



Lesotho Highlands Development Authority

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REQUEST FOR EXPRESSION OF INTEREST

CONSULTANCY SERVICES FOR LESOTHO HIGHLANDS WATER PROJECT (LHWP) KATSE, MOHALE AND POLIHALI ZONING AND DEVELOPMENT MASTER PLANS

(LHDA CONTRACT NO. 1315)

THE LESOTHO HIGHLANDS DEVELOPMENT AUTHORITY INVITES PROPOSALS FROM ELIGIBLE NATIONAL, REGIONAL AND INTERNATIONAL CONSULTANTS TO PROVIDE PROFESSIONAL SERVICES FOR LESOTHO HIGHLANDS WATER PROJECT KATSE, MOHALE, AND POLIHALI ZONING AND DEVELOPMENT MASTER PLANS.

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 <https://www.lhda.org.ls/procurement/currentTenders>

DEADLINE FOR SUBMISSION: 12H00 ON TUESDAY, 23RD JUNE 2026

Lesotho Highlands Water Project

Contract No: **1315**

Contract Name: **Provision of Professional Services for Lesotho Highlands Water Project, Katse, Mohale, and Polihali Zoning and Development Master Plans**

A. Background

The Lesotho Highlands Water Project (LHWP), established under the 1986 Treaty between the Governments of the Kingdom of Lesotho and the Republic of South Africa, is mandated to deliver clean water to South Africa and generate hydroelectric power for Lesotho. Article 4 of the Treaty permits the Parties to utilize the project's reservoirs for ancillary developments, provided these developments protect the environment and support the well-being of affected communities.

The LHWP reservoirs, Katse, Mohale, and the future Polihali, are the largest water bodies in Lesotho and present opportunities for tourism, aquaculture, recreation, and commercial investments. Over the years, developments such as lodges, campsites, boating facilities, aquaculture operations, and fly-fishing enterprises have been established around the reservoirs. However, increasing informal activities such as illegal fishing, unregulated settlement, and land encroachment are creating environmental risks, threatening water quality, and undermining the Project's primary mandate.

Previous studies undertaken under Contract 674 (2002) and Contract 1255 (2009) produced valuable insights into zoning and potential development opportunities. However, these studies lacked implementable instruments, clearly defined governance structures, and practical frameworks that aligned zoning proposals with actual land availability, land tenure systems, and spatial constraints.

To address these gaps, the current assignment adopts a phased, land-availability-driven, and cost-effective approach. The approach places spatial feasibility at the center of zoning and development planning. The approach integrates existing Lesotho Highlands Development Authority (LHDA) and national planning resources and promotes structured private sector participation in the responsible development of the LHWP catchments.

B. Project Description

The overall objective of this assignment is to develop comprehensive, implementable Zoning and Development Master Plans for the Katse, Mohale, and Polihali reservoirs under the Lesotho Highlands Water Project.

The Project will:

1. Establish spatially feasible zoning frameworks for each reservoir.
2. Protect water quality and integrated environmental safeguards into planning.
3. Develop governance, regulation, and institutional mechanisms for plan(s) implementation.
4. Identify and prioritize sustainable economic opportunities in tourism, aquaculture, recreation and related sectors.

5. Ensure alignment with national and local planning frameworks and LHDA operational requirements.
6. Provide a phased development strategy including infrastructure needs, investment sequencing and cost considerations.

Specific Project Objectives

- a) **Prepare Implementable Zoning and Development Master Plans-** Establish spatially realistic and enforceable development zones based on verified land availability, land suitability, tenure arrangements, environmental constraints and infrastructure readiness, ensuring that tourism, aquaculture, recreation, and conservation activities complement rather than conflict with each other.
- b) **Protect Water Quality and Environmental Integrity** – Safeguard the LHWP’s mandate of clean water delivery and hydropower generation through regulating land use, establishing buffer zones, preventing pollution, and protecting environmentally sensitive areas.
- c) **Align with Strategic and Policy Frameworks** – Ensure that proposed zoning and development strategies are in alignment with the LHDA’s 2023/24–2033/34 Strategic Plan, relevant national planning legislation, environmental regulations and catchment management policies and frameworks.
- d) **Identify Infrastructure and Service Requirements** - Determine the essential infrastructure and service needs including water supply, sanitation, roads, energy required to support sustainable and phased development.
- e) **Develop a Concession-Based Investment Framework-** design a transparent, predictable and concession-based business model that attracts long-term private sector investment while maintaining LHDA’s regulatory oversight and environmental control functions.
- f) **Provide a Phased and Financially Realistic Implementation Strategy-** Establish a phased financially realistic development roadmap and implementation framework aligned with land certainty, environmental readiness, affordability and infrastructure capacity.
- g) **Support Local Livelihoods and Equitable Benefit-Sharing** – Promote inclusive economic participation, strengthen local livelihoods and ensure ecological resilience and intergenerational sustainability.

C. Detailed Scope of Services

1. General Approach

The Consultant shall prepare **three separate but harmonised Zoning and Development Master Plans**, one for each reservoir - Katse **Reservoir**, Mohale **Reservoir**, and Polihali **Reservoir**. Each Plan shall respond to the reservoir’s specific physical, ecological, social, and development context, while applying a

consistent spatial planning logic, zoning typology, and regulatory framework across all three reservoirs.

The Plans shall be founded on an integrated spatial planning approach that balances:

- a) Water resources protection
- b) Environmental and ecosystem integrity
- c) Soil erosion and catchment management
- d) Livelihood enhancement
- e) Controlled and investment-ready development

2. Spatial Extent and Zoning Framework

For each reservoir (Katse, Mohale, and Polihali), the Consultant shall define, map, and justify a hierarchical zoning framework extending from the water body into the wider landscape, recognizing both reservoir-based and land-based activities as legitimate activities.

a) Reservoir Zone

The Reservoir Zone shall comprise the permanent and fluctuating water body as defined by the Full Supply Level (FSL), minimum operating level, and reservoir operating rules. Permitted activities may include:

- Reservoir-based aquaculture (floating cages, pens)
- Regulated capture fisheries.
- Controlled recreation and navigation
- Water abstraction and essential water infrastructure

Reservoir-based aquaculture shall be subject to carrying capacity assessments, water quality thresholds, and spatial exclusion zones.

b) Shoreline / Buffer Protection Zone (0–100 m from Water Edge)

A strict protection buffer measured horizontally from the high-water mark, designated for water quality protection, shoreline stabilization, and riparian habitat conservation.

This zone shall be classified as a *no-development zone*, except for essential water-related infrastructure and controlled access points supporting reservoir-based activities, subject to strict environmental controls.

c) Primary Development Zone (100 m–2 km from Water Edge)

A controlled development corridor accommodating land-based activities such as aquaculture facilities, tourism, livelihood activities, and enabling infrastructure. All land-based activities within this zone, where applicable, shall incorporate effective effluent management, water recycling, and pollution control measures, and shall

be subject to Environmental Impact Assessments (EIAs) and applicable water-use licensing requirements.

d) Secondary / Peripheral Development Zone (2–5 km from Water Edge)

A moderated development zone intended for supporting settlements, logistics, processing facilities, and aquaculture value-chain infrastructure, subject to applicable spatial planning, environmental, and land-use controls.

e) Environmental and Ecosystem Protection Zone (Within and beyond 5 km from Water Edge, as spatially defined)

Areas designated primarily for catchment protection, soil erosion control, biodiversity conservation, wetland protection, and ecological restoration. Aquaculture activities are not permitted in this zone.

This zone shall include the establishment and management of protected areas, aligned with the spatial demarcation of the Maloti Drakensberg Transfrontier Conservation Area (MDTFCA) and the objectives of the LHWP Wetlands Conservation Strategy, to ensure long-term ecosystem integrity and compliance with national and project-specific conservation commitments.

It is recognized that portions of the Environmental and Ecosystem Protection Zone may overlap with existing settlements, communal land uses, and associated social infrastructure. Such areas shall be subject to differentiated management approaches that balance environmental protection objectives with social considerations. Existing settlements shall not be displaced solely due to zoning designation; however, any expansion, upgrading, or new development shall be strictly controlled, guided by environmentally sensitive land-use planning, and subject to applicable environmental authorizations.

Where settlements occur, appropriate mitigation and management measures, including soil and water conservation practices, sustainable sanitation solutions, controlled grazing, and restoration of degraded areas, shall be promoted to minimize cumulative impacts on wetlands, catchments, and downstream water quality. Community-based conservation and co-management arrangements should be encouraged where feasible.

The Environmental and Ecosystem Protection Zone shall be reflected in the zoning plan at a strategic, high-level scale, and no detailed or site-specific master plans shall be prepared for this zone.

3. Scope of Technical Services

The zoning and development master plans shall be prepared through a structured and sequential set of tasks integrating spatial feasibility, land availability and tenure

certainty, environmental and ecosystem protection, and investment readiness. The Consultant shall undertake the following tasks separately for each **reservoir-specific plan** (Katse, Mohale, and Polihali).

Key Tasks

- a) **Conduct a comprehensive Spatial Feasibility Assessment** identifying land parcels that are technically suitable, environmentally permissible, socially acceptable, accessible, and available for development. This includes mapping land tenure, cadastral boundaries, customary jurisdictions, slopes, shoreline access, buffer zones, and sensitive ecological features.
- b) **Survey and map existing land uses, infrastructure, constraints, and environmental risks** to establish a grounded baseline for spatial planning that accurately reflects on-the-ground realities.
- c) **Identify planning issues and propose remedial measures** to address encroachment, informal settlements, illegal fishing, land degradation, and infrastructure gaps.
- d) **Assess infrastructure needs and highlight quick-win opportunities** based on areas with high development potential and minimal land or environmental constraints.
- e) **Develop zoning layouts and land-use suitability maps** guided by land feasibility, environmental protection requirements, and socio-economic development priorities.
- f) **Facilitate inclusive stakeholder consultations** with communities, traditional authorities, government agencies, Lesotho Tourism Development Corporation (LTDC), Lesotho National Development Corporation (LNDC), and private sector actors to secure legitimacy, ensure alignment, and minimize conflict risks.
- g) **Prepare a zoning vision and long-term development framework** integrating conservation, livelihood enhancement, commercial development, and water quality protection into a cohesive spatial strategy.
- h) **Produce conceptual designs for enabling infrastructure** (water, sanitation, energy, roads) with investment prioritization based on land certainty and environmental suitability.
- i) **Develop business cases for anchor projects (“economic honeypots”)** such as eco-lodges, aquaculture hubs, and recreational facilities, ensuring that these opportunities are located only in land-feasible and environmentally appropriate zones.

- j) **Propose a phased and scalable implementation plan**, structured around land availability tiers:
- **Phase 1: High-certainty zones** (LHDA-controlled land, existing infrastructure areas, low-conflict parcels)
 - **Phase 2: Medium-certainty zones** (areas requiring negotiation, restoration, or infrastructure upgrades)
 - **Phase 3: Long-term opportunity zones** (areas dependent on future acquisition, complex approvals, or major social transformation)
- k) **Develop an implementation and regulatory framework**, including zoning regulations, development approval procedures, concession guidelines, compliance mechanisms, monitoring protocols, institutional coordination arrangements, and enforcement tools, ensuring the plan is fully implementable.

4. Key Deliverables

Table 1: Deliverables and milestones dates

No.	Deliverable	Description / Scope	Duration from commencement date
1	Inception Report	Establishes methodology, work plan, data requirements, stakeholder map, and implementation framework. Validates project assumptions.	2 months
2	Spatial Feasibility Assessment	Identifies land parcels that are technically suitable, environmentally permissible, socially acceptable, and physically accessible for development.	4.5 months
3	Land Tenure & Cadastral Mapping	Maps land ownership, leases, customary jurisdictions, boundaries, acquisition status, and tenure constraints.	3 months
4	Baseline Mapping of Existing Land Uses & Infrastructure	Survey and map land uses, settlements, infrastructure, sensitive areas, and environmental risks.	6 months
5	Planning Issues & Conflict Resolution Measures	Identifies encroachment, informal settlements, illegal fishing, and land degradation and proposes mitigation strategies.	10 months
6	Zoning Layouts & Land-Use Suitability Maps	Spatial delineation of zones for tourism, aquaculture (reservoir- and land-based), recreation, conservation, infrastructure, and mixed uses.	8 months
7	Stakeholder Consultation & Validation	Structured engagement with communities, traditional authorities, government agencies, the private sector, and LHWP institutions.	9 months
8	Zoning Vision & Long-term Spatial Framework	Integrates environmental protection, livelihoods, commercial development, and water quality protection.	11 months
		Infrastructure Needs Assessment to identify enabling infrastructure requirements and highlights quick-win investment opportunities.	

No.	Deliverable	Description / Scope	Duration from commencement date
9	Conceptual Designs for Enabling Infrastructure	High-level conceptual designs and cost prioritization for roads, energy, water, and sanitation.	11 months
10	Business Cases for Anchor Projects	Economic feasibility for “economic honeypots” (eco-lodges, aquaculture hubs, recreation facilities).	11 months
11	Phased Implementation Plan	Implementation sequencing based on land certainty tiers (Phase 1–3).	13 months
12	Concession & Investment Framework	Concession guidelines, revenue models, private participation rules, and compliance mechanisms.	13 months
13	Regulatory, Institutional & Compliance Framework	Defines legal instruments, approvals, governance roles and enforcement mechanisms.	13 months
14	Final Zoning & Development Master Plans (Katse, Mohale & Polihali)	Consolidated reservoir-specific master plans integrating spatial, economic, regulatory and implementation components.	15 months
15	Global Information Systems (GIS) Data, Maps & Digital Assets	Delivery of all spatial datasets and planning assets in agreed formats.	15 months
16	Close-out Report & Knowledge Transfer	Summarizes work, captures lessons learnt, and transfers tools and data to LHDA.	15 months
17	Concession Pre-Feasibility Package (Optional)	Screened investment opportunities prepared for investor engagement and procurement readiness.	15 months

D. Consultant’s Qualifications and Experience

Table 2 provides a brief description of the personnel desired, qualifications, and levels of experience. An evaluation of the Consultant will be based on these requirements.

Table 2: List of Key Personnel and expertise required.

KEY STAFF		
No	Personnel	Qualifications and Experience
1	Lead Surveyor	Degree in Geomatics Engineering, Land Surveying, Cartography, or GIS with specialization in topographic mapping. Experience in land surveying, topographic mapping, GIS, and related technologies. Minimum of 10 years’ experience in similar assignments.
2	Town Planner	Degree in Urban and Regional Planning or Landscape Architecture with experience in rural landscapes. Minimum of 10 years of working experience.
3	Tourism Specialist	Degree in Economics/Tourism Management with a minimum of 5 years’ experience in ecotourism development or tourism planning and feasibility development studies.

KEY STAFF		
No	Personnel	Qualifications and Experience
4	Community Participation Specialist	Degree in Sociology with a minimum of 5 years' experience in public participation processes in environmental projects.
5	Environmentalist	Degree in Environmental Management with a minimum of 5 years' experience as an environmental practitioner.
6	Infrastructure Planner / Engineer	Degree in Civil or Infrastructure Engineering or equivalent. Minimum 5 years' experience in planning and assessing infrastructure requirements for rural or catchment development, including roads, water, sanitation, and energy systems.
7	Investment / Concession Specialist	Degree in Economics, Finance, or Business Administration with a minimum of 5 years' experience in developing business models, concession frameworks, or public-private partnership (PPP) arrangements for infrastructure, tourism, or development projects.

E. Anticipated Schedule

It is anticipated that the consultancy will commence after the award and will be completed after **fifteen (15) months**.

The Consultant shall be required to prepare a detailed work plan for the activities and resources to show how the proposed timelines will be met.

The Programme shall reference interdependencies between tasks/sub-tasks. All tasks and sub-tasks shall be allocated for a fixed duration. There shall be no "open-ended" tasks.

The Consultant's input should be in person-hours for each task/sub-task and must be shown in the form of a work breakdown structure.

F. Submission of EOIs

The Lesotho Highlands Development Authority (LHDA) invites eligible individuals /private consultants to indicate their interest in providing the services for **Contract LHDA No. 1315: Provision of Professional Services for Lesotho Highlands Water Project, Katse, Mohale, and Polihali Zoning and Development Master Plans**.

Expressions of Interest must be submitted in English and in written form to the address below (in person, or by mail/courier) by the **23 June 2026 at 12H00** (Lesotho Standard Time) and should be clearly marked "**Contract LHDA No. 1315: Provision of Professional Services for Lesotho Highlands Water Project, Katse, Mohale, and Polihali Zoning and Development Master Plans**".

Interested consultants may also obtain further information at the address below from 09:00 to 15:00 (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

G. Contents of Expression of Interest (EOI) Submission

- a. **Covering Letter** indicating the nationality, legal status, and principal place of business. Covering letter shall also include acknowledgement of the Lesotho Highlands Water Project's Anti-Corruption Policy (included as an annex hereto).
- b. **Expression of Interest Details** (Attachment 1) – Completed Expression of Interest details as per the instructions provided.
- c. **Specific Experience Details** (Attachment 2) – Completed Specific Experience details as per the instructions provided.
- d. **Consultant's Qualifications & Experience** (Attachment 3) – Completed details of the Consultant Team's CV, as per the instructions provided and the Consultant's experience
- e. **Certified copies of company registration certificates, if applicable.**
- f. **Letter(s) of Good Standing/Bank Reference Letter.**
- g. **Certified copies of tax clearance certificate(s), if applicable.**

H. Evaluation Criteria and Shortlisting

A numerical assessment of each timely and correctly submitted EOI will be performed against the Evaluation Criteria included in Table 3. Only information provided in the EOI submission will be considered in the evaluation.

Table 3: Evaluation Criteria

No.	Evaluation Criterion	Sub-Criteria	Description	Max Score
1	Understanding of the Assignment & Methodology	–	Clear presentation of the following: <ul style="list-style-type: none"> • Understanding of the Terms of Reference (TOR), problem statement, risks, objectives and strategic focus – 10 points • Sound, logical, and innovative methodology – 15 points • Demonstration of how land availability, tenure certainty, environmental protection, and 	35

No.	Evaluation Criterion	Sub-Criteria	Description	Max Score
			investment readiness will be integrated – 10 points	
2	Consultant's Relevant Experience	Experience of projects of similar scope and size	Assessment of reference projects of comparable nature, scope, and complexity (zoning plans, development master plans, spatial feasibility, land-use planning, catchment or environmentally sensitive areas). Evaluation will consider the scope of services provided and Employer/Client references. Projects must be directly linked to the proposed key staff. Points will be deducted for failure to include Client references.	35
		International / Regional Experience	Experience assessed as follows (only the highest applicable category scored): <ul style="list-style-type: none"> • Experience in Lesotho and/or South Africa – 5 points • Other experience in southern Africa Development Community (SADC) – 3 points • Experience elsewhere in Africa – 2 points • Other developing countries with similar physical and institutional conditions – 1 point 	5
3	Key Personnel (EOI Stage)	Lead Surveyor / Team Leader	Qualifications, years of experience, and demonstrated leadership in comparable spatial planning, land availability, cadastral or zoning assignments.	8
		Town Planner	Experience in zoning plans, development master planning, and rural or catchment-based spatial planning.	6
		Tourism Specialist	Experience in tourism or ecotourism planning in rural or environmentally sensitive contexts.	3
		Community Participation Specialist	Experience in participatory planning, community engagement, and working with traditional authorities.	3
		Environmentalist	Experience in environmental management, EIAs, catchment	3

No.	Evaluation Criterion	Sub-Criteria	Description	Max Score
			protection, and water quality protection.	
		Infrastructure Planner / Engineer	Experience in planning infrastructure for rural or catchment development (roads, water, sanitation, energy).	1
		Investment / Concession Specialist	Experience in developing business models, concession frameworks, or PPP-type assignments.	1
TOTAL				100

Expressions of Interest submissions obtaining a score of 75 points and above will be shortlisted. This shortlist will be published on the LHDA website.

Only the short-listed Consultants will be provided a Request for Proposal (RFP) package for submission of proposals, using a two-envelope approach (one envelope containing the Technical Proposal and the second envelope containing the Financial Proposal). The award of the contract is subject to prior review and approval by the LHDA.

LHDA reserves the right to accept or reject any application, or to annul the expressions of interest at any time without incurring any liability to any applicant.

I. Ineligibility

Any Expression of Interest received after the deadline will automatically be rejected, even if the postmark indicates a date preceding the deadline or if the delay is due to the mail service.

Any Consultant not complying with the requirements of the LHWP Anti-Corruption Policy will be rejected and/or disqualified in accordance with the provisions of the policy.

J. LHWP Anti-Corruption Policy

The LHDA is committed to the LHWP Anti-Corruption Policy. The provisions of the Policy (see Annexure 1) will be incorporated into the Contract, and all contractors and consultants shall be subject to it.

Attachment 1: PROJECT APPROACH

Attachment 1 must follow the structure below.

1. Roles

- A brief outline indicating the Consultant's understanding of his/her role.

2. Project Approach / Methodology

- Description of the work to be performed by the Consultant.

Attachment 2: DETAILS OF SPECIFIC EXPERIENCE

Details of specific experience must follow the structure included in Table 4. Use additional copies of the table as required.

Table 4: Details of Specific Experience

1. Project name and location (City/Town, Country):	
2. Project Description:	
3. Consultant's responsibility on the project:	
4. Firm on whose behalf the Consultant performed the work, (Consultant should state whether he/she was part of a Company, an independent Consultant, in a Joint Venture, or a sub-consultant on the project:	
5. Project Owner's Name & Address and Project Owner Manager's Name & Phone Number and contactable details:	
6. Value of the services provided by the Consultant	_____
Contract Currency	_____
7. Actual/Anticipated Implementation Start Date	_____
8. Actual/Anticipated Implementation Completion Date	_____
9. Actual/Estimated Value of Project at Completion	_____
Contract Currency	_____

Attachment 3: Candidates' Qualification & Experience

Details of specific experience must follow the structure below.

Candidates' Experience & CV

- Provide CV using the format below.
- The CV must include the original signature of the Candidate.
- The CV must not exceed five (5) pages. Additional pages will not be considered.

Curriculum Vitae

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

7. Education

Name of Institution	Degree Obtained	Dates Attended
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8. Professional Registration

Name of Institution	Type of Registration	Dates Obtained
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9. Other Training

Name of Institution	Training Details	Dates Obtained
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10. Countries of Work Experience

Country	Dates (Start – End)
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11. Languages (Scale of 1-5: 1= excellent, 5 = poor)

Language	Speaking	Reading	Writing
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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 individual's ability to perform the tasks assigned (include a maximum of ten projects).*

Project 1:

Dates: start/end

Locations:

Client:

Project Description:

Positions Held:

Activities Performed:

Project 2:

Dates: start/end

Locations:

Client:

Project Description:

Positions Held:

Activities Performed:

Project 3:

Dates: start/end

Locations:

Client:

Project Description:

Positions Held:

Activities Performed:

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 willful 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 _____ 2026.

Name of Candidate

Candidate's Signature

Date

ANNEXURE 1 - 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 practice within the Kingdom of Lesotho (e.g. Income tax clearance, trading license, work permits, etc.). In the context of this Policy, such facilitators are legitimate service providers for purposes of assisting consultants and contractors to comply with the legal requirements for permitting, licensing and registration.

Background:

3. Phases IA and IB of the Project were tainted by corruption which caused the integrity of the Project to be undermined and questioned.
4. Despite the best efforts of the Lesotho prosecuting authorities, working in conjunction with the Project Authority, and 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 light of these experiences, the Phase II Agreement provides in Article 16 for the development and adoption of an Anti-Corruption Policy for the Project.

Principles:

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

Project.

Application of Policy:

8. The provisions of this Policy shall apply to all contractors and consultants involved in the Project, including the pre-qualification of bidders and tenderers (where applicable), the evaluation of bids and tenders, and the award of contracts.
9. Henceforth every contract entered into under the Project shall provide for the incorporation of this Policy into such contract.
10. The provisions of this Policy shall apply to the employment and the conduct of employees of the Project Authority.
11. The provisions of this Policy shall apply to recipients of compensation in terms of the Project.
12. For the purposes of this Policy corruption shall include the following:
 - 12.1.A “corrupt practice”, such being the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of any person or entity in connection with the Project.
 - 12.2.A “fraudulent practice”, such being any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, any person or entity in connection with the Project, to obtain a financial or other benefit or to avoid an obligation.
 - 12.3.A “collusive practice”, such being an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of any person or entity in connection with the Project. Such practices may include:
 - 12.3.1. Corporate conflict of interest, where two or more firms are engaged in joint pursuits elsewhere with a common business goal such that the firm or its employees “have the potential or ability to influence or be influenced in their judgement or evaluation of an offer, bid or tender of one of the firms engaged with them elsewhere such that the evaluation/assessment cannot be completely impartial/unbiased and objective”; or
 - 12.3.2. Perceived conflict of interest, defined as “when a third party observing the procurement process considers the process to be influenced or biased based on the perception of business or other relationships between the corporate entities”.
 - 12.4. Bias when dealing with claims and variation orders during administration of the contract. A “coercive practice”, such being impairing or harming, or threatening to impair or harm, directly or indirectly, or to influence improperly, any person or entity in connection with the Project.
 - 12.5. An “obstructive practice”, such being:

- 12.5.1. the destroying, falsifying, altering or concealing of evidential material relevant to an investigation, as referred to in paragraphs 28 and 29 hereunder, or the making of false statements to investigators in order to materially impede such investigation; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to such investigation or from pursuing such investigation; or
- 12.5.2. acts intended to materially impede the exercise of the Project Authority's right to access information, as referred to in paragraphs 28 and 29 hereunder.

Participation in Contracts:

13. Where a contractor or consultant, or any employee or former employee of such contractor or consultant, or any individual, was previously involved or implicated in corruption, such contractor, consultant or individual may be excluded from any involvement in the Project. Such exclusion will be at the sole discretion of the Project Authority based on a reasonable assessment of all the facts at its disposal.
14. Any contract awarded in relation to the Project will commit the contractor, consultant or individual concerned not to involve itself or himself/herself in corruption, whether relating to the specific contract or not, concerning any employee of the Project Authority or any other entity or person having an interest in the Project.
15. The Project Authority in dealing with the pre-qualification of bidders and tenderers, the evaluation of bids and tenders, as well as the award of contracts, will have regard to the use of agents by contractors or consultants, both in the procurement or execution of previous contracts as well as their intended involvement in the Project. Here, the Project Authority will be entitled to assume, unless shown otherwise, that such use or intended use of agents involved or will involve corruption.

Confidential Business Information/Client Privilege

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

Specific Obligations of Prospective Contractors and Consultants:

17. Every prospective contractor or consultant shall at the earliest opportunity in any bid or tendering process disclose to the Project Authority any prior involvement by it or any of its current or former employees in corruption.

18. Every prospective contractor or consultant shall disclose both its past and present use of agents in the procurement or execution of contracts and such disclosure will specifically include the contractual arrangement with such agent including the basis upon which such agent was or will be remunerated.
19. Every prospective contractor or consultant shall at the earliest opportunity in the bidding or tendering processes or at any point during the execution of a contract, disclose to the Project Authority any conflict or potential conflict of interest, whether personal or corporate, whether real or perceived, including but not limited to any employee of the Project having an interest, financial or otherwise, in the contractor or consultant or such contractor's or consultant's proposed involvement in the Project.
20. All contractors and consultants, as well as their employees and agents, as well as employees of the Project Authority, involved in the Project, shall commit themselves to taking all appropriate measures to prevent corruption and shall immediately report to the Project Authority any corruption that comes to their attention, and any failure to so report shall be deemed to constitute corruption.
21. The Project Authority shall do everything in its power to protect the identity of employees who act in terms of their aforesaid obligation to report instances of corruption. In addition, the Project Authority shall seek to ensure that such employees are not victimised or otherwise discriminated against because 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 with the information at its disposal that such corruption has indeed occurred. It will not, however, exercise such rights 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:

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 appropriate training to be presented and will conduct regular audits to ensure compliance by consultants and contractors on the Project



Lesotho Highlands Development Authority

P.O. Box 7332, Maseru 100, Lesotho. Telephone: (+266) 22311280 Fax: (+266) 22310632

REQUEST FOR EXPRESSION OF INTEREST

CONSULTANCY SERVICES FOR LESOTHO HIGHLANDS WATER PROJECT (LHWP) KATSE, MOHALE AND POLIHALI ZONING AND DEVELOPMENT MASTER PLANS

(LHDA CONTRACT NO. 1315)

THE LESOTHO HIGHLANDS DEVELOPMENT AUTHORITY INVITES PROPOSALS FROM ELIGIBLE NATIONAL, REGIONAL AND INTERNATIONAL CONSULTANTS TO PROVIDE PROFESSIONAL SERVICES FOR LESOTHO HIGHLANDS WATER PROJECT KATSE, MOHALE, AND POLIHALI ZONING AND DEVELOPMENT MASTER PLANS.

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 <https://www.lhda.org.ls/procurement/currentTenders>

DEADLINE FOR SUBMISSION: 12H00 ON TUESDAY, 23RD JUNE 2026

Lesotho Highlands Water Project

Contract No: **1315**

Contract Name: **Provision of Professional Services for Lesotho Highlands Water Project, Katse, Mohale, and Polihali Zoning and Development Master Plans**

A. Background

The Lesotho Highlands Water Project (LHWP), established under the 1986 Treaty between the Governments of the Kingdom of Lesotho and the Republic of South Africa, is mandated to deliver clean water to South Africa and generate hydroelectric power for Lesotho. Article 4 of the Treaty permits the Parties to utilize the project's reservoirs for ancillary developments, provided these developments protect the environment and support the well-being of affected communities.

The LHWP reservoirs, Katse, Mohale, and the future Polihali, are the largest water bodies in Lesotho and present opportunities for tourism, aquaculture, recreation, and commercial investments. Over the years, developments such as lodges, campsites, boating facilities, aquaculture operations, and fly-fishing enterprises have been established around the reservoirs. However, increasing informal activities such as illegal fishing, unregulated settlement, and land encroachment are creating environmental risks, threatening water quality, and undermining the Project's primary mandate.

Previous studies undertaken under Contract 674 (2002) and Contract 1255 (2009) produced valuable insights into zoning and potential development opportunities. However, these studies lacked implementable instruments, clearly defined governance structures, and practical frameworks that aligned zoning proposals with actual land availability, land tenure systems, and spatial constraints.

To address these gaps, the current assignment adopts a phased, land-availability-driven, and cost-effective approach. The approach places spatial feasibility at the center of zoning and development planning. The approach integrates existing Lesotho Highlands Development Authority (LHDA) and national planning resources and promotes structured private sector participation in the responsible development of the LHWP catchments.

B. Project Description

The overall objective of this assignment is to develop comprehensive, implementable Zoning and Development Master Plans for the Katse, Mohale, and Polihali reservoirs under the Lesotho Highlands Water Project.

The Project will:

1. Establish spatially feasible zoning frameworks for each reservoir.
2. Protect water quality and integrated environmental safeguards into planning.
3. Develop governance, regulation, and institutional mechanisms for plan(s) implementation.
4. Identify and prioritize sustainable economic opportunities in tourism, aquaculture, recreation and related sectors.

5. Ensure alignment with national and local planning frameworks and LHDA operational requirements.
6. Provide a phased development strategy including infrastructure needs, investment sequencing and cost considerations.

Specific Project Objectives

- a) **Prepare Implementable Zoning and Development Master Plans-** Establish spatially realistic and enforceable development zones based on verified land availability, land suitability, tenure arrangements, environmental constraints and infrastructure readiness, ensuring that tourism, aquaculture, recreation, and conservation activities complement rather than conflict with each other.
- b) **Protect Water Quality and Environmental Integrity** – Safeguard the LHWP's mandate of clean water delivery and hydropower generation through regulating land use, establishing buffer zones, preventing pollution, and protecting environmentally sensitive areas.
- c) **Align with Strategic and Policy Frameworks** – Ensure that proposed zoning and development strategies are in alignment with the LHDA's 2023/24–2033/34 Strategic Plan, relevant national planning legislation, environmental regulations and catchment management policies and frameworks.
- d) **Identify Infrastructure and Service Requirements** - Determine the essential infrastructure and service needs including water supply, sanitation, roads, energy required to support sustainable and phased development.
- e) **Develop a Concession-Based Investment Framework-** design a transparent, predictable and concession-based business model that attracts long-term private sector investment while maintaining LHDA's regulatory oversight and environmental control functions.
- f) **Provide a Phased and Financially Realistic Implementation Strategy-** Establish a phased financially realistic development roadmap and implementation framework aligned with land certainty, environmental readiness, affordability and infrastructure capacity.
- g) **Support Local Livelihoods and Equitable Benefit-Sharing** – Promote inclusive economic participation, strengthen local livelihoods and ensure ecological resilience and intergenerational sustainability.

C. Detailed Scope of Services

1. General Approach

The Consultant shall prepare **three separate but harmonised Zoning and Development Master Plans**, one for each reservoir - Katse **Reservoir**, Mohale **Reservoir**, and Polihali **Reservoir**. Each Plan shall respond to the reservoir's specific physical, ecological, social, and development context, while applying a

consistent spatial planning logic, zoning typology, and regulatory framework across all three reservoirs.

The Plans shall be founded on an integrated spatial planning approach that balances:

- a) Water resources protection
- b) Environmental and ecosystem integrity
- c) Soil erosion and catchment management
- d) Livelihood enhancement
- e) Controlled and investment-ready development

2. Spatial Extent and Zoning Framework

For each reservoir (Katse, Mohale, and Polihali), the Consultant shall define, map, and justify a hierarchical zoning framework extending from the water body into the wider landscape, recognizing both reservoir-based and land-based activities as legitimate activities.

a) Reservoir Zone

The Reservoir Zone shall comprise the permanent and fluctuating water body as defined by the Full Supply Level (FSL), minimum operating level, and reservoir operating rules. Permitted activities may include:

- Reservoir-based aquaculture (floating cages, pens)
- Regulated capture fisheries.
- Controlled recreation and navigation
- Water abstraction and essential water infrastructure

Reservoir-based aquaculture shall be subject to carrying capacity assessments, water quality thresholds, and spatial exclusion zones.

b) Shoreline / Buffer Protection Zone (0–100 m from Water Edge)

A strict protection buffer measured horizontally from the high-water mark, designated for water quality protection, shoreline stabilization, and riparian habitat conservation.

This zone shall be classified as a *no-development zone*, except for essential water-related infrastructure and controlled access points supporting reservoir-based activities, subject to strict environmental controls.

c) Primary Development Zone (100 m–2 km from Water Edge)

A controlled development corridor accommodating land-based activities such as aquaculture facilities, tourism, livelihood activities, and enabling infrastructure. All land-based activities within this zone, where applicable, shall incorporate effective effluent management, water recycling, and pollution control measures, and shall

be subject to Environmental Impact Assessments (EIAs) and applicable water-use licensing requirements.

d) Secondary / Peripheral Development Zone (2–5 km from Water Edge)

A moderated development zone intended for supporting settlements, logistics, processing facilities, and aquaculture value-chain infrastructure, subject to applicable spatial planning, environmental, and land-use controls.

e) Environmental and Ecosystem Protection Zone (Within and beyond 5 km from Water Edge, as spatially defined)

Areas designated primarily for catchment protection, soil erosion control, biodiversity conservation, wetland protection, and ecological restoration. Aquaculture activities are not permitted in this zone.

This zone shall include the establishment and management of protected areas, aligned with the spatial demarcation of the Maloti Drakensberg Transfrontier Conservation Area (MDTFCA) and the objectives of the LHWP Wetlands Conservation Strategy, to ensure long-term ecosystem integrity and compliance with national and project-specific conservation commitments.

It is recognized that portions of the Environmental and Ecosystem Protection Zone may overlap with existing settlements, communal land uses, and associated social infrastructure. Such areas shall be subject to differentiated management approaches that balance environmental protection objectives with social considerations. Existing settlements shall not be displaced solely due to zoning designation; however, any expansion, upgrading, or new development shall be strictly controlled, guided by environmentally sensitive land-use planning, and subject to applicable environmental authorizations.

Where settlements occur, appropriate mitigation and management measures, including soil and water conservation practices, sustainable sanitation solutions, controlled grazing, and restoration of degraded areas, shall be promoted to minimize cumulative impacts on wetlands, catchments, and downstream water quality. Community-based conservation and co-management arrangements should be encouraged where feasible.

The Environmental and Ecosystem Protection Zone shall be reflected in the zoning plan at a strategic, high-level scale, and no detailed or site-specific master plans shall be prepared for this zone.

3. Scope of Technical Services

The zoning and development master plans shall be prepared through a structured and sequential set of tasks integrating spatial feasibility, land availability and tenure

certainty, environmental and ecosystem protection, and investment readiness. The Consultant shall undertake the following tasks separately for each **reservoir-specific plan** (Katse, Mohale, and Polihali).

Key Tasks

- a) **Conduct a comprehensive Spatial Feasibility Assessment** identifying land parcels that are technically suitable, environmentally permissible, socially acceptable, accessible, and available for development. This includes mapping land tenure, cadastral boundaries, customary jurisdictions, slopes, shoreline access, buffer zones, and sensitive ecological features.
- b) **Survey and map existing land uses, infrastructure, constraints, and environmental risks** to establish a grounded baseline for spatial planning that accurately reflects on-the-ground realities.
- c) **Identify planning issues and propose remedial measures** to address encroachment, informal settlements, illegal fishing, land degradation, and infrastructure gaps.
- d) **Assess infrastructure needs and highlight quick-win opportunities** based on areas with high development potential and minimal land or environmental constraints.
- e) **Develop zoning layouts and land-use suitability maps** guided by land feasibility, environmental protection requirements, and socio-economic development priorities.
- f) **Facilitate inclusive stakeholder consultations** with communities, traditional authorities, government agencies, Lesotho Tourism Development Corporation (LTDC), Lesotho National Development Corporation (LNDC), and private sector actors to secure legitimacy, ensure alignment, and minimize conflict risks.
- g) **Prepare a zoning vision and long-term development framework** integrating conservation, livelihood enhancement, commercial development, and water quality protection into a cohesive spatial strategy.
- h) **Produce conceptual designs for enabling infrastructure** (water, sanitation, energy, roads) with investment prioritization based on land certainty and environmental suitability.
- i) **Develop business cases for anchor projects (“economic honeypots”)** such as eco-lodges, aquaculture hubs, and recreational facilities, ensuring that these opportunities are located only in land-feasible and environmentally appropriate zones.

- j) **Propose a phased and scalable implementation plan**, structured around land availability tiers:
- **Phase 1: High-certainty zones** (LHDA-controlled land, existing infrastructure areas, low-conflict parcels)
 - **Phase 2: Medium-certainty zones** (areas requiring negotiation, restoration, or infrastructure upgrades)
 - **Phase 3: Long-term opportunity zones** (areas dependent on future acquisition, complex approvals, or major social transformation)
- k) **Develop an implementation and regulatory framework**, including zoning regulations, development approval procedures, concession guidelines, compliance mechanisms, monitoring protocols, institutional coordination arrangements, and enforcement tools, ensuring the plan is fully implementable.

4. Key Deliverables

Table 1: Deliverables and milestones dates

No.	Deliverable	Description / Scope	Duration from commencement date
1	Inception Report	Establishes methodology, work plan, data requirements, stakeholder map, and implementation framework. Validates project assumptions.	2 months
2	Spatial Feasibility Assessment	Identifies land parcels that are technically suitable, environmentally permissible, socially acceptable, and physically accessible for development.	4.5 months
3	Land Tenure & Cadastral Mapping	Maps land ownership, leases, customary jurisdictions, boundaries, acquisition status, and tenure constraints.	3 months
4	Baseline Mapping of Existing Land Uses & Infrastructure	Survey and map land uses, settlements, infrastructure, sensitive areas, and environmental risks.	6 months
5	Planning Issues & Conflict Resolution Measures	Identifies encroachment, informal settlements, illegal fishing, and land degradation and proposes mitigation strategies.	10 months
6	Zoning Layouts & Land-Use Suitability Maps	Spatial delineation of zones for tourism, aquaculture (reservoir- and land-based), recreation, conservation, infrastructure, and mixed uses.	8 months
7	Stakeholder Consultation & Validation	Structured engagement with communities, traditional authorities, government agencies, the private sector, and LHWP institutions.	9 months
8	Zoning Vision & Long-term Spatial Framework	Integrates environmental protection, livelihoods, commercial development, and water quality protection.	11 months
		Infrastructure Needs Assessment to identify enabling infrastructure requirements and highlights quick-win investment opportunities.	

No.	Deliverable	Description / Scope	Duration from commencement date
9	Conceptual Designs for Enabling Infrastructure	High-level conceptual designs and cost prioritization for roads, energy, water, and sanitation.	11 months
10	Business Cases for Anchor Projects	Economic feasibility for “economic honeypots” (eco-lodges, aquaculture hubs, recreation facilities).	11 months
11	Phased Implementation Plan	Implementation sequencing based on land certainty tiers (Phase 1–3).	13 months
12	Concession & Investment Framework	Concession guidelines, revenue models, private participation rules, and compliance mechanisms.	13 months
13	Regulatory, Institutional & Compliance Framework	Defines legal instruments, approvals, governance roles and enforcement mechanisms.	13 months
14	Final Zoning & Development Master Plans (Katse, Mohale & Polihali)	Consolidated reservoir-specific master plans integrating spatial, economic, regulatory and implementation components.	15 months
15	Global Information Systems (GIS) Data, Maps & Digital Assets	Delivery of all spatial datasets and planning assets in agreed formats.	15 months
16	Close-out Report & Knowledge Transfer	Summarizes work, captures lessons learnt, and transfers tools and data to LHDA.	15 months
17	Concession Pre-Feasibility Package (Optional)	Screened investment opportunities prepared for investor engagement and procurement readiness.	15 months

D. Consultant’s Qualifications and Experience

Table 2 provides a brief description of the personnel desired, qualifications, and levels of experience. An evaluation of the Consultant will be based on these requirements.

Table 2: List of Key Personnel and expertise required.

KEY STAFF		
No	Personnel	Qualifications and Experience
1	Lead Surveyor	Degree in Geomatics Engineering, Land Surveying, Cartography, or GIS with specialization in topographic mapping. Experience in land surveying, topographic mapping, GIS, and related technologies. Minimum of 10 years’ experience in similar assignments.
2	Town Planner	Degree in Urban and Regional Planning or Landscape Architecture with experience in rural landscapes. Minimum of 10 years of working experience.
3	Tourism Specialist	Degree in Economics/Tourism Management with a minimum of 5 years’ experience in ecotourism development or tourism planning and feasibility development studies.

KEY STAFF		
No	Personnel	Qualifications and Experience
4	Community Participation Specialist	Degree in Sociology with a minimum of 5 years' experience in public participation processes in environmental projects.
5	Environmentalist	Degree in Environmental Management with a minimum of 5 years' experience as an environmental practitioner.
6	Infrastructure Planner / Engineer	Degree in Civil or Infrastructure Engineering or equivalent. Minimum 5 years' experience in planning and assessing infrastructure requirements for rural or catchment development, including roads, water, sanitation, and energy systems.
7	Investment / Concession Specialist	Degree in Economics, Finance, or Business Administration with a minimum of 5 years' experience in developing business models, concession frameworks, or public-private partnership (PPP) arrangements for infrastructure, tourism, or development projects.

E. Anticipated Schedule

It is anticipated that the consultancy will commence after the award and will be completed after **fifteen (15) months**.

The Consultant shall be required to prepare a detailed work plan for the activities and resources to show how the proposed timelines will be met.

The Programme shall reference interdependencies between tasks/sub-tasks. All tasks and sub-tasks shall be allocated for a fixed duration. There shall be no "open-ended" tasks.

The Consultant's input should be in person-hours for each task/sub-task and must be shown in the form of a work breakdown structure.

F. Submission of EOIs

The Lesotho Highlands Development Authority (LHDA) invites eligible individuals /private consultants to indicate their interest in providing the services for **Contract LHDA No. 1315: Provision of Professional Services for Lesotho Highlands Water Project, Katse, Mohale, and Polihali Zoning and Development Master Plans**.

Expressions of Interest must be submitted in English and in written form to the address below (in person, or by mail/courier) by the **23 June 2026 at 12H00** (Lesotho Standard Time) and should be clearly marked "**Contract LHDA No. 1315: Provision of Professional Services for Lesotho Highlands Water Project, Katse, Mohale, and Polihali Zoning and Development Master Plans**".

Interested consultants may also obtain further information at the address below from 09:00 to 15:00 (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

G. Contents of Expression of Interest (EOI) Submission

- a. **Covering Letter** indicating the nationality, legal status, and principal place of business. Covering letter shall also include acknowledgement of the Lesotho Highlands Water Project’s Anti-Corruption Policy (included as an annex hereto).
- b. **Expression of Interest Details** (Attachment 1) – Completed Expression of Interest details as per the instructions provided.
- c. **Specific Experience Details** (Attachment 2) – Completed Specific Experience details as per the instructions provided.
- d. **Consultant’s Qualifications & Experience** (Attachment 3) – Completed details of the Consultant Team’s CV, as per the instructions provided and the Consultant’s experience
- e. **Certified copies of company registration certificates, if applicable.**
- f. **Letter(s) of Good Standing/Bank Reference Letter.**
- g. **Certified copies of tax clearance certificate(s), if applicable.**

H. Evaluation Criteria and Shortlisting

A numerical assessment of each timely and correctly submitted EOI will be performed against the Evaluation Criteria included in Table 3. Only information provided in the EOI submission will be considered in the evaluation.

Table 3: Evaluation Criteria

No.	Evaluation Criterion	Sub-Criteria	Description	Max Score
1	Understanding of the Assignment & Methodology	–	Clear presentation of the following: <ul style="list-style-type: none"> • Understanding of the Terms of Reference (TOR), problem statement, risks, objectives and strategic focus – 10 points • Sound, logical, and innovative methodology – 15 points • Demonstration of how land availability, tenure certainty, environmental protection, and 	35

No.	Evaluation Criterion	Sub-Criteria	Description	Max Score
			investment readiness will be integrated – 10 points	
2	Consultant's Relevant Experience	Experience of projects of similar scope and size	Assessment of reference projects of comparable nature, scope, and complexity (zoning plans, development master plans, spatial feasibility, land-use planning, catchment or environmentally sensitive areas). Evaluation will consider the scope of services provided and Employer/Client references. Projects must be directly linked to the proposed key staff. Points will be deducted for failure to include Client references.	35
		International / Regional Experience	Experience assessed as follows (only the highest applicable category scored): <ul style="list-style-type: none"> • Experience in Lesotho and/or South Africa – 5 points • Other experience in southern Africa Development Community (SADC) – 3 points • Experience elsewhere in Africa – 2 points • Other developing countries with similar physical and institutional conditions – 1 point 	5
3	Key Personnel (EOI Stage)	Lead Surveyor / Team Leader	Qualifications, years of experience, and demonstrated leadership in comparable spatial planning, land availability, cadastral or zoning assignments.	8
		Town Planner	Experience in zoning plans, development master planning, and rural or catchment-based spatial planning.	6
		Tourism Specialist	Experience in tourism or ecotourism planning in rural or environmentally sensitive contexts.	3
		Community Participation Specialist	Experience in participatory planning, community engagement, and working with traditional authorities.	3
		Environmentalist	Experience in environmental management, EIAs, catchment	3

No.	Evaluation Criterion	Sub-Criteria	Description	Max Score
			protection, and water quality protection.	
		Infrastructure Planner / Engineer	Experience in planning infrastructure for rural or catchment development (roads, water, sanitation, energy).	1
		Investment / Concession Specialist	Experience in developing business models, concession frameworks, or PPP-type assignments.	1
TOTAL				100

Expressions of Interest submissions obtaining a score of 75 points and above will be shortlisted. This shortlist will be published on the LHDA website.

Only the short-listed Consultants will be provided a Request for Proposal (RFP) package for submission of proposals, using a two-envelope approach (one envelope containing the Technical Proposal and the second envelope containing the Financial Proposal). The award of the contract is subject to prior review and approval by the LHDA.

LHDA reserves the right to accept or reject any application, or to annul the expressions of interest at any time without incurring any liability to any applicant.

I. Ineligibility

Any Expression of Interest received after the deadline will automatically be rejected, even if the postmark indicates a date preceding the deadline or if the delay is due to the mail service.

Any Consultant not complying with the requirements of the LHWP Anti-Corruption Policy will be rejected and/or disqualified in accordance with the provisions of the policy.

J. LHWP Anti-Corruption Policy

The LHDA is committed to the LHWP Anti-Corruption Policy. The provisions of the Policy (see Annexure 1) will be incorporated into the Contract, and all contractors and consultants shall be subject to it.

Attachment 1: PROJECT APPROACH

Attachment 1 must follow the structure below.

1. Roles

- A brief outline indicating the Consultant's understanding of his/her role.

2. Project Approach / Methodology

- Description of the work to be performed by the Consultant.

Attachment 2: DETAILS OF SPECIFIC EXPERIENCE

Details of specific experience must follow the structure included in Table 4. Use additional copies of the table as required.

Table 4: Details of Specific Experience

1. Project name and location (City/Town, Country):	
2. Project Description:	
3. Consultant's responsibility on the project:	
4. Firm on whose behalf the Consultant performed the work, (Consultant should state whether he/she was part of a Company, an independent Consultant, in a Joint Venture, or a sub-consultant on the project:	
5. Project Owner's Name & Address and Project Owner Manager's Name & Phone Number and contactable details:	
6. Value of the services provided by the Consultant	_____
Contract Currency	_____
7. Actual/Anticipated Implementation Start Date	_____
8. Actual/Anticipated Implementation Completion Date	_____
9. Actual/Estimated Value of Project at Completion	_____
Contract Currency	_____

Attachment 3: Candidates' Qualification & Experience

Details of specific experience must follow the structure below.

Candidates' Experience & CV

- Provide CV using the format below.
- The CV must include the original signature of the Candidate.
- The CV must not exceed five (5) pages. Additional pages will not be considered.

Curriculum Vitae

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

7. Education

Name of Institution	Degree Obtained	Dates Attended
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8. Professional Registration

Name of Institution	Type of Registration	Dates Obtained
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9. Other Training

Name of Institution	Training Details	Dates Obtained
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10. Countries of Work Experience

Country	Dates (Start – End)
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11. Languages (Scale of 1-5: 1= excellent, 5 = poor)

Language	Speaking	Reading	Writing
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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 individual's ability to perform the tasks assigned (include a maximum of ten projects).*

Project 1:

Dates: start/end

Locations:

Client:

Project Description:

Positions Held:

Activities Performed:

Project 2:

Dates: start/end

Locations:

Client:

Project Description:

Positions Held:

Activities Performed:

Project 3:

Dates: start/end

Locations:

Client:

Project Description:

Positions Held:

Activities Performed:

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 willful 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 _____ 2026.

Name of Candidate

Candidate's Signature

Date

ANNEXURE 1 - 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 practice within the Kingdom of Lesotho (e.g. Income tax clearance, trading license, work permits, etc.). In the context of this Policy, such facilitators are legitimate service providers for purposes of assisting consultants and contractors to comply with the legal requirements for permitting, licensing and registration.

Background:

3. Phases IA and IB of the Project were tainted by corruption which caused the integrity of the Project to be undermined and questioned.
4. Despite the best efforts of the Lesotho prosecuting authorities, working in conjunction with the Project Authority, and 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 light of these experiences, the Phase II Agreement provides in Article 16 for the development and adoption of an Anti-Corruption Policy for the Project.

Principles:

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

Project.

Application of Policy:

8. The provisions of this Policy shall apply to all contractors and consultants involved in the Project, including the pre-qualification of bidders and tenderers (where applicable), the evaluation of bids and tenders, and the award of contracts.
9. Henceforth every contract entered into under the Project shall provide for the incorporation of this Policy into such contract.
10. The provisions of this Policy shall apply to the employment and the conduct of employees of the Project Authority.
11. The provisions of this Policy shall apply to recipients of compensation in terms of the Project.
12. For the purposes of this Policy corruption shall include the following:
 - 12.1.A “corrupt practice”, such being the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of any person or entity in connection with the Project.
 - 12.2.A “fraudulent practice”, such being any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, any person or entity in connection with the Project, to obtain a financial or other benefit or to avoid an obligation.
 - 12.3.A “collusive practice”, such being an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of any person or entity in connection with the Project. Such practices may include:
 - 12.3.1. Corporate conflict of interest, where two or more firms are engaged in joint pursuits elsewhere with a common business goal such that the firm or its employees “have the potential or ability to influence or be influenced in their judgement or evaluation of an offer, bid or tender of one of the firms engaged with them elsewhere such that the evaluation/assessment cannot be completely impartial/unbiased and objective”; or
 - 12.3.2. Perceived conflict of interest, defined as “when a third party observing the procurement process considers the process to be influenced or biased based on the perception of business or other relationships between the corporate entities”.
 - 12.4. Bias when dealing with claims and variation orders during administration of the contract. A “coercive practice”, such being impairing or harming, or threatening to impair or harm, directly or indirectly, or to influence improperly, any person or entity in connection with the Project.
 - 12.5. An “obstructive practice”, such being:

- 12.5.1. the destroying, falsifying, altering or concealing of evidential material relevant to an investigation, as referred to in paragraphs 28 and 29 hereunder, or the making of false statements to investigators in order to materially impede such investigation; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to such investigation or from pursuing such investigation; or
- 12.5.2. acts intended to materially impede the exercise of the Project Authority's right to access information, as referred to in paragraphs 28 and 29 hereunder.

Participation in Contracts:

13. Where a contractor or consultant, or any employee or former employee of such contractor or consultant, or any individual, was previously involved or implicated in corruption, such contractor, consultant or individual may be excluded from any involvement in the Project. Such exclusion will be at the sole discretion of the Project Authority based on a reasonable assessment of all the facts at its disposal.
14. Any contract awarded in relation to the Project will commit the contractor, consultant or individual concerned not to involve itself or himself/herself in corruption, whether relating to the specific contract or not, concerning any employee of the Project Authority or any other entity or person having an interest in the Project.
15. The Project Authority in dealing with the pre-qualification of bidders and tenderers, the evaluation of bids and tenders, as well as the award of contracts, will have regard to the use of agents by contractors or consultants, both in the procurement or execution of previous contracts as well as their intended involvement in the Project. Here, the Project Authority will be entitled to assume, unless shown otherwise, that such use or intended use of agents involved or will involve corruption.

Confidential Business Information/Client Privilege

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

Specific Obligations of Prospective Contractors and Consultants:

17. Every prospective contractor or consultant shall at the earliest opportunity in any bid or tendering process disclose to the Project Authority any prior involvement by it or any of its current or former employees in corruption.

18. Every prospective contractor or consultant shall disclose both its past and present use of agents in the procurement or execution of contracts and such disclosure will specifically include the contractual arrangement with such agent including the basis upon which such agent was or will be remunerated.
19. Every prospective contractor or consultant shall at the earliest opportunity in the bidding or tendering processes or at any point during the execution of a contract, disclose to the Project Authority any conflict or potential conflict of interest, whether personal or corporate, whether real or perceived, including but not limited to any employee of the Project having an interest, financial or otherwise, in the contractor or consultant or such contractor's or consultant's proposed involvement in the Project.
20. All contractors and consultants, as well as their employees and agents, as well as employees of the Project Authority, involved in the Project, shall commit themselves to taking all appropriate measures to prevent corruption and shall immediately report to the Project Authority any corruption that comes to their attention, and any failure to so report shall be deemed to constitute corruption.
21. The Project Authority shall do everything in its power to protect the identity of employees who act in terms of their aforesaid obligation to report instances of corruption. In addition, the Project Authority shall seek to ensure that such employees are not victimised or otherwise discriminated against because 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 with the information at its disposal that such corruption has indeed occurred. It will not, however, exercise such rights 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:

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 appropriate training to be presented and will conduct regular audits to ensure compliance by consultants and contractors on the Project