

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



LESOTHO HIGHLANDS WATER PROJECT

REQUEST FOR QUOTATION FOR

CONTRACT LHDA No.1396

PROVISION OF PROFESSIONAL SERVICES TO

CONDUCT ORGANISATIONAL CULTURE AND CLIMATE SURVEY

LHDA
Lesotho Bank Tower
Kingsway
Maseru, Lesotho

October 2025

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



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REQUEST FOR QUOTATIONS

FOR PROFESSIONAL SERVICES TO CONDUCT AN ORGANISATIONAL CULTURE AND CLIMATE SURVEY

1. BACKGROUND

The Lesotho Highlands Water Project (LHWP) is a multi-billion Maloti/Rand bi-national investment project which was established by the Treaty of 1986 signed between the Governments of the Kingdom of Lesotho and the Republic of South Africa (RSA). The LHWP is comprised of large-scale civil engineering, socio economic and environmental aspects. The LHWP is aimed at harnessing the water resources of the highlands of Lesotho through the construction of a series of dams for the mutual benefit of Lesotho and the Republic of South Africa. The first phase (Phase I) of the multi phased project was completed in 2003, and the second phase (Phase II) is currently underway.

The Lesotho Highlands Development Authority (LHDA) is a statutory body constituted under the Lesotho Highlands Development Authority Order No. 23 of 1986 as amended. The LHDA is charged with the responsibility for the implementation, operation and maintenance of the Lesotho Highlands Water Project (LHWP) in Lesotho.

2. INTRODUCTION

The LHDA wishes to undertake an Organisational Culture and Climate Survey in order to assess the perception of its employees towards their work environment and the conditions it provides to motivate and support their performance.

3. INSTITUTIONAL ARRANGEMENTS

The LHDA has a staff complement of approximately three hundred and forty-three (343) staff members based at five (5) different geographical locations. The staff distribution is such that 44% are based in Maseru, 14% in Mphahle, 16% in 'Muela, 16% Katse and 10% in Polihali.

4. OBJECTIVE OF THE SERVICES

LHDA wishes to invite competent and experienced Local or South African Consultants to **conduct an organisational culture and climate survey at all the LHDA sites and subsequently provide recommendations to close the gaps identified.**

5. SCOPE OF SERVICES

To carry out the Scope of Services for this Contract, the Consultant will be required to undertake the following tasks.

- 5.1 To conduct a literature review and assess LHDA's organizational structure and strategic documents as well as its Human Resources Strategy and Employer Value Proposition documents.
- 5.2 To develop an assessment tool, that can be administered both in English and Sesotho.
- 5.3 The Consultant is to provide a brief as to how the survey will be conducted, for LHDA's acceptance.
- 5.4 To conduct an Organisational Culture and Climate Survey for LHDA, at all its five (5) sites as stated in **Section 3 – Institutional Arrangements above**.
- 5.5 To analyse the data obtained and present the analysis as a report, providing graphics where necessary.
- 5.6 From the survey findings, identify major areas of vulnerability and risks and propose practical and realistic measures to address the gaps that will have been identified.
- 5.7 To prepare a draft report of the findings, which the Consultant will be required to present to LHDA Management and LHWP Project authorities, if required.
- 5.8 The Consultant will be required to note any and all comments provided by LHDA Management and LHWP authorities and address them before submitting the final report to the LHDA.
- 5.9 The Consultant will be deemed to have fulfilled their requirements under this contract, when all deliverables adhere to the agreed LHDA specifications and scope, each deliverable has been formally accepted by the LHDA and LHDA accepts and approves the Final Organisational Culture and Climate Survey Report.

6. DELIVERABLES

The following deliverables are to be provided in two (2) printed copies and one (1) electronic copy.

6.1 Inception Report

The Inception Report should outline how the survey is to be conducted and provide the tool to be used. The report should also provide a detailed project implementation programme in the form of a Gantt chart showing key tasks,

milestones and their linkages. To be presented a week following the award of the contract to the preferred Consultant.

6.2 Data Analysis Report

To provide a dashboard version of the report, showing a graphic representation of all the areas assessed and the prevailing trend and/or findings.

6.3 Draft Organisational Culture and Climate Survey Report

Prepare draft Organisational Culture and Climate Survey Report (both aggregated and disaggregated by Branch and Manager) by within one week following the completion of data collection.

6.4 Presentation of the Draft Organisational Culture and Climate Survey Report

Present draft Organisational Culture and Climate Survey Report to Management and relevant LHWP project authorities, if so required for LHDA 's acceptance within one week following preparation of a draft report.

6.5 Final Organisational Culture and Climate Survey Report

Submit the final Organisational Culture and Climate Survey report for LHDA's acceptance and approval after having incorporated all the comments from the LHDA Team, LHDA Management and LHWP Authorities.

6.6 For the Consultant's deliverables under this contract to be deemed completed and accepted, the Consultant must:

6.6.1 Ensure that the deliverable meets the contract scope and requirements.

6.6.2 Ensure that all relevant documents are signed off by the LHDA, after the submission of each deliverable.

6.6.3 Meet the agreed Contract timelines for the deliverables.

6.6.4 Prepare and present the Draft and Final Reports of the Organisational Culture and Climate Survey to the LHDA Team, Management and LHWP Authorities, if so required.

7. INSTRUCTIONS TO BIDDERS

LHDA invites competent and experienced Local or South African consultants to **conduct an organisational culture and climate survey** at all LHDA offices and to

present the findings in a report with recommendations on how to close the identified gaps.

7.1 Full Scope of Services

Proposals must be made for the full Scope of Services as specified under **Section 5 - Scope of Services and include a sample report template.**

7.2 Proposals must be in English and must have a detailed quotation (break-down), itemizing the required services.

7.3 The proposals will be assessed both Technically and Financially. The evaluation Criteria for the Technical assessment is given in **Section 12.1** and the evaluation criteria (formula) to the financial proposal is given in **Section 12.2 below.**

7.4 This procurement process will be assessed based on the proposed methodology, experience, capacity of consultant (resources), report template structure and cost.

7.5 Irrevocability of Proposal

All submitted proposals are irrevocable after the due submission date until the expiry date of the bid validity period indicated below, and as such the Consultant binds him/herself that he/she will enter into negotiations with LHDA based on the submitted proposal.

7.6 Bid Validity

Bids must be valid for at least one hundred and twenty (120) days after the closing date, and the prices will be firm until the submission and acceptance of the Final Report by the LHDA.

7.7 Cost of Preparation of Proposal

The Consultant shall bear all costs associated with the preparation and submission of its Proposal including any other costs relating to subsequent negotiations with the LHDA. LHDA is not bound to accept any proposal and reserves the right to annul the process at any time prior to Contract award, without thereby incurring any liability to the Consultant.

7.8 Currency

Prices quoted are to be in Lesotho Loti (LSL) or South African Rand (ZAR).

7.9 Taxes

The successful Consultant will be subject to taxation laws applicable in the Kingdom of Lesotho at time of bidding and must comply with the Tax

Requirements as given in **Annexure 3 – Tax Requirement**, which shall form part of the Contract Document.

7.10 Modification of Terms of the RFQ

LHDA reserves the right to modify the terms of this Request for Quotations at any time in its sole discretion. This includes the right to cancel this Request for Quotations at any time prior to entering into a contract with the successful bidder; notice to that effect shall be given to all bidders.

7.11 Acceptance of Proposal

This Request for Quotations should not be construed as an agreement to provide the required services. LHDA is not bound to enter into a contract with the company that submits the lowest priced quotation. Proposals will only be assessed in terms of the evaluation criteria, as given in **Section 12 – Evaluation of Proposals**.

7.12 Ownership of Bids

All documents submitted to the LHDA become the property of the LHDA.

7.13 Confidentiality of Information

All proposals submitted shall be held in strict confidence and will not be revealed to any other party.

All Information pertaining to the LHDA, obtained as a result of participation in this procurement process is confidential and must not be disclosed without written authorisation from the LHDA.

7.14 Acceptance of Terms

All terms and conditions of this Request for Quotations are deemed to be accepted by the Consultants and incorporated by reference in their proposals, except such conditions and provisions that are expressly excluded. There will be an opportunity to review these conditions upon selection of the successful Consultant and during subsequent negotiations.

The successful Consultant's proposal or sections thereof may form part of the final contract.

7.15 Preparation of Proposals

The Consultant shall prepare the proposals, as described in this section, and follow the format detailed hereunder:

- 7.15.1 Title Page with a title of the Quotation, Consultant's name and address, contact person and contact telephone number and email address.
- 7.15.2 An introductory letter addressed to the Chief Executive of the LHDA, identifying full details of the Consultant and signed by the person or persons authorized to sign on behalf of the Consultant, and bind the Consultant to statements made in the Bid document.
- 7.15.3 Table of Contents including page numbers.
- 7.15.4 Company or Individual consultant's Profile or CVs on similar projects, preferably conducted in Lesotho and /or RSA.
 - a) Client's name & contact details
 - b) Brief project description
 - c) Project duration
 - d) Total Project cost
 - e) Exact service performed
 - f) The Consultant must provide full but concise information on the Individual or company or firm's experience in relation to the services to be provided.
- 7.15.5 Names of at least two previous Clients where similar services were provided, with contactable details.
- 7.15.6 If the Consultant is a Company, the Consultant shall submit the company profile together with proof of company registration i.e. Traders License, VAT certificate and/or Tax Clearance Certificate etc.
- 7.15.7 Pricing of the Bid
Consultants are to price their bids in the following format.
 - a) The bid must have a detailed cost breakdown for each task associated with the provision of the service.
 - b) Prices should be for the entire study.
 - c) Quote prices excluding VAT.
 - d) VAT to be shown separately below the price (if applicable).
 - e) The validity of the price must be shown on the bid.
 - f) All pages of the quote should have the company letterhead, if applicable.

8. CLARIFICATIONS

Requests for clarifications and/or further information **must** be directed in writing to the following email address:

procurement@lhda.org.ls

9. DURATION OF ASSIGNMENT

LHDA will enter into a once-off contract with the preferred Consultant. The contract will manage the rights and obligations of the Parties for the anticipated duration of three (3) months.

10. SUBMISSION OF PROPOSALS

- 10.1 Technical Proposal shall be placed in a sealed envelope clearly marked **“Technical Proposal”, “PROVISION OF PROFESSIONAL SERVICES TO CONDUCT AN ORGANISATIONAL CULTURE AND CLIMATE SURVEY”**.
- 10.2 Financial Proposal shall be placed inside of a sealed envelope clearly marked **“FINANCIAL PROPOSAL”**.
- 10.3 The separate and sealed envelopes containing the Technical and Financial Proposals shall be placed in one envelope and sealed. This outer envelope shall bear the name of the company or individual consultant as well as the procurement, being **THE PROVISION OF PROFESSIONAL SERVICES TO CONDUCT AN ORGANISATIONAL CULTURE AND CLIMATE SURVEY.**
- 10.4 The quotations are to be deposited into the LHDA Tender Box located on the 7th floor, LHDA Tower Building (formerly Lesotho Bank Tower Building) – Kingsway Road Maseru, **on or before 17:00s on Friday 14th November 2025.**
Late submissions will NOT be accepted.
- 10.5 The use of courier services is at Consultants’ own risk.

11. PROPOSAL TIME FRAMES

- | | | |
|----|---------------------------|------------------------------------|
| a) | Submission of Quotations: | 14 th November 2025. |
| b) | Completion of evaluation: | Within two weeks after submission. |
| c) | Notification of Award: | Three weeks after evaluation. |
| d) | Commencement of Study | Within one week after award. |

12. EVALUATION OF BID DOCUMENTS

The Technical Proposal will account for 70% of the total Bid score while the Financial Proposal (cost) will account for 30% of the Bid score.

- 12.1. **Technical Evaluation Proposal(s), which obtains less than 70%, will be excluded for further consideration and their Financial Proposal(s) will be returned to respective companies unopened.**

The technical evaluation of the proposals shall be assessed against the following criteria:

S/N	Criteria	Score
A	Responsiveness of Quotation (10 points) Clarity, completeness, and conformity with RFQ requirements (10)	10
B	Relevant Experience & Track Record (25 points) - Company/individual experience with similar projects (10) - Sample report template demonstrating relevance and quality (10) - References from at least two clients in Lesotho/RSA (5)	25
C	Technical Capacity & Resources (20 points) - Adequacy of staff numbers and qualifications (10) - Relevant experience of team members (10)	20
D	Approach & Methodology (35 points) - Work programme clarity and feasibility (10) - Appropriateness of methodology to objectives (25)	35
E	Value-Add (10 points) (<i>Optional, but recommended</i>) Innovation, local context awareness, or added benefits beyond RFQ requirements (10)	10
	Total (T_s)	100

12.2. Financial Evaluation

- a) The lowest-priced proposal will score 100 points

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

Where:

F_s = Financial Score of company being evaluated
 P = Price of company being evaluated
 P_o = Lowest price

12.3. Combined Evaluation Score

The combined technical and financial score for each qualifying proposal will be the addition of the Technical Score (T_s) weighted by 70% and Financial Score (F_s) weighted by 30% as follows:

$$\text{Combined and Final Score (C}_s\text{)} = 0.7 \times T_s + 0.3 \times F_s$$

Where:

C_s = Combined and Final Score
T_s = Technical Score
F_s = Financial Score

13. CONTRACT NEGOTIATIONS

The preferred Consultant will be notified and maybe invited for a Clarifications Meeting (negotiations) with the LHDA. If the clarifications/negotiations fail, LHDA will inform the preferred Consultant in writing and may then invite the next-ranked Consultant to negotiate a Contract.

14. CONTRACT DOCUMENT

The successful Consultant will enter into a contract with the LHDA, for the **PROVISION OF PROFESSIONAL SERVICES TO CONDUCT AN ORGANISATIONAL CULTURE AND CLIMATE SURVEY**. The format of the contract is given in Annexure 1 – Contract Template.

15. LHDA ANTI-CORRUPTION POLICY

The LHDA requires compliance with the Lesotho Highlands Water Project's Anti-Corruption Policy included in Annexure 2, the policy will form part of the contract.

16. LHDA DISCRETION ON NON-CONFORMITIES

LHDA shall have the right to condone any nonconformities with the RFQ by the Consultant and may request such a Consultant to submit the necessary information or documentation, within a reasonable period of time, provided that such condonation and request for further information is aimed at promoting fairness, competitiveness amongst the Consultants and cost effectiveness.

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LESOTHO HIGHLANDS WATER PROJECT

CONTRACT LHDA No.

**PROVISION OF PROFESSIONAL SERVICES TO CONDUCT
ORGANISATIONAL AND CLIMATE SURVEY**

ANNEXURE 1: CONTRACT TEMPLATE



AGREEMENT

CONTRACT LHDA NO. ...

**PROVISION OF PROFESSIONAL SERVICES TO CONDUCT
ORGANISATIONAL CULTURE AND CLIMATE SURVEY**

BETWEEN

LESOTHO HIGHLANDS DEVELOPMENT AUTHORITY

AND

[NAME OF THE CONSULTANT]



AGREEMENT OF SERVICE

1. PARTIES:

LESOTHO HIGHLANDS DEVELOPMENT AUTHORITY

A body corporate established in terms of the LHDA Order No. 23 of 1986 as amended and duly represented herein by the LHDA CHIEF EXECUTIVE (hereinafter referred to as "The Client")

AND

[CONSULTANT NAME]

(hereinafter to be referred to as 'the Consultant')

2. PREAMBLE:

WHEREAS the Lesotho Highlands Development Authority is charged with the responsibility for the implementation, operation and maintenance of Lesotho Highlands Water Project (hereinafter to be referred to as "the LHWP") in Lesotho and the power for the discharge of such responsibilities.

AND WHEREAS the CLIENT has expressed an intention to the CONSULTANT to provide PROFESSIONAL SERVICES TO CONDUCT AN ORGANISATIONAL CULTURE AND CLIMATE SURVEY based on the general scope provided in clause 2.4.

AND WHEREAS the CONSULTANT is desirous of providing the aforesaid consultancy services to the CLIENT under an Agreement, hereinafter referred to as "the Agreement of Service" in return for the payment.

3. GENERAL CONDITIONS OF THE CONTRACT

3.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this contract, shall have the following meanings.

"Agreement" means the Agreement as set out in this document together with the annexure(s) (if any) hereto and any agreed written amendments which shall constitute a contract.

"Applicable Law" means the governing Law of the Kingdom of Lesotho.



“Client” means the Lesotho Highlands Development Authority.

“Contract” means this Agreement entered into between the Client and the Consultant.

“LHWC” means the Lesotho Highlands Water Commission.

“Party/Parties” means either the Client and/or the Consultant.

“Services” means the services to be provided by the Consultant pursuant to this Agreement as described in the Scope of Services.

“Consultant” means the party who has been engaged by the Client for the fulfillment of the Services.

3.2 Assignment and/or Cession

The Consultant shall not, without the prior written approval and consent of the Client, assign or cede or transfer his/her obligations under this Agreement or any part thereof.

3.3 Taxation

The Consultant shall comply with the relevant and applicable taxation laws of Lesotho and comply with the tax requirements as annexed hereto.

3.4 Governing Law

The governing law of this Agreement shall be the laws of the Kingdom of Lesotho.

3.5 Relations between the Parties

Nothing contained herein shall be construed as establishing the relation of master and servant or of agent and principal or of employer and employee as between the Client and the Consultant.

3.6 Anti-Corruption between the Parties

The Parties shall take all appropriate measures to prevent and combat corruption and to refrain from engaging in corrupt activities in connection with their involvement in this Agreement. The Parties shall comply with the provisions of the LHWP Anti-Corruption Policy, which is annexed to this Agreement.

4. DURATION

The Services shall be for once off.



5. THE SCOPE OF SERVICES

The Consultant will be required to undertake the following tasks.

- 5.1 To conduct a literature review and assess LHDA's organizational structure and strategic documents as well as its Human Resources Strategy and Employer Value Proposition documents.
- 5.2 To develop a questionnaire or assessment tool (both in English and Sesotho) and indicate how the survey will be conducted for LHDA's acceptance.
- 5.3 To conduct an Organisational Culture and Climate Survey for LHDA from all its five (5) locations.
- 5.4 To prepare and present an analysis report of the data obtained.
- 5.5 Identify major areas of vulnerability and risks associated with survey findings and propose practical and realistic measures to address the gaps that will have been identified.
- 5.6 To prepare a draft report (both aggregated and disaggregated by Branch and Manager) of the Consultant's findings which will be presented to LHDA Management and relevant LHWP Project authorities, if so required, for LHDA's acceptance.
- 5.7 To provide a dashboard version of the report for analysis and comparison
- 5.8 To ensure that all relevant documents are signed after every delivery stage.
- 5.9 To ensure that the delivered items adhere to agreed LHDA specifications.
- 5.10 Presentation and Delivery of the first draft report should be within one week following preparation of a draft report.
- 5.11 Presentation and Delivery of the Final Report within one week following the presentation of a draft report.

6. OBLIGATIONS OF THE CONSULTANT

The Consultant shall exercise reasonable skill, care and diligence in the performance of his/her obligations under the Agreement in accordance with generally accepted techniques, practices, professionalism and consulting standards recognized by international professional bodies. The Consultant shall always act in respect of any matter relating to this Contract or to the Services, as



a faithful adviser to the Client and shall at all times support and safeguard the Client's legitimate interests.

7. OBLIGATIONS OF THE CLIENT

- 7.1 The Client shall be obliged to pay the Consultant in terms of Clause 8 below.
- 7.2 The Client shall be obliged to provide the Consultant with relevant information as and when required.

8. PAYMENT CONDITIONS

- 8.1 Payment of services provided shall be in accordance with the financial proposal of the Consultant.
- 8.2 The Lesotho Withholding Tax for the services carried out in Lesotho, shall be deducted from the professional fees, and paid to the Revenue Services Lesotho (RSL) by the LHDA on behalf of the Consultant.
- 8.3 Reimbursable expenses shall comprise reasonable travel costs within Lesotho on the basis of:
 - 8.3.1 Mileage costs shall be charged at a rate approved as travel allowance in accordance with the LHDA mileage rates. The mileage costs shall be applicable for travel in Lesotho while performing contract services.
 - 8.3.2 Costs for accommodation within registered hotels and meals while performing the services under this Agreement in Lesotho shall be reimbursed upon submission of relevant and appropriate receipts.
 - 8.3.3 Telephone, telex, telefacsimile and other out of pocket expenses directly related to this Agreement.

All other reimbursable expenses while performing the services under this Agreement shall be substantiated by invoices and receipts,

9. INVOICING

Tax Invoices shall be submitted following the provision of service in any given month or completed milestone together with any reimbursable costs, if applicable. Invoices will be settled within thirty (30) days of presentation, by direct transfer to a designated bank account of the Consultant.

The Consultant shall provide originally signed bank destination instructions on:

- 9.1 Bank name, address and sort code



9.2 Beneficiary name (i.e. account title)

9.3 Account number

9.4 Any special instructions

10. LIABILITY OF THE CONSULTANT

The Consultant shall be liable to the Client for the performance of the services in accordance with the provisions of this Contract and for any loss or damage suffered by the Client as a result of negligence, default or omission of the Consultant, Consultant Agent in such performance, subject to the following limitations:

10.1 The Consultant shall not be liable for any loss or damage caused by or arising out of the negligence, default or omission of any person other than the Consultant and/or the Consultant Agent or Employee;

10.2 The Consultant shall not be liable for any loss or damage caused by or arising out of the circumstances over which the Consultant had no control.

11. CONFIDENTIALITY

In accepting this Agreement, the Consultant agrees that all knowledge and information not already considered within the public domain, which may be acquired by virtue of this Agreement, shall at all times and for all purposes be regarded by him/her as strictly confidential, be held in confidence and shall not be directly or indirectly disclosed by the Consultant to any person whatsoever except with the written permission of the Client.

12. BREACH

If either Party to this Agreement breaches this Agreement, other than a breach of payment obligation, and fails to remedy the breach within fourteen (14) calendar days after receipt from the other Party calling upon to do so, the other Party may cancel this Agreement and recover such damages under the law as have been sustained.

13. FORCE MAJEURE

13.1 For the purposes of this Agreement, "Force Majeure" means an event that is beyond the reasonable control of a Party and that makes a Party's performance of its obligations hereunder impossible in the circumstances, and includes, but is not limited to, war, riots, hostilities (whether war is declared or not), invasions, act of foreign enemies,



rebellion, revolution, insurrection or military or usurped power, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

Force Majeure shall not include any event that is caused by the negligence or intentional action of a Party or such Party's subcontractors or agents or employees.

- 13.2 The failure of a Party to fulfill any of its obligations under this Agreement shall not be considered to be a breach of, or default under, the Agreement in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Agreement.
- 13.3 Neither Party shall have any claim against the other Party for any delay or failure by the affected Party to carry out any of its obligations under this Agreement arising from or attributable to Force Majeure.
- 13.4 During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant shall not be entitled to continue to be paid under the terms of this Agreement.
- 13.5 Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

14. SUSPENSION AND TERMINATION OF AGREEMENT

- 14.1 The Client may, by written Notice of Suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Agreement, including the carrying out of the Services, provided that such Notice of Suspension:
 - (a) Shall specify the nature of the failure, and
 - (b) Shall request the Consultant to remedy such failure within a period not exceeding fourteen (14) days after receipt by the Consultant of such Notice of Suspension



14.2 Termination by the Client

The Client may terminate this Agreement after the occurrence of any of the events specified in paragraphs (a) to (g) of this Clause, by giving not less than twenty-one (21) days' Notice of Termination to the Consultant.

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 14.1, within fourteen (14) days of receipt of such notice of suspension or within such further period as Client may have subsequently approved in writing.
- (b) If the Consultant becomes insolvent or bankrupt, is placed under sequestration including provisional sequestration or enters into any agreements with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation whether compulsory or voluntary.
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 14 of this Agreement.
- (d) If the CONSULTANT submits to the Client a statement that has a material effect upon the rights, obligations or interests of Client and which the Consultant knows to be false.
- (e) If, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than fifty-six (56) days.
- (f) If the Consultant fails to comply with the provisions of the LHWP Anti- Corruption Policy
- (g) If the Consultant fails to comply with the provisions of Annexure 3 - Tax Requirements.

14.3 Termination by the Consultant

The Consultant may terminate this Agreement after the occurrence of any of the events specified in paragraphs (a) to (d) of this Clause, by giving not less than twenty-eight (28) days' notice of termination to the Client.

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Agreement within fifty-six (56) days after receiving written notice from the Consultant that such payment is overdue.
- (b) If the Client is in material breach of its obligations pursuant to this



Agreement and has not remedied the same within fifty-six (56) days (or such longer period as the Consultant may have subsequently agreed in writing) following the receipt by the Client of the Consultant's notice specifying such breach;

- (c) If, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than fifty-six (56) days;
- (d) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause 15 of this Agreement.

14.4 Cessation of Rights and Obligations

Upon termination of this Agreement pursuant to Clause 14.2 and 14.3 or upon expiration of this Agreement all rights and obligations of the Parties hereunder shall cease except:

- (a) Such rights and obligations as may have accrued on the date of termination or expiration;
- (b) The obligations of confidentiality set forth in Clause 11;
- (c) Any right that a Party may have under the Applicable law.

14.5 Cessation of Services

Upon termination of this Agreement by notice of either Party to the other, the Consultant shall take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. To this end, except as otherwise directed by the Client, the Consultant shall:

- (a) Stop work under the Agreement on the date and to the extent specified in the Notice of Termination and place no further orders or sub-contracts;
- (b) Terminate all orders and subcontracts to the extent that they relate to the performance of Services terminated;
- (c) With respect to documents prepared by the Consultant under this Contract, transfer title and deliver to the Client as directed all completed or partially completed reports, information and other property that would be required to be furnished to the Client under the Agreement



- (d) Complete performance of that part of the Services that has not been terminated by the Notice of Termination;
- (e) Take such action as may be necessary for the protection of the property related to this Agreement that is in the possession of the Consultant and to which the Client has title.

15. DISPUTE RESOLUTION

- 15.1 If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute will, within twenty-eight (28) days of a written request from one Party to the other, meet in a good faith effort to resolve the dispute. If the dispute is not resolved within twenty-eight (28) days of the meeting being held or such other period as may be agreed by the Parties, the Parties shall proceed to Arbitration as per Clause 15.2 below.

Arbitration

- 15.2 Any dispute that cannot be resolved amicably within twenty-eight (28) days or such other period as may be agreed by the Parties, after receipt by one (1) Party of the other Party's request for such amicable resolution, the dispute shall be settled finally in accordance with the provisions of the Arbitration Act No. 12 of 1980 of Lesotho and subsequent amendments thereof.
- 15.3 The arbitration proceedings shall be held in Maseru.

16. BANKING DETAILS OF THE CONSULTANT

Bank Name:	...
Account Name:	...
Branch Name:	...
Branch Code:	...
Account Number:	...
Routing Number/IBAN:	...
Swift Code:	...

17. DOMICILIUM

The domicilium citandi et executandi of the Client is:

Lesotho Highlands Development Authority



3rd Floor, LHDA Tower Building (formerly the Lesotho Bank Tower building)
Kingsway Road
Maseru 100
Lesotho

The domicilium citandi et executandi of the CONSULTANT:

...

...

...



The Parties hereto have caused this Agreement to be executed in accordance with the laws of the Kingdom of Lesotho on the day, month and year indicated below.

For and on behalf of the LESOTHO HIGHLANDS DEVELOPMENT AUTHORITY:

Thus done and signed at Maseru on this _____ day of _____
2025.

Signature: _____
LHDA Chief Executive

Name: _____

As Witness:

Signature: _____

Name: _____

For the CONSULTANT:

Thus, done and signed at _____ on this ____ day of _____
2025.

Signature: _____

Name: [Consultant's Name]

As Witness:

Signature: _____

Name: _____

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



LESOTHO HIGHLANDS WATER PROJECT

CONTRACT LHDA No. ...

**PROVISION OF PROFESSIONAL SERVICES TO CONDUCT
ORGANISATIONAL CULTURE AND CLIMATE SURVEY**

ANNEXURE 2: LHWP ANTI-CORRUPTION POLICY

LHWP ANTI-CORRUPTION POLICY - 2019

Adopted by the Lesotho Highlands Water Commission in April 2019

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

Definitions:

2. In this Policy:
 - 2.1. the Lesotho Highlands Water Project will be referred to as the Project and includes Phases IA, IB and II thereof;
 - 2.2. the Project Authority includes the Lesotho Highlands Water Commission ("the LHWC") and the Lesotho Highlands Development Authority ("the LHDA").
 - 2.3. employees of the Project Authority include employees and board members of the LHDA and employees of and delegates to the LHWC;
 - 2.4. in the context of this Policy, an agent is not a *bona fide* business, practice or individual which provides facilitation services to consultants and contractors for the purposes of registration with government authorities and for obtaining the necessary licenses, permits and clearances to 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 consultants for purposes of assisting consultants and contractors to comply with the legal requirements for permitting, licensing and registration.

Background:

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

Principles:

6. All people 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 people 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 apply to all contractors and consultants involved in the Project, including the pre-qualification of consultants and tenderers (where applicable), the evaluation of bids and tenders and the award of contracts.
9. Henceforth every contract entered into under the Project shall provide for the incorporation of this Policy into such contract.
10. The provisions of this Policy shall apply to the employment and the conduct of employees of the Project Authority.
11. The provisions of this Policy shall apply to recipients of compensation in terms of the Project.
12. For the purposes of this Policy corruption shall include the following:
 - 12.1. A “corrupt practice”, such being the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of any person or entity in connection with the Project.
 - 12.2. A “fraudulent practice”, such being any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, any person or entity in connection with the Project, to obtain a financial or other benefit or to avoid an obligation.
 - 12.3. A “collusive practice”, such being an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of any person or entity in connection with the Project. Such practices may include:
 - 12.3.1. Corporate conflict of interest, where two or more firms are engaged in joint pursuits elsewhere with a common business goal such that the firm or its employees “have the potential or ability to influence or be influenced in their judgement or evaluation of an offer, bid or tender of one of the firms engaged with them elsewhere such that the evaluation/assessment cannot be completely impartial/unbiased and objective”; or

- 12.3.2. Perceived conflict of interest, defined as “when a third party observing the procurement process considers the process to be influenced or biased based on the perception of business or other relationships between the corporate entities”.
- 12.4. Bias when dealing with claims and variation orders during administration of the contract. A “coercive practice”, such being impairing or harming, or threatening to impair or harm, directly or indirectly, or to influence improperly, any person or entity in connection with the Project.
- 12.5. An “obstructive practice”, such being:
 - 12.5.1. the destroying, falsifying, altering or concealing of evidential material relevant to an investigation, as referred to in paragraphs 28 and 29 hereunder, or the making of false statements to investigators in order to materially impede such investigation; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to such investigation or from pursuing such investigation; or
 - 12.5.2. acts intended to materially impede the exercise of the Project Authority’s right to access to information, as referred to in paragraphs 28 and 29 hereunder.

Participation in Contracts:

- 13. Where a contractor or consultant, or any employee or former employee of such contractor or consultant, or any individual, was previously involved or implicated in corruption, such contractor, Consultant or individual may be excluded from any involvement in the Project. Such exclusion will be at the sole discretion of the Project Authority based on a reasonable assessment of all the facts at its disposal.
- 14. Any contract awarded in relation to the Project will commit the contractor, Consultant or individual concerned not to involve itself or himself/herself in corruption, whether relating to the specific contract or not, concerning any employee of the Project Authority or any other entity or person having an interest in the Project.
- 15. The Project Authority in dealing with the pre-qualification of consultants 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 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 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 Consultant. After a preliminary investigation, they report to the Chief Executive (CE) if the matter does not involve the CE otherwise the case is reported to the Audit and Risk Chairperson for further investigation.

23. All contractors and consultants, as well as their employees and agents, as well as employees of the Project Authority, involved in the Project, shall, if called upon to do so, fully co-operate with the Project Authority and/or the Lesotho Director of Public Prosecutions or any person designated by him, in any investigation into allegations of corruption, whether against them or their employee or agent, or against any other entity or person.

Sanctions:

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

Investigation and Access to Information:

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

30. The investigation referred to in paragraphs 28 and 29 shall be conducted by independent investigators appointed by the LHDA Board or the LHWC.

Ethics, Training and Compliance:

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

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ANNEXURE 3: TAX REQUIREMENTS

TAX REQUIREMENTS

Taxation

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

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

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

Tax Registration

Entities planning to submit tenders for contracts with LHDA should research the requirements which can be found in:

Companies Act no 18 of 2011.

The Income Tax Act 1993.

VAT Act 2001

The Phase II Agreement.

Double Taxation Agreement between Lesotho and South Africa.

Invoice Compliance and Tax Declaration

Payment of Invoices/Certificates will be subject to submission of the contracting party's declaration on a separate tax declaration form, with original receipts attached, of all taxes paid in terms of Article 14(20) of the Agreement on Phase II – including Expatriate PAYE; Corporate taxes; Dues & Charges; Fringe Benefits tax, etc.