

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



LESOTHO HIGHLANDS WATER PROJECT

REQUEST FOR PROPOSALS FOR

CONTRACT LHDA NO. 1399

**PROVISION OF PROFESSIONAL SERVICES TO
CONDUCT A NETWORK ARCHITECTURE AND INFRASTRUCTURE ASSESSMENT,
REDESIGN AND IMPLEMENTATION**

LHDA Tower
Kingsway
Maseru, Lesotho

October 2026

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SECTION 1 – LETTER OF INVITATION

CONTRACT LHDA No.: 1399

REQUEST FOR PROPOSALS FOR PROVISION OF SERVICES TO CONDUCT A NETWORK ARCHITECTURE AND INFRASTRUCTURE ASSESSMENT, REDESIGN AND IMPLEMENTATION

Title: Letter of Invitation

Dear Sir/Madam

The Lesotho Highlands Water Project (LHWP) is a multi-disciplinary, multi-phase, bi-lateral project undertaken by the Governments of the Kingdom of Lesotho and of the Republic of South Africa in accordance with a Treaty signed between the two countries in 1986. The Lesotho Highlands Development Authority (LHDA) is a statutory body constituted under the Lesotho Highlands Development Authority Order No. 23 of 1986. The LHDA is charged with the responsibility for the implementation, operation and maintenance of the Lesotho Highlands Water Project (LHWP) in Lesotho.

LHDA requires the services of a highly qualified and experienced Consultant/Consultancy Firm to provide Consultancy services to **Conduct a Network Architecture and Infrastructure Assessment, Redesign and Implementation** for the LHDA

This proposal may form the basis for future negotiations and, ultimately, a contract between your firm and the Lesotho Highlands Development Authority (LHDA). More details on the specific services to be provided are included in the Scope of Services (**Section 3**).

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

The RFP includes the following documents:

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

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

Event	Date	Time
Pre-Proposal Meeting	30 October 2026	10h00
Deadline for submission of requests for clarification to LHDA	06 November 2026	17h00
Last date for issuance of clarifications by LHDA	17 November 2026	17h00
Deadline for submission of Proposals (Closing Date)	30 November 2026	12h00
Contract Negotiations	28 January 2027	11h00
Notification of Award	04 February 2027	12h00
Contract Signing	10 February 2027	11h00
Commencement Date	-	-

Details on the proposal’s submission date, time and address are provided in the Instructions to Bidders.

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SECTION 2 – STANDARD INSTRUCTIONS TO BIDDERS AND DATA SHEET

LHDA Tower
Kingsway
Maseru, Lesotho

October 2026



SECTION 2A – STANDARD INSTRUCTIONS TO BIDDERS

A. GENERAL PROVISIONS

1. Definitions

- (a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Bidder.
- (b) “Applicable Guidelines” means the policies of the Lesotho Highlands Development Authority (LHDA) governing the selection and Contract award process as set forth in this RFP.
- (c) “Applicable Law” means the laws and any other instruments having the force of law in the Kingdom of Lesotho.
- (d) “Bidder” means a legally established professional consulting firm or an entity that submits a Proposal to provide the Services to the Client under the Contract.
- (e) “Client” means the Lesotho Highlands Development Authority (LHDA).
- (f) “Consultant” means the professional firm or individual named in the Agreement, who is employed by the Client to perform the Services, and legal successors to the Consultant and permitted assignees.
- (g) “Contract” means a legally binding written agreement signed between the Client and the Bidder and includes all the attached documents listed in the General Conditions of Contract, Particular Conditions and Appendices.
- (h) “Data Sheet” means an integral part of the Standard Instructions to Bidders Section 2 that is used to reflect specific conditions of the assignment to supplement, but not to over-write, the provisions of the Instructions.
- (i) “Day” means a calendar day.
- (j) “Experts” means, collectively, Key Staff, Support Staff, or any other personnel of the Bidder, Sub-consultant or Joint Venture member(s).
- (k) “Government” means the government of the Kingdom of Lesotho.
- (l) “Joint Venture (JV)” means an association with or without a legal personality distinct

from that of its members, of more than one Bidder where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.

- (m) “Key Staff” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Bidder’s Proposal.
- (n) “Instructions” (this Section 2 of the RFP) means the Standard instructions to Bidders that provide the Bidders with all information needed to prepare their Proposals.
- (o) “LOI” (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted or interested Bidders.
- (p) “Programme” means a linked bar (Gantt) chart showing the start and finish dates, interdependencies, and resources of the activities required to execute the Services and Works.
- (q) “Proposal” means the Technical Proposal and the Financial Proposal of the Bidder.
- (r) “RFP” means the Request for Proposals to be prepared by the Client for the selection of Bidders.
- (s) “Services” means the work to be performed by the Bidder pursuant to the Contract.
- (t) “Sub-consultant” means an entity to whom the Bidder intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.
- (u) “Support Staff” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- (v) “SoS” (Section 3 of the RFP) means the Scope of Services that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

- 2.1 The LHDA intends to select a consultant using the Quality, Preference and Cost-Based selection method.
- 2.2 Bidders are invited to submit a Technical Proposal and a Financial Proposal for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Bidder.
- 2.3 The Bidders should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-bid meeting and site visit, if specified in the **Data Sheet**. Attending any such pre-proposal conference is at the Bidders’ expense.

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

3. Conflict of Interest

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

- 3.2 The Bidder must comply with the LHWP Anti-Corruption Policy.

- 3.2.1 In addition, the Bidder shall not be hired under the circumstances set forth below:

- (a) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.
- (b) Conflict among consulting assignments: a Bidder (including its Key Staff and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Bidder for the same or for another Client.
- (c) Relationship with the Client's staff: a Bidder (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Client, or is directly or indirectly involved in any part of (i) the preparation of the Scope of Services for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the LHDA throughout the selection process and the execution of the Contract.

4. Unfair Competitive Advantage

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

5. Corrupt and Fraudulent Practices

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

- 5.2 In further pursuance of this policy, the Bidder shall permit and shall cause its agents, Experts, Sub-consultants, services providers, or suppliers to permit the LHDA to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in the case of an award), and to have them audited by auditors appointed by the LHDA.

6. Eligibility

- 6.1 The LHDA permits Bidders (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services.
- 6.2 Furthermore, it is the Bidder's responsibility to ensure that its Experts, Joint Venture members, Sub-consultants, agents (declared or not), service providers, suppliers and/or their employees meet the eligibility requirements as established by the LHDA.
- 6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above:
- 6.3.1 A firm or an individual sanctioned by the LHDA or the Funder (if applicable) in accordance with the above Clause 5.1 shall be ineligible to be awarded any contracts under the Lesotho Highlands Water Project (LHWP), or to benefit from any LHWP contracts, financially or otherwise, during such period of time as the LHDA shall determine.

7. Prohibitions

- 7.1 Firms and individuals of a country or goods manufactured in a country may be ineligible:
- 7.1.1. as a matter of law or official regulations, if the Kingdom of Lesotho prohibits commercial relations with that country; or
- 7.1.2. by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Kingdom of Lesotho prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

8. Restrictions for Government - Owned Enterprises

- 8.1 Government-owned enterprises or institutions in the Kingdom of Lesotho shall be eligible only if they can establish that they
- a) are legally and financially autonomous,
 - b) operate under commercial law, and
 - c) that they are not dependent agencies of the Client.
- 8.2 To establish eligibility, the government-owned enterprise or institution should provide all relevant documents (including its charter) sufficient to demonstrate that it is a legal entity separate from the government; it does not currently receive any substantial subsidies or budget support; it is not obligated to pass on its surplus to the government; it can acquire rights and liabilities, borrow funds, and can be liable for repayment of debts and be declared bankrupt; and it is not competing for a contract to be awarded by the government department or agency which, under the applicable laws or

regulations, is its reporting or supervisory authority or has the ability to exercise influence or control over it.

9. Restrictions for Public Employees

9.1 Government officials and civil servants of the Kingdom of Lesotho are not eligible to be included as Experts in the Bidder's Proposal unless such engagement does not conflict with any employment or other laws, regulations, or other policies of the Kingdom of Lesotho, and they

9.1.1 are on leave of absence without pay or have resigned or retired.

9.1.2 are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring.

a) in case of resignation or retirement, for a period of at least 6 (six) months, or the period established by statutory provisions applying to civil servants or government employees in the Kingdom of Lesotho, whichever is longer.

b) Experts who are employed by the government-owned universities, educational or research institutions are not eligible unless they have been full-time employees of their institutions for a year or more prior to being included in Bidder's Proposal; and

c) their hiring would not create a conflict of interest.

B. PREPARATION OF PROPOSALS

10. General Considerations

10.1 In preparing the Proposal, the Bidder is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

11. Cost of Preparation of Proposal

11.1 The Bidder shall bear all costs associated with the preparation and submission of its Proposal, and the Client will not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidder.

12. Language

12.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Bidder and the Client, shall be written in the English language.

13. Documents Comprising the Proposal

13.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.

13.2 The Bidder shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section

5) in accordance with the Lesotho Highlands Water Project's Anti-Corruption Policy (Section 6).

14. Restrictions

14.1 The Bidder (including the individual members of any Joint Venture and sub-consultants) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Bidder, including any Joint Venture member or sub-consultant, submits or participates in more than one proposal, they will be requested to confirm, in writing, in which proposal they will be participating in.

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

15. Proposal Validity

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

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

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

16. Extension of Validity Period

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

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

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

17. Substitution of Key Staff

17.1 Substitution of Key Staff is permissible only with prior written approval of the Client. If approved, the principle of "equal or better" will apply.

18. Sub-Contracting

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

19. Clarification and Amendment of the RFP

19.1 The Bidder may request a clarification of any part of the RFP during the period

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

19.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by electronic means. The amendment shall be sent to all Bidders provided copies of the RFP and will be binding on them. Bidders shall acknowledge receipt of all amendments in writing.

19.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the Bidders reasonable time.

20. Preparation of Proposals – Specific Considerations

20.1 While preparing the Proposal, the Bidder must give particular attention to the following:

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

20.1.2. In the case of prequalification, a shortlisted Bidder must obtain the written approval of the Client to associate with other consultants prior to the submission of the Proposal. When associating with non-shortlisted firms in the form of a Joint Venture or a sub-consultancy, the shortlisted Bidder shall be a lead member. If shortlisted Bidders associate with each other, any of them can be a lead member

21. Technical Proposal Format and Content

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

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

22. Financial Proposal

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

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

23. Price Adjustment

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

C. SUBMISSION, OPENING AND EVALUATION

24. Submission, Sealing, and Marking of Proposals

- 24.1 The Bidder shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 13 (Documents Comprising Proposal). The submission shall be made as specified in the Data Sheet.
- 24.2 An authorized representative of the Bidder shall sign the original submission letters in the required format for both the Technical Proposal and the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.
- 24.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.
- 24.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Proposal.
- 24.4 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.
- 24.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "TECHNICAL PROPOSAL", "[Name of the Assignment] ", reference number, name and address of the Bidder, and with a warning "DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF TECHNICAL PROPOSAL SUBMISSION DEADLINE]."
- 24.6 Similarly, the original Financial Proposal shall be placed inside of a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the name of the assignment, reference number, name and address of the Bidder, and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL."
- 24.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed in one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Bidder's name and the address, and shall be clearly marked "DO NOT OPEN BEFORE [INSERT THE TIME AND DATE OF THE SUBMISSION DEADLINE INDICATED IN THE DATA SHEET]".
- 24.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.
- 24.9 The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Client no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by

the Client after the deadline shall be declared late and rejected and promptly returned unopened.

25. Confidentiality

- 25.1 From the time the proposals are opened to the time the Contract is awarded, the Bidder should not contact the Client on any matter related to its Technical or Financial Proposal. Information relating to the evaluation of proposals and award recommendations shall not be disclosed to the Bidders who submitted the proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.
- 25.2 Any attempt by Bidders or anyone on behalf of the Bidder to influence improperly the Client in the evaluation of the proposals or Contract award decisions may result in the rejection of its Proposal.
- 25.3 Notwithstanding the above provisions, from the time of the proposals' opening to the time of Contract award publication, if a Bidder wishes to contact the Client on any matter related to the selection process, it should do so only in writing.

26. Opening of Technical Proposals

- 26.1 The Client's evaluation committee will conduct the opening of the Technical Proposals, which will not be open to the public. A list of the bids received will be provided to the Bidders as indicated on the Data Sheet. The envelopes with the Financial Proposal shall remain sealed and securely stored until they are opened in accordance with Clause 29 of these Instructions.
- 26.2 The summary of proposals received will include:
- a) the name and the country of the Bidder or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members;
 - b) the presence or absence of a duly sealed envelope with the Financial Proposal;
 - c) and any modifications to the Proposal submitted prior to proposal submission deadline

27. Proposals Evaluation

- 27.1 Subject to provision of Clause 21.1 of these Instructions, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.
- 27.2 The Bidder is not permitted to alter or modify its Proposal in any way after the proposal submission deadline. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

28. Evaluation of Technical Proposals

- 28.1 The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Scope of Services and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in Section 7.

Each responsive proposal will be given a technical score. A proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in Section 7.

29. Opening of Financial Proposals

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

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

30. Correction of Errors

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

31. Time-Based Contracts

31.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will

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

32. Lump Sum Contracts

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

33. Taxes

33.1 The Bidder and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract. Information on taxes in the Kingdom of Lesotho is detailed in Section 11.

34. Currency

34.1 The Bidder must express the price for its Services in the national currency (Maloti), using the selling exchange rate as per the Central Bank of Lesotho thirty (30) days prior to the date of submission of the proposals (the closing date). It should be noted that the Lesotho Loti (LSL) is equivalent (pegged one to one) to the South African Rand (ZAR).

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

35. Combined Quality, Preference and Cost Evaluation

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

36. Disqualification

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

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

36.3 Staff inputs in the Proposal which do not meet the requirements of the Terms of Reference, may be deemed non-compliant and may be rejected.

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

D. NEGOTIATIONS AND AWARD

37. Negotiations

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

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

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

38. Availability of Key Staff

38.1 The Bidder shall not propose alternative Key Staff. Only one CV shall be submitted for each Key Staff position.

- 38.2 The invited Bidder shall confirm the availability of all Key Staff included in the Proposal as a prerequisite to the negotiations.
- 38.3 Key Staff are required to be available for in-person interviews during negotiations. Failure to confirm the availability of Key Staff may result in the rejection of the Bidder's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Bidder. 3
- 38.4 Notwithstanding the above, the substitution of Key Staff at the negotiations may only be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Bidder, including but not limited to death or medical incapacity. In such case, the Bidder shall offer a substitute Key Staff within the period of time specified in the letter of invitation to negotiate the Contract. The named substitute/alternative shall have equivalent or better qualifications and experience than the original candidate

39. Conclusion of Negotiations

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

40. Award of Contract

- 40.1 After completing the negotiations, the Client will sign the Contract; publish the award information as per the instructions in the Data Sheet; and promptly notify the other Bidders who submitted Proposals.
- 40.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

SECTION 2B – DATA SHEET

A. General	
Reference Clause	
2.2	The name of the assignment is: CONTRACT LHDA NO.1399 - PROFESSIONAL SERVICES TO CONDUCT NETWORK ARCHITECTURE AND INFRASTRUCTURE ASSESSMENT, REDESIGN AND IMPLEMENTATION
2.3	A mandatory pre-proposal meeting will be held Date of pre-proposal meeting: 30 October 2026
2.4	The Client will provide the following inputs to facilitate the preparation of the Proposals: i) Project overview & objectives & ii) Current network diagrams.

B. Preparation of Proposal	
13.1	The Proposal shall comprise the following: 1st Inner Envelope with the Technical Proposal: (a) Power of Attorney to sign the Proposal & the Contract (b) 4A: Technical Proposal Submission Form (c) 4B: Description of Bidder's Organization (d) 4C: Description of Approach, Methodology and Project Organization (e) 4E: Work Programme (f) 4F: Description of Team Composition (g) 4G: Curriculum Vitae (h) 4H: Comments on the Scope of Service AND 2nd Inner Envelope with the Financial Proposal: (a) 5A: Financial Proposal Submission Form (b) 5B: Summary of Financial Proposal (c) 5C: Breakdown of Financial Remuneration for Professional Fees

	<p>(d) 5D: Breakdown of Financial Remuneration for Reimbursable Expenses</p> <p>(e) 5E: Breakdown of Financial Remuneration for Field Investigations</p>
15.1	Proposals must remain valid for [120 days] calendar days after the proposal submission deadline (i.e. until: 30 March 2027).
19.1	<p>Clarifications may be requested not later than [Ten (10)] days prior to the submission deadline or by 06 November 2026.</p> <p>The contact information for requesting clarifications is: E-mail: procurement@lhda.org.ls</p>
20.1	Bidders are invited to submit bids as a Single Entity, Joint Venture or Consortium
23.1	<p>A price adjustment provision shall apply: [Yes]</p> <p>[In accordance with Sub Clause 5.1.6 of the Particular Conditions of Contract.]</p>
C. Submission, Opening and Evaluation	
24.1	The Bidder shall submit their Proposal only according to 24.4 below.
24.2	<p>The written confirmation of authorization to sign on behalf of the Bidders shall consist of: Power of Attorney or any official document that can indicate that the signatory has obtained the authority to sign the documents on behalf of the company.</p> <p>Failure to sign the Proposal shall result in disqualification.</p>
24.4	<p>The Bidder shall submit:</p> <p>(a) Technical Proposal:</p> <p>One (1) original and five (5) copies, and one (1) electronic copy in portable document format (.pdf); however, the Work Programme shall also be submitted in its native file format (MS Project). The portable storage for the technical proposal shall be sealed in the same envelope as the Technical Proposal. Hard copies will be considered as the official copies in all respects and not the electronic copy submissions.</p> <p>(b) Financial Proposal:</p> <p>One (1) original and five (5) copies of the Financial Proposal, and one (1) electronic copy in the form of portable document format (.pdf); however, summary and breakdown of Financial</p>

	Remuneration shall also be submitted in Microsoft Excel. The portable storage for the financial proposal shall be sealed in the same envelope as the Financial.
	Proposal. Hard copies will be considered as the official copies in all respects and not the electronic copy submissions.
24.7 and 24.9	<p>The Proposals must be submitted not later than: Date: 30th November 2026.</p> <p>Time: 12H00 Lesotho Standard Time</p> <p>The Proposal submission address is: LHDA Tower 7th Floor Kingsway Road Maseru, Lesotho</p>
D. Clarification/Negotiations and Award	
37.1	<p>Expected date and address for contract negotiations:</p> <p>Date: 28th January 2027 (tentative date but will be confirmed with preferred Bidder)</p> <p>Address: LHDA Tower 7th Floor Kingsway Road Maseru, Lesotho</p>
40.1	<p>The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following: www.lhda.org.ls</p> <p>The publication will be posted within fourteen (14) days after the contract signing.</p>
40.2	<p>Expected date for the commencement of the Services: The commencement date shall be agreed upon with successful bidder following contract award. The Services shall commence in Maseru, in the Kingdom of Lesotho.</p>

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



LESOTHO HIGHLANDS WATER PROJECT

REQUEST FOR PROPOSALS FOR

CONTRACT LHDA NO. 1399

PROVISION OF PROFESSIONAL SERVICES TO

**CONDUCT A NETWORK ARCHITECTURE AND INFRASTRUCTURE ASSESSMENT,
REDESIGN AND IMPLEMENTATION**

SECTION 3 – SCOPE OF SERVICES

LHDA Tower Kingsway
Maseru, Lesotho

October 2026

SECTION 3 – SCOPE OF SERVICES

Contract No: 1399

**Contract Name: PROVISION OF PROFESSIONAL SERVICES TO CONDUCT A
NETWORK ARCHITECTURE AND INFRASTRUCTURE ASSESSMENT,
REDESIGN AND IMPLEMENTATION**

3.1. 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. 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 and tunnels 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), headquartered at LHDA Tower in Maseru, is responsible for implementing, operating, and maintaining the Lesotho Highlands Water Project (LHWP). As part of its operations, the LHDA maintains an extensive ICT infrastructure that connects its Head Office with multiple remote field operations branches located across the Lesotho highlands. The organisation has a total staff complement of approximately 375 employees, with 150 employees based at the Headquarters in Maseru and the remainder distributed across four major operational sites.

The Katse Operations branch, located around 211 kilometres from the Headquarters, employs about 60 staff members and serves as the base for operations around the Katse Dam, the largest water storage facility within the LHWP. The Mphahle Operations branch, which supports operations at the Mphahle Dam and its associated infrastructure, employs approximately 50 staff members and is situated about 95 kilometres from Maseru. The Muela Operations branch, which focuses on operations related to the Muela Hydropower Station and water delivery systems, employs around 55 staff members and is located approximately 155 kilometres from Maseru. The Polihali Operations branch, which supports ongoing construction and operational activities under the Phase II expansion of the LHWP, employs about 60 staff members and is located approximately 315 kilometres from the Headquarters.

3.2. Rationale and Objectives of the Project

3.2.1 Rationale for the Project

The LHDA Field Operations Branches are located in geographically challenging highland terrains, with some requiring access via narrow mountain roads. The physical separation of these facilities, combined with the unique environmental conditions at each branch, necessitates a robust, reliable, and well-designed network infrastructure to ensure seamless communication, data access, and service delivery across all sites. The LHDA is therefore seeking the services of a Service Provider to conduct a comprehensive Network Architecture and Infrastructure Assessment to evaluate the current state of its ICT systems, identify gaps and risks, and propose a future-state network design that aligns with the Authority's strategic objectives and operational requirements, covering all its sites. Subsequent to the assessment and future-state design, the Service Provider will be required to redesign and fully implement the network, ensuring that the recommended architecture is deployed, tested, and optimized across all LHDA sites to provide a modern, secure, and resilient ICT environment.

This RFP is aligned with the LHDA ICT Strategy, whose vision is to be a trusted digital enabler, empowering the organisation with secure, scalable, and intelligent ICT solutions. The network redesign and implementation project is therefore part of the broader digital transformation programme, supporting data-driven decision-making, operational effectiveness, and enhanced service delivery.

3.2.2 Objective of the Project

LHDA wishes to engage the services of a competent and experienced service provider to assist LHDA in conducting a comprehensive assessment of LHDA's existing network architecture and ICT infrastructure, identifying gaps, risks, and opportunities for enhancement. The consultant will provide recommendations to modernize and future-proof the network to meet operational, security, and regulatory requirements. This will be carried out in alignment with the ICT Strategic Goals, specifically strengthening ICT governance and risk management, enabling data-driven decision making through reliable connectivity, advancing enterprise architecture integration, embedding robust cybersecurity and compliance measures, building intelligent infrastructure to support innovation, and enhancing ICT operations and service delivery for long-term sustainability.

3.3. Scope of Services

3.2.1 General Project Scope

The LHDA has approximately three hundred and seventy-five (375) computer network users distributed across five (5) geographically dispersed locations. The user distribution is as follows:

- Maseru: ~43%
- Mohale: ~15%
- Muela: ~18%
- Katse: ~19%
- Polihali: ~6%

Each of these locations hosts a local data centre supporting business and operational systems.

Given this wide geographic distribution of users and infrastructure, LHDA requires a modernised and resilient network architecture that embeds strong governance, risk management, and security controls as part of all infrastructure upgrades. The redesigned network must support real-time data availability for dashboards and monitoring, accommodate large data volumes from operational and enterprise systems (including ERP platforms, IoT sensors, and monitoring tools), and enable informed decision-making through continuous visibility of uptime, latency, and throughput.

The network must be scalable, fully integrated, and interoperable, supporting enterprise systems such as ERP, CRM, EAM, GIS, and financial management platforms. Accordingly, the scope of services shall include, but not limited to, the network design and architecture requirements set out in the section below:

- a) Traffic Management and Segmentation
- b) High Availability and Resilience
- c) Network Performance
- d) Secure-by-Design Architecture
- e) Addressing and Naming Standards
- f) Network Monitoring and Management
- g) Cloud Enablement and Hosting Capability
- h) Business Enablement and Continuity
- i) Support for Operational Technology and Advanced Analytics

3.2.2 Detailed Scope of Services

In carrying out the Scope of Services for this Contract, the Consultant will

explicitly address ICT strategic priorities, including enabling enterprise-wide integration, supporting cybersecurity resilience, preparing infrastructure for intelligent monitoring, and ensuring ICT governance and compliance are embedded in the deployed solution. The Consultant will be required to undertake the following tasks;

- a) To conduct a full network assessment of LHDA's LAN, WAN, data centre, wireless, and remote access
- b) To review network resilience (redundancy via load balancing and automatic failover capabilities, disaster recovery readiness, and business continuity planning).
- c) To assess network performance (capacity, throughput, latency, and bandwidth utilization).
- d) To audit network documentation, including as-built diagrams, configurations, asset registers, and existing IP addressing schemes and naming conventions, and to identify gaps against best practice standards.
- e) To assess data centre/server room readiness (cabling, power, cooling, and physical security).
- f) To evaluate network management tools and real-time monitoring capabilities.
- g) To design a modernized, secure, and scalable network architecture to replace or upgrade the existing infrastructure. The redesign should incorporate industry's best practices, align with LHDA's operational requirements, and address identified gaps in performance and resilience, define standardised IP addressing and naming standards, support network segmentation, and ensure readiness for hybrid cloud, Platform-as-a-Service (PaaS), and operational technology integration.
- h) To develop an implementation plan with prioritized recommendations, timelines, and cost implications. The plan should incorporate health and safety protocols for all on-site activities, including equipment installation, cabling, and testing, in compliance with LHDA's SHEQ standards.
- i) To supply, configure, and deliver all required network equipment and software including core routers, firewalls, switches, wireless access points, structured cabling, cloud connectivity components, and real-time monitoring and analytics tools.
- j) To oversee the installation and configuration of the new equipment across LHDA Headquarters and the four remote sites at Katse,

Mohale, Muela, and Polihali, including the migration of services from the existing network to the redesigned infrastructure with minimal disruption. The implementation will also include the configuration and optimization of network services such as security policies, VPN connectivity, redundancy features (including load balancing and automatic failover), Cloud and OT connectivity, and real-time monitoring tools to ensure compliance with best practice standards.

- k) To provide rigorous testing including integration testing, performance validation, and failover simulation to confirm that the network meets the agreed performance and reliability requirements, followed by optimization to fine-tune performance in line with LHDA Network Performance targets.
- l) To conduct comprehensive training and knowledge transfer for LHDA ICT staff, offering formal training, hands-on sessions on daily operations, troubleshooting, and maintenance, while also producing detailed “as-built” documentation that captures the deployed configuration, addressing schemes, and naming standards.
- m) To provide post-implementation support for a minimum of twelve (12) months, supported by service level agreements that define response and resolution times for critical issues to ensure effective operations during the stabilization period.

3.3 Deliverables and Payment Schedules

3.3.1 Deliverables

The below deliverables are to be submitted to the Client in one printed copy and one electronic copy in PDF format and native format (e.g. MS Word, Excel etc.).

a) *Inception Report*

The Consultant shall be required to submit a detailed inception report outlining the consultant’s understanding of the assignment, proposed methodology, refined scope, timelines, and resource plan. This will also include an initial risk assessment and a project communication plan.

b) *Comprehensive Network Assessment Report*

The Consultant shall submit a full assessment report detailing the current state of LHDA’s network infrastructure, including LAN, WAN, data centre, wireless, remote access systems, and related hardware and software. This report should incorporate network diagrams, configuration summaries, inventory of assets, and

evaluation of current operational practices.

c) *Recommendations Report*

The Consultant will be required to present actionable recommendations addressing the identified gaps, risks, and inefficiencies. Recommendations should include justifications for each proposed change.

d) *Network Design*

The Consultant will be required to provide a conceptual and detailed design for modernized, secure, and scalable network architecture. They will be required to produce a Future-State Network Design Document that outlines the proposed architecture, technologies, topology diagrams, security framework, and scalability considerations based on the assessment findings. This should align with LHDA's strategic objectives and incorporate best practices in network resilience, and performance management.

e) *Implementation Plan*

Provide implementation plan with minimal disruptions. Having incorporated the LHDA comments, the Consultant will be required to present a phased and priced implementation plan outlining recommended interventions, project timelines, resource requirements, estimated budgets, risks, management strategies, dependencies and milestones. This roadmap will serve as a blueprint for executing the proposed network upgrades. The plan should include a Health and Safety Management Plan outlining risk mitigation strategies, PPE requirements, emergency procedures, and compliance with LHDA's occupational safety standards.

f) *Operational Network Deployment*

A fully functional and operational network infrastructure implemented across all LHDA sites, accompanied by User Acceptance Testing and formal sign-off by LHDA to confirm successful completion.

g) *Knowledge Transfer*

Having incorporated the LHDA comments, the Consultant will be required to provide structured formal training and knowledge-sharing sessions with LHDA ICT staff to ensure proper understanding of the assessment findings, recommendations, and future-state design. This may include workshops, handover sessions, and mentoring as appropriate.

h) As-Built Documentation and Training Reports

Comprehensive “as-built” documentation that captures the exact deployed configuration, together with training reports confirming successful knowledge transfer to LHDA ICT staff.

i) Post-Implementation Support Agreement

A formal post-implementation 12-month hand-holding support agreement that defines the scope of vendor support services, service level agreements (SLAs), and escalation procedures to ensure continued network stability.

3.3.2 Payment Schedule

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

Table 2: Payment Schedule

No.	Deliverable	Payment proportion (%)
3.4.2.1	Inception report	5
3.4.2.2	Comprehensive Network Assessment Report	10
3.4.2.3	Recommendations Report	5
3.4.2.4	Network Design	20
3.4.2.5	Implementation Plan	5
3.4.2.6	Operational Network Deployment	30
3.4.2.7	Knowledge Transfer	5
3.4.2.8	As-Built Documentation and Training Reports	10
3.4.2.9	Post Implementation Support Agreement	10

3.3.3 Coordination

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

3.3.4 OEM Operation Certifications Requirement

Bidders must submit valid and current **Original Equipment Manufacturer (OEM)** operation certifications as part of their proposal.

These certifications must confirm that the bidder is officially authorized by the OEM to supply, install, and support the proposed equipment or software. Documentation should clearly demonstrate the bidder's status as a certified partner or reseller, and include evidence of technical competency, product-specific training, and eligibility to access OEM support services. Certifications must be verifiable and relevant to the products being offered. Proposals lacking proper OEM certification may be deemed non-compliant and excluded from further evaluation.

Additionally, for Joint Venture and Sub-Contractors, OEM certifications and technical qualifications must be provided for all parties responsible for delivering key components of the project. Failure to disclose or properly document these arrangements may result in disqualification.

3.3.5 Compliance with Legal and Governance Requirements

All bidders, including joint ventures and subcontractors, must demonstrate full compliance with applicable governance laws and regulations, including but not limited to the **Protection of Personal Information Act (POPIA)** and the **Electronic Communications and Transactions Act (ECTA)**. Proposals must include a clear statement of adherence to these laws, along with supporting documentation or policies that outline data protection measures, cybersecurity protocols, and lawful handling of electronic communications. Where personal data is processed or stored, bidders must detail safeguards in place to ensure confidentiality, integrity, and lawful access. Non-compliance or failure to address these legal obligations may result in disqualification or legal liability during contract execution

3.3.6 Cost Associated with Project

The cost of all activities and items described in the scope of services, shall be assumed to be included in the Consultant's financial proposal.

3.3.7 Contract Duration

This project is to be carried out over a period of Twenty-Four (24) months.

3.3.8 Reference Documents

The Consultant will be allowed to access, review and refer to some of the technical documents that bear relevance to the project. Apart from the reference materials listed below, the consultant may decide to include other relevant literature that would help to successfully execute the project.

3.3.9 Reporting

The Consultant shall document sufficient, reliable, relevant, and useful information to support the engagement findings and recommendations

for each milestone. The findings and recommendations of each milestone shall be disseminated to relevant parties/management and other Project authorities as will be advised by the LHDA.

3.3.10 Information and Facilities to be Made Available by the Client

1. On award, the Client will provide LHDA-generated documentation and information relating to the LHDA that may be required by the Consultant to pursue the tasks under the Scope of Services.
2. The Client will provide written confirmation of the Consultant's participation in the Project (e.g. Letters of Introduction) for the purposes of undertaking this assignment e.g. for obtaining work permits as required by the laws of Lesotho. While the Client may provide assistance where possible, it is solely the Consultant's responsibility to comply with the laws of Lesotho.
3. The LHDA will be responsible for the provision of office accommodation being an office (e.g. desk, chair and power supply).

3.3.11 Facilities to be Provided by the Consultant

1. The Consultant shall be responsible for providing their own transport for the execution of the Services.
2. Costs to produce reports including office equipment shall be at no additional cost to the Client.

3.3.12 Key Personnel and Qualifications Required

The Consultant should have at least five (5) years of demonstrated experience in carrying out Network Assessments or ICT related assessments for large-scale multidisciplinary organisations.

The Consultancy/organisation shall provide suitably qualified and competent personnel to carry out all the Services under this Contract. The following are the required key personnel and qualifications, which should be provided as a minimum to effectively undertake the Contract. The Consultant should demonstrate the below stated qualification and experience.

All personnel shall be proficient in verbal and written communication skills augmented by professional use of Microsoft Office, strategic thinking, planning, design and analytic skills, with the ability to develop creative solutions to support the management of change. All communication is to be in English.

All field personnel is required to comply with LHDA's health and safety protocols and be equipped with appropriate PPE for remote and highland environments.

1. Technical Expert

Responsibilities: Provides overall strategic oversight, ensures alignment with LHDA's objectives, manages executive-level reporting, and serves as the final escalation point.

2. Project Manager

Responsibilities: Manages project execution, coordinates deliverables, monitors timelines and risks, oversees logistics for site visits, and acts as the day-to-day liaison between LHDA and the consultant team.

3. Senior Network Architect

Responsibilities: Leads the technical design and analysis of the network. Develops the future-state network architecture, ensuring alignment with best practices, scalability, and security requirements.

4. Network Engineers

Responsibilities: Conduct on-site technical assessments of LAN, WAN, wireless, and data centre infrastructure. Perform configuration reviews, network mapping, and performance assessments.

Table 3: Key Personnel and Expertise Required

Personnel Required	
Personnel	Qualifications
Technical Expert	<p>Qualifications: Minimum of a Master's degree in IT, Computer Science, or related field.</p> <p>Experience: At least 10 years of experience in ICT consulting and network transformation projects, with proven leadership of multi-site infrastructure assessments.</p>
Project Manager	<p>Qualifications: Master's degree in IT, Project Management, Business or related. PMP®, or PMBOK, or PRINCE2®, or equivalent certification.</p> <p>Experience: At least 5 years of experience in ICT project management, preferably within large infrastructure or public sector organizations.</p>

Senior Network Architect	<p>Qualifications: Bachelor's degree in Computer Networking or related field, plus advanced vendor certifications such as Cisco CCNP/CCIE, CISSP/CISM, Fortinet NSE 5–7, Juniper JNCIP/JNCIE, or MTCINE (MikroTik Certified Inter-networking Engineer).</p> <p>Experience: At least 5 years of experience in enterprise network architecture design</p>
Network Engineers	<p>Qualifications: Diploma or degree in IT/Networking and certifications such as Cisco CCNA/CCNP, Fortinet NSE 4+, or CompTIA Network+.</p> <p>Experience: Minimum of 5 years of experience in enterprise network administration and troubleshooting.</p>

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



LESOTHO HIGHLANDS WATER PROJECT

REQUEST FOR PROPOSALS FOR

CONTRACT LHDA NO. 1399

PROVISION OF PROFESSIONAL SERVICES TO

**CONDUCT A NETWORK ARCHITECTURE AND INFRASTRUCTURE ASSESSMENT,
REDESIGN AND IMPLEMENTATION**

SECTION 4 – TECHNICAL PROPOSAL

LHDA Tower
Kingsway
Maseru, Lesotho

October 2026

LESOTHO HIGHLANDS DEVELOPMENT AUTHORITY

Contract No.: 1399

Contract Description: Provision of Professional Services to Conduct a Network Architecture and Infrastructure Assessment, Redesign and Implementation

Checklist for RFP Completeness – Technical Proposal

This checklist is provided to assist consultants in ensuring the completeness of the proposals submitted.

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

RFP Section	Description	Included (Y/NA)?
4A	Technical Proposal Submission Form	
4A	Powers-of-Attorney for Authorized Signatures, as required	
4A	List of Sub-consultants, as required	
4A	JV Agreement or Letter of Intent to form JV, as required	
4B	Description of Consultant's Organization	
4B	Company Data Form(s)	
4B	Project Data Sheets	
4C	Description of Approach, Methodology and Project Organization	
4D	Proposed Work Breakdown Structure	
4E	Work Programme	
4F	Description of Team Composition	
4F	Summary of Staff Input for Services to be Performed	
4G	Curriculum Vitae	
4H	Comments on Scope of Services	

NO FINANCIAL INFORMATION SHALL BE INCLUDED IN TECHNICAL PROPOSAL

SECTION 4A – TECHNICAL PROPOSAL SUBMISSION FORM

Contract No.: 1399

Contract Description: Provision of Professional Services to Conduct a Network Architecture and Infrastructure Assessment, Redesign and Implementation

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

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

We agree that this offer will remain open for your acceptance at any time until the latest of:

- the end of the period specified in your Request for Proposals
- expiry of at least twenty-one (21 days) written notice to terminate this Proposal given by us.

We hereby declare that:

1. All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client.
2. Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 15.1.
3. We have no conflict of interest in accordance with Clause 3 of the Instructions.
4. We meet the eligibility requirements as stated in Clause 6 of the Instructions, and we confirm our understanding of our obligation to abide by the LHWP's Anti-Corruption Policy.
 - a. We certify that this is a bona fide proposal, intended to be competitive, and that we have not fixed or adjusted the amount of the proposal by, under, or in accordance with any agreement or arrangement with any other person.
 - b. We also certify and warrant that we have not committed, and undertake that we will not commit at any time before the date fixed for submission of proposals, any of the following acts:
 - i. Communicating to any person other than the person calling for this proposal the amount or approximate amount of the proposal.

- ii. Entering into any arrangement with any person that he shall refrain from proposing, or as to the amount of any proposal to be submitted.
 - iii. Paying or giving or offering or agreeing to pay or give any sum of money or valuable consideration directly or indirectly or through an intermediary agency to any person for doing or having done or causing to be done in relation to any other proposal or proposed proposal for the Services any actor thing of the sort described above.
5. In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the Kingdom of Lesotho.
 6. Except as stated in the Data Sheet, Clause 15.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in Clauses 15 and Clause 38.3 of the Instructions may lead to the termination of Contract negotiations.
 7. Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

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

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

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

(IF CONSULTANT IS A CORPORATION)

Signed by:

(name)

(signature)

(title)

Authorized signatory, under Board Resolution dated _____

(Attach certified copy of Board Resolution)

(IF CONSULTANT IS A PARTNERSHIP OR JOINT VENTURE)

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

JOINT VENTURE MEMBER 1

Signed by:

(name)

(signature)

(title)

Authorized signatory, under Board Resolution dated _____

(Attach certified copy of Board Resolution)

JOINT VENTURE MEMBER 2

Signed by:

(name)

JOINT VENTURE MEMBER 3

Signed by:

(name)

(signature)

(title)

Authorized signatory, under Board Resolution dated

(Attach certified copy of Board Resolution)

JOINT VENTURE MEMBER 4

Signed by:

(name)



SECTION 4B – CONSULTANT'S ORGANIZATION AND EXPERIENCE

Contract No.: 1399

Contract Description: Provision of Professional Services to Conduct A Network Architecture and Infrastructure Assessment, Redesign and Implementation

PART I – CONSULTANT'S ORGANIZATION

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

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

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

PART II – CONSULTANT'S EXPERIENCE

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

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



COMPANY DATA FORM

1. Legal Name of Firm:
2. Type of Company (partnership, etc.):
3. Years in Business:
4. Gross Revenues over the last three (3) years:
(attach audited financial statements)
5. Company Address:
6. Name and Contact Information for Authorized Representative *(if submission is made as a JV, include only one person to be contacted in reference to this Proposal)*
7. Company Organization: *(attach chart if required)*
8. General Description of Services Provided (indicate particular specialties):
9. Associations
10. Staff: *Indicate total number of staff including principals, professionals, and support staff. Professionals should be categorized by discipline*
11. Demonstrate financial capacity to undertake the services to be performed under this contract.

PROJECT DATA SHEET

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

Note: Careful completion of this form is sufficient for this section and as such, general company brochures are strongly discouraged. A maximum of ten (10) data sheets shall be submitted with the proposal. Each shall be accompanied by a reference from the Employer/Client.

SECTION 4C – DESCRIPTION OF APPROACH, METHODOLOGY, AND PROJECT ORGANIZATION

Contract No.: 1399

Contract Description: Provision of Professional Services to Conduct a Network Architecture and Infrastructure Assessment, Redesign and Implementation

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

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

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

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

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

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

Include an organization chart that illustrates the following:

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

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

Limit this section to twenty (20) pages

**SECTION 4D – PROPOSED WORK BREAKDOWN
STRUCTURE**

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

Notes:

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

SECTION 4E – WORK PROGRAMME

Contract No.: 1399

Contract Description: Provision of Professional Services to Conduct a Network Architecture and Infrastructure Assessment, Redesign and Implementation

Provide a resource-loaded programme in the form of a linked bar (Gantt) chart prepared using MS Project 2010 showing the inputs of Key and Support Staff required to complete all activities. This programme shall be consistent with the staff inputs proposed in Section 4F. The chart shall be based on a comprehensive work plan for the execution of the Services. Outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client and regulatory agencies), and tentative delivery dates of reports and other deliverables. The proposed plan should be consistent with the technical approach and methodology, showing your understanding of the SoS and ability to translate them into a feasible working plan.

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

Calendar time shall be shown in months,
where: 1 calendar month = 173.33 billable
hours. 1 week = 5 billable days.

1 day = 8 billable hours.

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

SECTION 4F – TEAM COMPOSITION AND KEY STAFF INPUTS

Contract No.: 1399

Contract Description: Provision of Professional Services to Conduct a Network Architecture and Infrastructure Assessment, Redesign and Implementation

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

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

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

SECTION 4G- CV FORMAT

Curriculum Vitae

Name of Expert:

Proposed Position:

Company/Consortium:

Gender:

Nationality:

Date of Birth:

Education

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

Professional Registration

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

Other Training

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

Countries of Work Experience

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

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

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

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:

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

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

Project 1:

Dates: start/end

Locations:

Client:

Project Description:

Positions Held:

Activities Performed:

Contract Value:

Project 2:

Dates: start/end

Locations:

Client:

Project Description:

Positions Held:

Activities Performed:

Contract Value:

Project 3:

Dates: start/end

Locations:

Client:

Project Description:

Positions Held:

Activities Performed:

Contract Value:

Certification

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

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

Finally, I hereby confirm my availability to commence work on this project, from_____.

Name of Candidate

Signature

Date

Notes:

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

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

Contract No.: 1399

Contract Description: Provision of Professional Services to Conduct a Network Architecture and Infrastructure Assessment, Redesign and Implementation

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

1. Scope of Services

Describe improvements to the Scope of Services.

2. Facilities to be provided by the client

Include comments on facilities to be provided by the Client.

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



LESOTHO HIGHLANDS WATER PROJECT

REQUEST FOR PROPOSALS FOR

CONTRACT LHDA NO. 1399

PROVISION OF PROFESSIONAL SERVICES TO

**CONDUCT A NETWORK ARCHITECTURE AND INFRASTRUCTURE ASSESSMENT,
REDESIGN AND IMPLEMENTATION**

SECTION 5 – FINANCIAL PROPOSAL

LHDA Tower
Kingsway
Maseru, Lesotho

October 2026

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

Contract No.: 1399

Contract Description: Provision of Professional Services to Conduct a Network Architecture and Infrastructure Assessment, Redesign and Implementation

Checklist for RFP Completeness – Financial Proposal

This checklist is provided to assist consultants in assuring the completeness of the proposal prior to submission to the LHDA. This document must be included in the proposal submitted.

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

All pages of the original Proposal shall be initialled, where there are entries, by the same authorized representative of the Consultant who signs the Proposal.

SECTION 5A – FINANCIAL PROPOSAL SUBMISSION FORM

Contract No.: 1399

Contract Description: Provision of Professional to Conduct a Network Architecture and Infrastructure Assessment, Redesign and Implementation

We, the undersigned, offer to provide the consulting services for **Contract LHDA No.** [Insert Contract Number] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of [Insert amount(s) in words and (figures)] Maloti, excluding VAT, as adjusted in accordance with the Contract.

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

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

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

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

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

(name and title of signatory)

(signature)

In the capacity of: _____

Address: _____

Email: _____

Notes:

1. Attach summary of company shareholding for each firm, indicating country of origin.
2. For a joint venture, either all members shall sign or only the lead member/consultant, in which case the Board Resolution to sign on behalf of all members shall be attached.
3. Consultants originating in or having consortium members based in the Republic of South Africa shall also submit BEE Accreditation Certificates, failing which, points may be deducted during the bid evaluation process.

SECTION 5B – SUMMARY OF FINANCIAL PROPOSAL

Description	Section	Page	Total Cost (Maloti)
1. Financial Remuneration for Professional Fees			
STAGE 1 – PROVISION OF PROFESSIONAL SERVICES TO CONDUCT A NETWORK ARCHITECTURE AND INFRASTRUCTURE ASSESSMENT, REDESIGN AND IMPLEMENTATION			
Key Staff	5C		
Support Staff	5C		
<i>SUBTOTAL</i>			
<i>VAT (@14%)</i>			
TOTAL FOR PROFESSIONAL FEES			
2. Financial Remuneration for Reimbursable Expenses			
Stage 1 – PROVISION OF PROFESSIONAL SERVICES TO CONDUCT A NETWORK ARCHITECTURE AND INFRASTRUCTURE ASSESSMENT, REDESIGN AND IMPLEMENTATION	5D		
TOTAL FOR REIMBURSABLE EXPENSES			
TOTAL FINANCIAL PROPOSAL (PARTS 1+2)			

PART I – FINANCIAL REMUNERATION FOR SERVICES TO BE PERFORMED UNDER STAGE 1

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

Notes:

- Labour input to be provided using the following assumptions: 1 month = 173.33 billable hours
1 week = 5 days
1 day = 8 billable hours
- The remuneration rates shall comprise a salary (or a base fee), social costs, overheads, profit, and any premium or allowance that may be paid for assignments away from headquarters or a home office.
- Rate details are discussed below:
 - The Salary is the gross regular cash salary or fee paid to the individual in the firm's home office. It shall not contain any premium for work away from

headquarters or bonus (except where these are included by law or government regulations).

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

PART II – FINANCIAL REMUNERATION FOR REIMBURSABLE EXPENSES UNDER STAGE 1

Type of Reimbursable Expense	Unit	Unit Cost (Maloti)	Quantity	Total Cost
Air travel - International <i>(economy class return flights shall be paid at actual cost)</i>	Round-tripticket			
Air travel - Regional <i>(economy class return flights shall be paid at actual cost)</i>	Round-tripticket			
Per diem allowance in Lesotho	Day			
Vehicles	KM			
Living Allowances				
Key Staff	Month			
Support Staff	Month			
Office costs	Month			
Cost of applicable international or local communications such as the use of telephone, cellular phone, facsimile, network server and internet service required for the purpose of the Services	Month			
Drafting and reproduction of reports	Lump Sum			
TOTAL COSTS FOR REIMBURSABLE EXPENSES				

Notes:

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

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



LESOTHO HIGHLANDS WATER PROJECT

REQUEST FOR PROPOSALS FOR

CONTRACT LHDA No. 1399

PROVISION OF PROFESSIONAL SERVICES TO

**CONDUCT A NETWORK ARCHITECTURE AND INFRASTRUCTURE ASSESSMENT,
REDESIGN AND IMPLEMENTATION**

SECTION 6 – LHWP ANTI-CORRUPTION POLICY

LHDA Tower
Kingsway
Maseru, Lesotho

October 2026



LESOTHO HIGHLANDS DEVELOPMENT AUTHORITY

(“LHDA”)

LHWP ANTI-CORRUPTION POLICY

LHWP ANTI-CORRUPTION POLICY - 2019

Adopted by the Lesotho Highlands Water Commission in April 2019

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

Definitions:

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

Background:

3. Phases 1A and 1B of the Project were tainted by corruption which caused the integrity of the Project to be undermined and questioned.
4. Despite the best efforts of the Lesotho prosecuting authorities, working in conjunction with the Project Authority, and by reason of the insidious nature of corruption, the full extent of the corruption in connection with these Phases is not known, nor is the identity of each and every entity or individual involved.
5. In the light of these experiences the Phase II Agreement provides in Article 16 for the development and adoption of an Anti-Corruption Policy for the Project.

Principles:

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

Application of Policy:

8. The provisions of this Policy shall apply to all contractors and consultants involved in the Project, including the pre-qualification of bidders and tenderers (where applicable), the evaluation of bids and tenders and the award of contracts.
9. Henceforth every contract entered into under the Project shall provide for the incorporation of this Policy into such contract.
10. The provisions of this Policy shall apply to the employment and the conduct of employees of the Project Authority.
11. The provisions of this Policy shall apply to recipients of compensation in terms of the Project.
12. For the purposes of this Policy corruption shall include the following:
 - 12.1. A “corrupt practice”, such being the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of any person or entity in connection with the Project.
 - 12.2. A “fraudulent practice”, such being any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, any person or entity in connection with the Project, to obtain a financial or other benefit or to avoid an obligation.
 - 12.3. A “collusive practice”, such being an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of any person or entity in connection with the Project. Such practices may include:
 - 12.3.1. Corporate conflict of interest, where two or more firms are

engaged in joint pursuits elsewhere with a common business goal such that the firm or its employees “have the potential or ability to influence or be influenced in their judgement or evaluation of an offer, bid or tender of one of the firms engaged with them elsewhere such that the evaluation/assessment cannot be completely impartial/unbiased and objective”; or

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

Participation in Contracts:

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

intended involvement in the Project. Here the Project Authority will be entitled to assume, unless shown otherwise, that such use or intended use of agents involved or will involve corruption.

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 Projector contracted to the Project Authority for purposes of carrying out consultancy services related to the implementation of LHWP. Such declarations shall take the form of Non-Disclosure Agreements (NDA), which will be signed by the other party and retained by the Project Authority.

Specific Obligations of Prospective Contractors and Consultants:

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

22. The Project Authority has implemented a “whistle-blower” policy which shall be available for anonymous reporting of corruption or perceived corruption to ensure early warning and reaction by the Authority. All reports shall be treated as confidential and will provide protection/asylum to any party making a disclosure. Thereports 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 doesnot 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 doso, fully co-operate with the Project Authority and/or the Lesotho Director of PublicProsecutions or any person designated by him, in any investigation into allegations of corruption, whether against them or their employee or agent, or against any otherentity 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.
 - 24.1. 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.
25. 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.
26. Determination of a Conflict-of-Interest rests with the Project Authority and not with the respondent.

Investigation and Access to Information:

27. 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 berelevant to such investigation.
28. 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.

29. 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:

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

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



LESOTHO HIGHLANDS WATER PROJECT

REQUEST FOR PROPOSALS FOR

CONTRACT LHDA NO. 1399

PROVISION OF PROFESSIONAL SERVICES TO

**CONDUCT A NETWORK ARCHITECTURE AND INFRASTRUCTURE ASSESSMENT,
REDESIGN AND IMPLEMENTATION**

SECTION 7 – EVALUATION CRITERIA

LHDA Tower
Kingsway
Maseru, Lesotho

October 2026

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

7.1. Technical Proposal

Technical Proposals will be opened first and evaluated based on the following criteria, weighted as indicated:

CRITERION	DESCRIPTION	SCORING	POINTS
1. Comprehension of the Assignment and Proposed Methodology	The bidder's understanding of the assignment, ability to articulate key challenges, and the soundness, clarity, and practicality of the proposed technical approach and methodology to achieve project objectives will be assessed.		15
1.1 Understanding of Assignment Scope	Demonstrates clear understanding of the assignment scope, objectives, and deliverables.	<p>1 Basic understanding. Some key objectives mentioned but not clearly explained.</p> <p>2 Good understanding. Most objectives and deliverables clearly explained.</p> <p>3 Very good understanding. Clear explanation of scope, objectives, and</p>	5

		<p>expected outputs.</p> <p>4 Excellent understanding. Demonstrates deep insight into the assignment and clearly links all activities to objectives and deliverables.</p>	
1.2 Quality of Proposed Methodology	Methodology is technically sound, appropriate, and aligned with project requirements.	<p>1 Basic approach described but lacks detail.</p> <p>2 Clear and logical approach.</p> <p>3 Well-structured and aligned to objectives.</p> <p>4 Excellent, step-by-step, practical approach clearly linked to outputs.</p>	5
1.3 Practicality and Feasibility	Approach is realistic, implementable, and appropriate for the operating environment.	<p>1 Major feasibility concerns.</p> <p>2 Some feasibility concerns generally realistic.</p> <p>3 Very practical and achievable.</p> <p>4 Highly realistic, clearly achievable within constraints and environment.</p>	5
2. Relevant Experience and Past Performance	The bidder's track record in successfully executing similar assignments, including		40

	experience in comparable environments, references from previous clients, and demonstrated outcomes of past projects will be evaluated.		
2.1 Experience in Similar Projects	Demonstrates experience in successfully delivering similar assignments.	1 Some similar projects but limited detail. 2 Good experience with comparable projects. 3 Strong experience with multiple similar projects. 4 Extensive experience with clear evidence of successful similar assignments.	10
2.2 Comparable Environment Experience	Experience working in similar organisational or technical environments.	1 Some exposure but not directly comparable. 2 Relevant environment experience. 3 Strong experience in similar institutional or public sector setting. 4 Extensive experience in closely comparable	5

		environments.	
2.3 Proven Project Success	Evidence of successful project completion and achievement of objectives. Strong, relevant client references with positive performance feedback.	1 Claims success but no evidence. 2 Limited evidence of outcomes. 3 Clear evidence of successful completion. 4 Clear measurable outcomes and documented project impact.	15
2.4 Demonstrate Local Infrastructure Knowledge.	Demonstrate Local Infrastructure Knowledge.	1 Minimal Knowledge 2 Foundational Knowledge 3 Working Knowledge 4 Strong Knowledge	10
3. Team Qualifications and Experience	The expertise and credentials of the proposed team, particularly in relation to relevant professional certifications (e.g., Cisco, Fortinet, Mikrotik, Juniper), technical competence, and depth of experience in delivering		40

	similar work will be examined.		
3.1 Technical Expert Qualifications	Minimum of a Master's degree in IT, Computer Science, or related field	1 Does not meet minimum requirement. 2 Partially meets requirements. 3 Meets requirement. 4 Exceeds requirement significantly (advanced qualifications, strong educational track record).	4
3.2 Technical Expert Experience	At least 10 years of experience in ICT consulting and network transformation projects, with proven leadership of multi-site infrastructure assessments.	1 Below required years. 2 Partially meets requirements. 3 Meets requirement. 4 Exceeds requirement with extensive, proven experience.	4
3.3 Project Manager Qualifications	Master's degree in IT, Project Management, Business or related. PMP®, or PMBOK, or PRINCE2®, or equivalent certification.	1 Does not meet minimum requirement. 2 Partially meets requirements. 3 Meets requirement. 4 Exceeds requirement significantly (advanced qualifications,	5

		strong educational track record).	
3.4 Project Manager Experience	At least 5 years of experience in ICT project management, preferably within large infrastructure or public sector organizations.	1 Below required years. 2 Partially meets requirements. 3 Meets requirement. 4 Exceeds requirement with extensive, proven experience.	5
3.5 Senior Architect Qualifications	Bachelor's degree in computer Networking or related field, plus advanced vendor certifications such as Cisco CCNP/CCIE, CISSP/CISM, Fortinet NSE 5–7, Juniper JNCIP/JNCIE, or MTCINE (MikroTik Certified Inter-networking Engineer).	1 Does not meet minimum requirement. 2 Partially meets requirements. 3 Meets requirement. 4 Exceeds requirement significantly (advanced qualifications, strong educational track record).	5
3.6 Senior Architect Experience	At least 5 years of experience in enterprise network architecture design.	1 Below required years. 2 Partially meets requirements. 3 Meets requirement. 4 Exceeds requirement with extensive, proven experience.	4

3.7 Network Engineer Qualifications	Diploma or degree in IT/Networking and certifications such as Cisco CCNA/CCNP, Fortinet NSE 4+, or CompTIA Network+.	1 Does not meet minimum requirement. 2 Partially meets requirements. 3 Meets requirement. 4 Exceeds requirement significantly (advanced qualifications, strong educational track record).	3
3.8 Network Engineer Experience	Minimum of 5 years of experience in enterprise network administration and troubleshooting.	1 Below required years. 2 Partially meets requirements. 3 Meets requirement. 4 Exceeds requirement with extensive, proven experience.	3
3.9 Overall Team Competence	The overall team technical competence and skill suitability. Demonstrate knowledge in Network Security best practices.	1 Weak team composition. 2 Adequate team with minor negligible skill gaps 3 Strong and well-balanced team. 4 Highly competent team with complementary skills and strong experience working together.	7

4. Work Breakdown Structure and Programme	The feasibility and detail of the proposed work plan, including timelines, milestones, resource allocation, and the bidder's ability to deliver within the agreed timeframe will be reviewed.		5
4.1 Work Breakdown Structure	Proposals that include sufficient numbers of suitably qualified personnel for the proposed tasks and include all the tasks required to complete the assignment will be awarded maximum points.	1 Tasks poorly defined. 2 Basic task list but incomplete. 3 Clear breakdown of major tasks. 4 Detailed breakdown with proper resource allocation.	5
4.2 Work Programme	This evaluation will consider whether the timing and duration of all activities are appropriate and consistent with the required output, and whether relationships between activities are realistic and consistent with the proposed approach and	1 Unrealistic schedule. 2 Basic timelines with gaps. 3 Logical timelines with milestones. 4 Very detailed and realistic schedule and milestones.	5

	methodology. Proposal that includes a well-developed programme and that includes measures for expediting completion of the work will be awarded maximum points.		
5. Local Capacity Development Plan	The bidder's commitment to building local capacity, including knowledge transfer, training, and development of local expertise to ensure sustainability beyond the project will be evaluated.	1 Limited approach to training or knowledge transfer; minor involvement of local professionals; sustainability unclear. 2 Some plan for training and knowledge transfer; some involvement of local professionals; partial sustainability measures. 3 Well-structured plan for training and knowledge transfer; clear involvement of local professionals; sustainability measures included. 4 Comprehensive and detailed plan for training, mentoring, and knowledge transfer; strong	5

		involvement of local companies/ professionals; robust sustainability to retain skills in Lesotho.	
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Proposals which obtain Technical Scores of less than 70% will be excluded from further consideration and their respective Financial Proposals will be returned to the concerned firms unopened.

A weighted technical score will then be calculated as follows:

$$N_T = W_T \times S_T$$

Where N_T = Weighted technical score to be used in final evaluation

W_T = Percentage of final score assigned to technical proposal (65%)

S_T = Score for technical proposal allocated to the submission under consideration

7.2. Margin of Preference

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

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

A. Local Registration (S_o)– Maximum 5 points

- i. Lesotho Registration: proportion of joint venture share assigned to Lesotho registered firms, as defined in Article 1 of the Phase II Agreement as a Lesotho National.
 - (i) $\geq 20\%$ JV share by Lesotho national firms –5 points
 - (ii) $\geq 15\%$ and $<20\%$ JV share by Lesotho national firms –4 points
 - (iii) $\geq 10\%$ and $<15\%$ JV share by Lesotho national firms –3 points
 - (iv) $<10\%$ JV share by Lesotho national firms – 0 points
- ii. South African Registration: for firms based in the Republic of South Africa, points under the ownership preference will be based on accreditation under Broad-Based Black Economic Empowerment Act (using the weighted average level of certification for the JV if

multiple RSA-based firms, proportional to the JV contribution of each firm). Points to be awarded as follows:

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

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

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

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

- i. ≥ 70% of labour input by RSA Black Individual – 5 points
- ii. ≥50% and <70% of labour input by RSA Black Individual – 3 points
- iii. ≥30% and <50% of labour input by RSA Black Individual – 2 points
- iv. ≥10% and <30% of labour input by RSA Black Individual – 1 point
- v. <10% of labour input by RSA Black Individual – 0 points

D. Participation of qualified women in Key Positions (S_w) – 3 points

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

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

<50

0

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

$$N_P = W_P \times \frac{(S_O + S_B + S_{BI} + S_W + S_L)}{25}$$

Where: N_P = Total margin of preference

to be applied S_O = Score for Local

Registration

S_B = Score for Participation of Lesotho Nationals in Key Positions

S_{BI} = Score of Participation of RSA Black

Individuals in Key Position S_W = Score for Women

in Key Positions

S_L = Score for Local Participation

W_P = Percentage of final score assigned to preference (5%)

7.3. Financial Proposals

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

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

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

Where,

P_o = Lowest Price

P = Price of the company being evaluated

F_s = Financial proposal score of company being evaluated

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

7.4. Ranking of Proposals

After determination of the preference margins and financial scores, a final score will be computed as follows:

$$N_T = N_Q + N_P + N_F$$

Where: N_T = Total score for proposal under consideration

N_Q = Weighted Score for technical proposal

N_P = Total margin of preference to be applied

N_F = Weighted Financial Score

It should be noted that the Combined Evaluation Score will be made up of the marks for the technical proposal accounting for 65%, margin of preference accounting for 5% and the marks for the financial proposal accounting for 30% of the final bid score.

The LHDA may at its discretion seek clarification from a Bidder on parts of the proposal to facilitate the evaluation process. Such clarifications shall be requested in writing and shall not change the proposal. There shall be no other communication on the proposal between LHDA and the Bidders during the evaluation process.

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

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

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



LESOTHO HIGHLANDS WATER PROJECT

REQUEST FOR PROPOSALS FOR

CONTRACT LHDA NO. 1399

PROVISION OF PROFESSIONAL SERVICES TO

**CONDUCT A NETWORK ARCHITECTURE AND INFRASTRUCTURE ASSESSMENT,
REDESIGN AND IMPLEMENTATION**

SECTION 8 – AGREEMENT

LHDA Tower
Kingsway
Maseru, Lesotho

October 2026

AGREEMENT

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

Witnesseth that:

WHEREAS the Client is desirous that **PROVISION OF PROFESSIONAL SERVICES TO CONDUCT A NETWORK ARCHITECTURE AND INFRASTRUCTURE ASSESSMENT, REDESIGN AND IMPLEMENTATION**

be performed (hereinafter called "the Services") for the Lesotho Highlands Water Project.

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

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

1. The Client hereby appoints the Consultant, and the Consultant accepts the appointment to carry out the Services.
2. The following documents shall be deemed to form and be read and construed as part of the Agreement and shall have the order of precedence as defined below.
 - Letter of Award & Letter of Acceptance
 - Memorandum of Understanding
 - Particular Conditions
 - General Conditions
 - Scope of Services
 - Consultant's Proposal
 - Any other documents forming part of the Contract
3. The Consultant hereby covenants with the Client to perform the Services in conformity in all respect with the provisions of the Agreement and with all reasonable skill, care and diligence.
4. The Client hereby covenants to pay the Consultant in the amounts at the times and in the manner prescribed by the Agreement.

5. By signing this Agreement each signatory warrants that he is duly authorised to do so

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

5.4.3 For and on behalf of the LESOTHO HIGHLANDS DEVELOPMENT AUTHORITY:

Name: _____

Signature: _____

LHDA CHIEF EXECUTIVE

As Witness:

Name: _____

Signature: _____

Position: _____

5.4.4 For and on behalf of (The Consultant):

Name: _____

Signature: _____

Position: _____

As Witness:

Name: _____

Signature: _____

Position: _____

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



LESOTHO HIGHLANDS WATER PROJECT

REQUEST FOR PROPOSALS FOR

CONTRACT LHDA NO. 1399

PROVISION OF PROFESSIONAL SERVICES TO

**CONDUCT A NETWORK ARCHITECTURE AND INFRASTRUCTURE ASSESSMENT,
REDESIGN AND IMPLEMENTATION**

SECTION 9 – PARTICULAR CONDITIONS

LHDA Tower
Kingsway
Maseru, Lesotho

October 2026

Lesotho Highlands Water Project – Phase I
Contract LHDA No. :1399

**Contract Name: Provision of Professional Services to Conduct a Network
Architecture and Infrastructure Assessment, Redesign and
Implementation**

Part I – General Conditions

The Conditions of Contract are the **Client/Consultant Model Services Agreement, General Conditions, Fourth Edition, 2006**, published by the Federation Internationale des Ingénieurs-Conseils (FIDIC).

Part II – Particular Conditions

These Particular Conditions supplement the General Conditions, and shall modify, delete and/or add to the General Conditions.

Where any clause, paragraph, or sub-paragraph in the General Conditions is supplemented by one of the following paragraphs, the provisions of such clause, paragraph, or sub-paragraph shall remain in effect and the supplemental provisions shall be considered as added thereto.

Where any clause, paragraph, or sub-paragraph in the General Conditions is amended, deleted, or superseded by any of the following paragraphs, the provisions of such clause, paragraph, or sub-paragraph, not so amended, deleted or superseded shall remain in effect.

Clause numbers herein refer to the same clause numbers as in the General Conditions.

A. References from Clauses in the General Conditions (Contract Data)

1.1 Definitions

Treaty Treaty on the Lesotho Highlands Water Project concluded between the Republic of South Africa and the Kingdom of Lesotho on 24 October 1986, as amended. It includes the Protocols, Annexures and Annexes adopted as part of the Treaty.

1.1.2 The Project is: Lesotho Highlands Water Project Contract No. LHDA 1399

Provision of Professional Services to Conduct a Network Architecture and Infrastructure Assessment, Redesign and Implementation

1.1.10 Commencement Date The commencement date shall be agreed upon with successful bidder following contract award.

1.1.11 Time for Completion 24 Months subject to Clause 4.2 (Extensions in accordance with Agreement)

1.3 Language for Communications English

1.4 Language of the Agreement

Ruling language English

Governing Law Kingdom of Lesotho

1.8 Notices

Client Lesotho Highlands Development Authority

Address Lesotho Highlands Development

Authority Tower

Kingsway

Maseru Lesotho

Email procurement@lhda.org.ls

Consultant [Consultant Name]

	Address	[Consultant Address]
	Email	[Consultant email]
	Telephone number	[Consultant Telephone]
2.7	Client's Representative	Chief Executive, Attention: Divisional Manager Corporate Services
3.6	Representatives	Consultants Authorised Representative[Name]– Project Manager
5.2.2	Agreed Compensation for Overdue Payment (per centper annum, applied on a daily basis)	Prime Rate, obtained from Central Bank ofLesotho
6.2	Duration of Liability (Professional Indemnity)	From Commencement Date to Time for Completion plus two (2) years
6.3.1	Limit of Compensation (Professional Indemnity)	10 % of the value of the Agreement
7.1	Insurance for Liability and Indemnity	
7.1.1(a)	Professional IndemnityDuration of Insurance	Ten percent (10%) of the value of Agreement (6.3.1) From Commencement Date to Time forCompletion plus two (2) years
7.1.1(c)	Public/Third Party LiabilityDuration of Insurance	One Million Maloti (M1,000,000.00) From Commencement Date to Time forCompletion plus two (2) years
7.2.1	Insurance of Client's Property Duration of Insurance	Not Required Not Required
8.2	Mediation	
8.2.1	Named Mediator	N/A
8.2.3	Mediation Procedures	N/A

8.3.2 Rules of Arbitration

The dispute shall be finally settled by institutional arbitration under the Rules of Arbitration of the International Chamber of Commerce, subject to the substantive and procedural laws of the Kingdom of Lesotho. The arbitration shall be held in Maseru, Lesotho. The dispute shall be finally settled by one arbitrator, who is based in Southern Africa. The arbitration shall be conducted in English.

Additional Clauses

Clause 1 – General Provisions

1.1 Definitions

- 1.1.1 Delete this clause in its entirety and replace with the following:

“Agreement” means the Conditions of the Client/Consultant Model Services Agreement (General Conditions and Particular Conditions) together with Appendix 1 [Scope of Services], Appendix 2 [Personnel, Equipment, Facilities and Services of Others to be provided by the Client], Appendix 3 [Remuneration and Payment], Appendix 4 [Time Schedule for the Services], Appendix 5 Project Organisation and Staff Input], Appendix 6 [The LHWP Anti-Corruption Policy], Appendix 7 [Insurances and Guarantees] and any letters of offer and acceptance, or otherwise as specified in the Particular Conditions.

1.4 Law and Language

Add:

- 1.4.2 The Consultant shall comply with all laws and regulations in force as maybe amended from time to time.

This Agreement, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable Lesotho Laws except in aspects specifically dealt with or provided for in the Treaty.

1.7 Copyright

- 1.7.1 Delete this clause in its entirety and replace with the following:

All data, plans, drawings, specifications, reports of studies, calculations, designs, computer programs and software, reports and similar documents prepared under this Agreement shall be deemed to be the property of the Client and shall not be disclosed to Third Parties without written approval. All copies of such data and documents shall be returned to the Client on completion of, or termination of, the Consultant's contract.

1.8 Notices

Delete:

- 1.8.1 Delivery can be by hand or facsimile message against a written confirmation of receipt or by registered letter or by telex subsequently confirmed by letter.

Insert:

- 1.8.1 Delivery can be by hand, registered letter, or transmitted by email in unalterable electronic file format (e.g. *pdf*) bearing the author's signature with confirmation of receipt.

1.9 Publication

- 1.9.1 Delete this clause in its entirety and replace with the following:

The Consultant shall obtain the written consent of the Client before publishing or issuing any information or speaking to the public or media regarding any aspect of the Project.

1.10 Corruption and Fraud

Add:

- 1.10.3 The Consultant, its staff, subcontractors, agents and servants shall not accept, offer to give or agree to offer to give to any person any bribe, gift, gratuity or commission as an inducement or reward for doing or forbearing to do any action in relation to this agreement. Furthermore, the Consultant, its staff, subcontractors, agents and servants shall comply with the relevant Lesotho Anti-corruption Law and the Lesotho Highlands WaterProject Anti-Corruption Policy (see Appendix 6) at all times.

Add:

- 1.10.4 The LHDA is committed to the LHWP Anti-Corruption Policy (the Policy). The provisions of the Policy (see Appendix 6) are incorporated in the Contract and all consultants and contractors shall be subject to it.

The Consultant shall study this document and comply with its requirements. Attention is specifically drawn to the following required particulars that must be submitted as part of their Proposal:

- (i) In accordance with Paragraph 17 of the Policy, disclosure shall be made within fourteen (14) days of award of contract, of full particulars of any involvement by prospective contractors or consultants or any of their current or former employees in corruption as defined in Paragraph 13 of the Policy;

- (ii) In accordance with Paragraph 18 of the Policy, disclosure shall be made within fourteen (14) days of award of contract, of any past or present use of agents in the procurement or execution of contracts and such disclosure must specifically include the contractual arrangement with such agent, including the basis upon which such agent was or will be remunerated.

All historic incidents of corruption shall be declared.

In accordance with Paragraphs 14 and 16 of the Policy, the LHDA reserves the right to cancel the contract on the grounds of previous involvement in corruption or the use of an agent.

In accordance with Paragraph 23 of the Policy, the LHDA reserves the right to cancel this contract at any stage if the award or execution of such contract is shown to have involved corruption.

Add:

- 1.10.5 The Client implements processes and procedures to identify related party transactions as per the International Accounting Standard 24, Related Party Disclosure. A related party transaction is a transfer of resources, services or obligations between related parties, regardless of whether a price is charged.

A party is related to the Client if:

- (a) The party directly, or indirectly through one or more intermediaries:
 - (i) Controls, is controlled by, or is under common control with, the Authority;
 - (ii) Has an interest in the Authority that gives it significant influence over the Authority.
- (b) The party is a member of the key management personnel of the Authority.
- (c) The party is a close member of the family of any individual referred to above

Close members of the family of an individual are those family members who may be expected to influence, or be influenced by, that individual in their dealings with the Authority. They may include:

- (a) The individual's domestic partner and children;
- (b) Children of the individual's domestic partner;
- (c) Dependents of the individual or the individual's domestic partner;

- (d) The individual's parents or domestic partner's parents;
- (e) The individual's brothers and sisters.

Key management personnel are those persons having authority and responsibility for planning, directing and controlling the activities of the LHDA, directly or indirectly.

Significant influence is the power to participate in the financial and operating policy decisions of the LHDA but has no control over those policies.

Add:

- 1.10.6 All project staff shall receive an induction and an annual refresher training on the Anti-Corruption Policy and shall sign an annual acknowledgement and Conflict of Interest declaration.

The LHDA reserves the right to dismiss from the project any of the Consultant's staff shown to have been involved in corruption.

Clause 2 – The Client

2.7 Client's Representative

Add:

- 2.7.2 The Client's Representative may delegate any duties to another and may at any such time revoke such delegation. Any such delegation or revocation of delegation shall be made in writing

Clause 3 – The Consultant

3.1 Scope of Services

Add:

- 3.1.2 The Consultant shall submit to the Client the reports and documents specified in Appendix 1 hereto, in the form, in the numbers, and within the time periods set forth in the said Appendix.

3.3 Duty of Care and Exercise of Authority

Add:

- 3.3.3 The Consultant shall perform the Services and carry out its obligations hereunder with generally accepted techniques, practices and professionalism and all due diligence, efficiency and economy, in accordance with standards recognized by international professional bodies, and shall observe sound management and technical practices and employ appropriate advanced technology and safe and effective equipment, machinery, material and methods.

Add:

- 3.3.4 The Consultant shall always, in respect of any matter relating to this Agreement or to the Services, support and safeguard the Client's legitimate interests in any dealings with subcontractors or third Parties, in so far as any of its duties are discretionary.

Add:

- 3.3.5 The Consultant, its subcontractors and the personnel of either of them shall not, either during the term or after expiry of this Agreement, disclose any confidential information without the prior written consent of the Client.

Add:

- 3.3.6 The Consultant is liable to the Client for the performance of the Services in accordance with the provisions of this Agreement and for any loss or damage suffered by the Client as a result of negligence, default or omission of the Consultant in such performance, subject to the following limitations:

- (a) The Consultant shall not be liable for any loss or damage caused by or arising out of the negligence, default or omission of any person other than the Consultant, its subcontractors or the personnel of either of them;
- (b) The Consultant shall not be liable for any loss or damage caused by or arising out of circumstances over which the Consultant had no control.

3.5 Supply of Personnel

Add:

- 3.5.2 The Consultant shall obtain the Client's prior written approval before undertaking the following:
- (a) Any change or addition to Key Staff. Except as the Client may otherwise agree, no changes shall be made in the Key Staff. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Staff, the Consultant shall provide as a replacement a person of equivalent or better qualifications.
 - (b) Subcontracts: the Consultant may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services. In the event that any Sub-Consultants are found by the Client to be incompetent or incapable in discharging assigned duties, the Client may request the Consultant to provide a replacement, with

qualifications and experience acceptable to the Client, or to resume the performance of the Services itself.

Add:

- 3.5.3 The Consultant's Personnel shall be appropriately qualified, skilled and experienced in their respective occupations. The Client may require the Consultant to remove (or cause to be removed) any person employed on the project, including the Consultant's Representative, if applicable, who:
- (a) persists in any misconduct or lack of care,
 - (b) carries out duties incompetently or negligently,
 - (c) fails to conform with any provisions of the Contract, or
 - (d) persists in any conduct which is prejudicial to the Client's reputation or to safety, health, or the protection of the environment.

If appropriate, the Consultant shall then appoint (or cause to be appointed) a suitable replacement.

Add:

- 3.5.4 The Consultant shall ensure that all expatriate (non-Basotho) staff performing work in the Kingdom of Lesotho have valid work permits.

3.8 Procurement of Goods and Services by the Consultant in Providing the Services

- 3.8.1 In accordance with the Phase II Agreement, when resourcing for this Contract the Consultant shall give preference to suppliers of goods and services, including sub-consultants and contractors, in Lesotho, South Africa, the Southern African Development Community member states and then internationally, in that order, provided that all procurement processes foster competitiveness, transparency, cost effectiveness and quality.

Clause 4 – Commencement, Completion, Variation and Termination

4.5 Changed Circumstances

Add:

4.5.3 Force Majeure

Definition

- (a) 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.
- (b) Force Majeure shall not include:
 - (i) Any event that is caused by the negligence or intentional action of a Party or such Party’s subcontractors or agents or employees;

nor
 - (ii) Any event that a diligent Party could reasonably have been expected to both:
 - Take into account at the time of the execution of this Agreement

and
 - avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make a payment required hereunder.

No Breach of Agreement

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care

and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

Measures to be Taken

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

Extension of Time

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.

Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Agreement as well as to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

Consultation

Not later than twenty-eight (28) days after a Party, as a result of an event of Force Majeure, shall have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

4.6 Abandonment, Suspension or Termination

4.6.2 Delete this clause in its entirety and replace with the following:

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 material obligations under this Agreement, including the carrying out of the Services, provided that such notice of suspension:

- (i) Shall specify the nature of the failure and
- (ii) Shall request the Consultant to remedy such failure within a period not exceeding twenty-eight (28) days after receipt by the Consultant of such notice of suspension.

4.6.3 Delete this clause in its entirety and replace with the following: Termination by the Client

The Client may terminate this Agreement after the occurrence of any of the events specified in paragraphs (a) to (e) of this Clause, by giving not less than twenty-eight (28) days' notice of termination to the Consultant, save in the event of (a) and (b) in which other notice may be given.

- (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 4.6, within twenty-eight (28) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;
- (b) If the Consultant becomes insolvent or bankrupt or enters into any agreements with its creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 8.3;
- (d) If the Consultant submits to the Client a statement that has a material effect upon the rights, obligations or interests of the Client and which the Consultant knows to be false;
- (e) If, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than fifty-six (56) days.

Add:

4.6.4 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 forty-two (42) days' notice of termination to the Client.

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 8 within forty-two (42) 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 forty-two (42) 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 8.3.

Add:

4.6.5 Cessation of Rights and Obligations

Upon termination of this Agreement pursuant to Clause 4.6.1, or, upon expiration of this Agreement pursuant to Clause 4.6.4, 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 and expiration;
- (b) The obligations of confidentiality set forth in Clauses 1.9.1 and 3.3.5;
- (c) The Consultant's obligation to permit auditing of the assets as set forth in Clause 5.6;
- (d) Any right that a Party may have under the Applicable law.

Add:

4.6.6 Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clause 4.6.3 or Clause 4.6.4, immediately upon dispatch or receipt of such notice the Consultant shall take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. To this end, except as otherwise directed by the Client, the Consultant shall:

- (a) Stop work under the Agreement on the date and to the extent specified in the Notice of Termination and place no further orders or subcontracts;
- (b) Terminate all orders and subcontracts to the extent that they relate to the performance of Services terminated;
- (c) Assign to the Client, as the Client may direct, all of the rights, titles and interests of the Consultant under the orders for subcontracts so terminated. The Client shall have the right to settle any claims arising out of the termination of such orders and subcontracts;
- (d) To the extent that the Client may require, settle all outstanding liabilities and all claims arising out of such termination of orders and

subcontracts, the costs of which would be reimbursable in whole or in part under this Agreement;

- (e) 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 plans, drawings, information and other property that would be required to be furnished to the Client under the Agreement, provided that this requirement shall not apply to goods for which the Consultant has not been reimbursed;
- (f) Complete performance of that part of the Services that has not been terminated by the Notice of Termination;
- (g) Take such action as may be necessary for the protection of the property related to this Agreement that is in the possession of the Consultant and to which the Client has title.

Clause 5 – Payment

5.1 Payment to the Consultant

Add:

5.1.4 Upon termination of this Agreement pursuant to Clause 4.6, the Client shall make the following payments to the Consultant:

- (a) Remuneration pursuant to Clause 5.1 for Services performed in accordance with this Agreement prior to the effective date of termination;
- (b) Reimbursable expenditure pursuant to Clause 5.1 for expenditure actually incurred prior to the effective date of termination;
- (c) Reimbursement of any reasonable cost incident to the prompt and orderly termination of the Agreement.

Add:

5.1.5 Remuneration of the Consultant pursuant to services provided under this agreement shall constitute its sole remuneration in connection with this agreement. The Consultant, its personnel and staff shall not accept for their

own benefit any trade commission, discount or similar payment in connection with activities pursuant to this agreement.

5.2 Time for Payment

5.2.1 Delete this clause in its entirety and replace with the following:

Amounts due to the Consultant shall be paid within forty-five (45) days of receipt of the Consultant's invoice.

5.2.2 Delete this clause in its entirety and replace with the following:

If the Consultant does not receive payment within the time stated in Clause 5.2.1, he shall be paid Agreed Compensation at the rate defined in the Particular Conditions compounded daily on the sum overdue and in its currency reckoned from the due date for payment of the invoice. Such Agreed Compensation shall not affect the rights of the Consultant stated in Clause 4.6.4

5.4 Third Party Charges on the Consultant

Add:

5.4.2 It is the Consultant's responsibility to ensure compliance with all Lesotho taxation laws, specifically the taxation regulations in terms of Article 14 of The Agreement on Phase II of the LHWP, as further elaborated in Appendix 7 to the Agreement in respect of:

- i) Value Added Tax;
- ii) Withholding Taxes;
- iii) Income taxes – corporate and individual;
- iv) Dues and charges paid;
- v) Fringe benefit taxes.

Add:

5.4.3 The Consultant must take note of detailed requirements to fully disclose payment of all taxes when presenting Value Added Tax invoices, certificates for payment and for such disclosure to be in the format as advised by the Client. Failure to do so may constitute sufficient ground for the Client to terminate this contract.

Clause 6 – Liabilities

6.1 Liabilities and Compensation

Add:

- 6.1.4 Neither the Client, its staff, or Authorized Representative(s) shall be in any way professionally or personally bound or liable for the acts or obligations of the Consultant under the Agreement, or answerable for any default or omission in the observance or performance of any of the acts, matters or items that are herein contained.

Clause 7 – Insurance

7.1 Insurance for Liability and Indemnity

- 7.1.3 Delete this clause in its entirety and replace with the following:

Any increase or variation in such insurances arising under this Clause 7.1 shall be dealt with under Variations, Clause 4.3.

Add:

- 7.1.4 The details pertaining to the insured values for liability as stated in Clause 7.1.1 (a) and public/third party liability as stated in Clause 7.1.1(c) and the respective time periods are listed in the **Contract Data**.

Add:

- 7.1.5 The Consultant shall at all times during the Project maintain in force such policies of insurance with reputable insurers or underwriters approved by the Client.

Add:

- 7.1.6 The Consultant shall provide evidence to the Client prior to the commencement of the Services that the insurances required under the Agreement have been affected and shall provide the proof within twenty-eight (28) days of the Commencement Date.

Add:

- 7.1.7 The Consultant shall ensure that coverage provided by all insurances required under the Agreement will not be changed or amended in any way nor cancelled by the Consultant without approval of the Client.

7.2 Insurance of Client's Property

- 7.2.3 Delete this clause in its entirety and replace with the following:

Any increase or variation in such insurances arising under this Clause 7.2 shall be dealt with under Variations, Clause 4.3.

Add:

- 7.2.4 The details pertaining to the insured values for loss or damage and liability as stated in Clause 7.2.1 (a) and (b) and the respective time periods are listed in the Contract Data.

**Clause 9 – Approval by Other Authorities Add :9.1 External
approvals**

- 9.1.1 Where the work of the Consultant is subject to the approval or review of an authority, department of Government, or agency other than the Client, such applications for approval or review shall be the responsibility of the Consultant, but shall be submitted through the offices of the Client and unless authorised by the Client in writing, such applications for approval or review shall not be obtained by direct contact by the Consultant with such other authority, department of Government o

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



LESOTHO HIGHLANDS WATER PROJECT

REQUEST FOR PROPOSALS FOR

CONTRACT LHDA NO. 1399

PROVISION OF PROFESSIONAL SERVICES TO

**CONDUCT A NETWORK ARCHITECTURE AND INFRASTRUCTURE
ASSESSMENT, REDESIGN AND IMPLEMENTATION**

SECTION 10 – GENERAL CONDITIONS OF CONTRACT

LHDA Tower
Kingsway
Maseru, Lesotho

October 2026

PART I - GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract for this Agreement shall be the FIDIC Client/Consultant Model Services Agreement, 4th Edition, 2006 subject to the additions and amendments as stated in the Conditions of Particular Application.

Any provision of this Agreement that may be unenforceable shall be severable from the remaining provisions of the Agreement and shall not affect the operation and interpretation of such remaining provisions, provided that the Parties undertake to negotiate with one another to redraw the void provision to render such provision enforceable.

This Agreement contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

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



LESOTHO HIGHLANDS WATER PROJECT

REQUEST FOR PROPOSALS FOR

CONTRACT LHDA NO. 1399

PROVISION OF PROFESSIONAL SERVICES TO

**CONDUCT A NETWORK ARCHITECTURE AND INFRASTRUCTURE ASSESSMENT, REDESIGN
AND IMPLEMENTATION**

SECTION 11 – TAX REQUIREMENTS

LHDA Tower
Kingsway
Maseru, Lesotho

October 2026

TAX REQUIREMENTS

Contract LHDA No. **1399**
Contract Name: **Provision of Professional Services to Conduct a Network Architecture and Infrastructure Assessment, Redesign and Implementation**

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 bids 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.