATION

FOR

**CONTRACT LHDA NO. 1404
PROVISION OF PROFESSIONAL SERVICES FOR
ANALYTICAL SERVICE PROVIDER FOR LHWP WATER SAMPLES**

ANNEXURE 2: TAX REQUIREMENTS

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

August 2026

Tax Requirements

Tax Registration

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

The Laboratory/Contractor shall also apply to the LRA for a withholding tax exemption certificate as per Article 27; of the Income Tax Act No 10 of 1996 that amends Section 157 of the Income Tax Order 1993; and in compliance with Article 3.2.2. of Annexure IV, of the Agreement on Phase II

Taxation

The Laboratory shall comply with the relevant and applicable taxation laws of Lesotho, as amended, in terms of the Treaty, and with the requirements and reporting as specified in Article 14 and Annexures III and IV of The Phase II Agreement. Article 14 amends The Treaty and regulates specifically the following Lesotho taxes:

- 1) Value Added Tax
- 2) Withholding Taxes
- 3) Income Taxes Corporate and Individual
- 4) Dues and Charges paid
- 5) Fringe Benefit Tax

It is imperative that the Laboratory takes note of the detailed requirements to fully disclose payment of all taxes when presenting Value Added Tax Invoices/Certificates for payment and such disclosure to be in the format as advised by The LHDA. Failure to do so shall constitute sufficient grounds for the LHDA to terminate this contract.

Invoice Compliance and Tax Declaration

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

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