

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



LESOTHO HIGHLANDS WATER PROJECT

REQUEST FOR PROPOSALS FOR

CONTRACT LHDA No. 1402

**FEASIBILITY STUDY FOR THE DEVELOPMENT OF
FLOATING SOLAR POWER PLANTS IN KATSE AND MOHALE RESERVOIRS**

LHDA
LHDA Tower
Kingsway
Maseru, Lesotho

May 2026

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**LESOTHO HIGHLANDS WATER PROJECT
REQUEST FOR PROPOSALS FOR
CONTRACT LHDA No. 1402
FEASIBILITY STUDY FOR THE DEVELOPMENT OF
FLOATING SOLAR POWER PLANTS IN KATSE AND MOHALE RESERVOIRS**

SECTION 1 – LETTER OF INVITATION

LHDA
LHDA Tower
Kingsway
Maseru, Lesotho

May 2026

Subject: **Contract LHDA No.: 1402**
**Request for Proposals for Feasibility Study for the Development of Floating
Solar Power Plants in Katse and Mohale Reservoirs**

Title: **Letter of Invitation**

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 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 Consultancy Firm, for Feasibility Study for the Development of Floating Solar Power Plants in Katse and Mohale Reservoirs.

LHDA hereby invites a Consultancy Firm to submit Technical and Financial Proposals for Feasibility Study for the Development of Floating Solar Power Plants in Katse and Mohale Reservoirs. This proposal may form the basis for future negotiations and, ultimately, a contract between your firm and the Lesotho Highlands Development Authority (LHDA). More details on the specific services to be provided are included in the Scope of Services (**Section 3**).

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

The RFP includes the following documents:

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

Key dates about submissions of proposals are as follows:

Event	Date	Time
Compulsory Pre-Proposal Meeting and Site Visit at Katse Operations building, Katse, Lesotho.	25 May 2026	09:00
Compulsory Pre-Proposal Meeting and Site Visit at Mohale Operations building, Mohale and Maseru, Lesotho.	27 May 2026	09:00
Deadline for submission of requests for clarification to LHDA	15 June 2026	17:00
Last date for issuance of clarifications by LHDA	19 June 2026	17:00
Deadline for submission of Proposals (Closing Date)	29 June 2026	13:00
Contract Clarifications (Negotiations) – date will be confirmed with the preferred bidder	14 August 2026	09:00
Notification of Award - date will be confirmed with the preferred bidder	28 August 2026	-
Contract Signing - date will be confirmed with the preferred bidder	11 September 2026	-
Commencement Date	12 October 2026	-

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LESOTHO HIGHLANDS WATER PROJECT
THE LESOTHO HIGHLANDS DEVELOPMENT AUTHORITY**



**LESOTHO HIGHLANDS WATER PROJECT
REQUEST FOR PROPOSALS FOR
CONTRACT LHDA No.1402
FEASIBILITY STUDY FOR THE DEVELOPMENT OF
FLOATING SOLAR POWER PLANTS IN KATSE AND MOHALE RESERVOIRS**

SECTION 2 – STANDARD INSTRUCTIONS TO BIDDERS AND DATASHEET

LHDA
LHDA Tower
Kingsway
Maseru, Lesotho

May 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 outlined in this RFP.
- (c) “Applicable Law” means the laws and any other instruments having the force of law in the Kingdom of Lesotho.
- (d) “Bidder” means a legally established professional consulting firm or an entity that submits a Proposal to provide the Services to the Client under the Contract.
- (e) “Client” means the Lesotho Highlands Development Authority (LHDA).
- (f) “Consultant” means the professional firm or individual named in the Agreement, who is employed by the Client to perform the Services, and legal successors to the Consultant and permitted assignees.
- (g) “Contract” means a legally binding written agreement signed between the Client and the Bidder and includes all the attached documents listed in the General Conditions of Contract (GCC), the Particular Conditions, and the Appendices.
- (h) “Data Sheet” means an integral part of the Standard Instructions to Bidders Section 2 that is used to reflect specific conditions of the assignment to supplement, but not to overwrite, the provisions of the Instructions.
- (i) “Day” means a calendar day.
- (j) “Experts” means, collectively, Key Staff, Support Staff, or any other person 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 of 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” (Section 2 of the RFP) means the Standard Instructions to Bidders that provide the Bidders with all information needed to prepare their Proposals.
- (o) “Lesotho National Enterprise” shall be any legal entity meeting the definition given in the LHWP Phase II Agreement of August 2011, Article 1, provided that for any entity registered after August 2011, more than 75% shareholding is by Lesotho Nationals.
- (p) “Lesotho National Individual” shall be as defined in Article 1(a) of the LHWP Phase II Agreement of August 2011.
- (q) “LOI” (Section 1 of the RFP) means the Letter of Invitation is sent by the Client to the shortlisted or interested Bidders.
- (r) “Personnel” means, collectively, Key Staff, Support Staff, or any other personnel of the Bidder, Sub-consultant or Joint Venture member(s).
- (s) “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.
- (t) “Proposal” means the Technical Proposal and the Financial Proposal of the Bidder.
- (u) “RFP” means the Request for Proposals prepared by the Client for the selection of Bidders.
- (v) “RSA Black-Owned Enterprises” shall be Black Owned Enterprises (BOEs) in terms of South African legislation (>50.1% Black ownership and substantial Black management).
- (w) “RSA Enterprises” shall be that resident, operating and managed in the Republic of South Africa, registered in South Africa in terms of the South African legislation and subjected to corporate income tax in South Africa, where ‘operating’ means carrying out work of a similar nature for a significant period within the last 10 years.

- (x) "Services" means the work to be performed by the Bidder pursuant to the Contract.
- (y) "Sub-consultant" means an entity to which the Bidder intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.
- (z) "Support Staff" means an individual professional provided by the Bidder or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- (aa) "SoS" (Section 3 of the RFP) means the Scope of Services that explains the objectives, the 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 consider them in preparing their Proposals, including attending a site visit and a pre-proposal conference if specified in the **Data Sheet**. Attending any such pre-proposal conference and site visit is compulsory and is at the Bidders' expense.

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

3. Conflict of Interest

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

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

3.3. In addition, the Bidder shall not be hired under the circumstances set forth below:

- 3.3.1 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.
- 3.3.2 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 another Client.
- 3.3.2 Relationship with the Client’s staff: a Bidder (including its Personnel) that has a close business or family relationship with a professional staff of the Client, or is directly or indirectly involved in any part of (i) the preparation of the Scope of Services for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the LHDA throughout the selection process and the execution of the Contract.

4. Unfair Competitive Advantage

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

5. Eligibility Restrictions and Prohibitions

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

6. Eligibility

6.1. The LHDA permits Bidders (individuals and firms, including Joint Ventures and their 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) per 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 as the LHDA shall determine.

6.3.2 Firms listed on the Republic of South Africa's National Treasury Database of Restricted Suppliers shall be ineligible to bid for any contract under the LHWP.

7. Prohibitions

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

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 or in the Republic of South Africa shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) that they are not dependent agencies of the Client.

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

9. Restrictions for public employees

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

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

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; (in case of resignation or retirement, for a period of at least 6 (six) months or the period established by statutory provisions applicable to civil servants or government employees in the Kingdom of Lesotho, whichever is longer). Personnel 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 before being included in Bidder's Proposal; and their hiring would not create a conflict of interest.

B. PREPARATION OF PROPOSALS

10.

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

11. Cost of Preparation of Proposal

11.1. The Bidder shall bear all costs associated with the preparation and submission of its Proposal. The Client 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 process at any time before 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**.

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) per the Lesotho Highlands Water Project's Anti-Corruption Policy (Section 6).

14. Restrictions

14.1. The Bidder shall submit only one Proposal. A firm may participate in only one bid for any contract, whether as the individual member of any Joint Venture, a sub-consultant, or as individual members of any other form of association submitting a Proposal. Key staff may participate in only one Proposal, except for those specialist positions (if any) identified in the **Data Sheet**. Other Key Staff appearing in more than one (1) proposal will be requested to confirm, in writing, in which proposal they will be participating. This does not, however, preclude the Bidder's Technical Support Staff from participating in more than one proposal.

15. Proposal Validity

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

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

15.3. If it is established that any Key Staff nominated in the Bidder's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation and may be subject to sanctions per 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 before the submission deadline to extend their validity.

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

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

17. Sub-Contracting

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

18. Clarification and Amendment of RFP

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

18.1.1 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 with copies of the RFP or who attended pre-bid meeting and will be binding on them. Bidders shall acknowledge receipt of all amendments in writing.

18.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the Bidders reasonable time to take an amendment into account in their Proposals.

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

19. Preparation of Proposals – Specific Considerations

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

19.1.1 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**. In the case of a JV, a Letter of Intent to form a joint venture or the actual joint venture agreement must be submitted with the bid. The name of the Joint Venture shall not include the names of individual member firms. Any form of association of member firms, regardless of legal structure, will be considered as a Joint Venture.

20. Technical Proposal Format and Content

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

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

20.3 Bid must respond to the Scope of Services included in Section 3. Alternatives will not be considered in the evaluation

process. Nonresponsive bids are liable to be disqualified. Comments or alternatives may be proposed in Section 4H (Comments and Suggestions on the Scope of Services and Facilities to be Provided by the Client) but will not be considered in the evaluation. Such comments may be considered during negotiation with the Preferred Bidder.

21. Financial Proposal

21.1. 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.

22. Price Adjustment

22.1. 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

23. Submission, Sealing, and Marking of Proposals

23.1. The Bidder shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 13 (Documents Comprising Proposal). If specified in the **Data Sheet**.

23.2. An authorized representative of the Bidder shall sign the submission letters in the required format for both the Technical Proposal and the Financial Proposal. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

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

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

23.5. The format of the documents is indicated in the **Data Sheet**.

23.5.1. The portable storage containing the documents comprising the Technical Proposal shall be placed inside of a sealed envelope clearly marked "**TECHNICAL PROPOSAL**", ["**Name of the Assignment**"], RFP reference number, name, along with the physical and email addresses of the Bidder, and with a warning

“DO NOT OPEN UNTIL [Insert the date and the time of the Technical Proposal Submission Deadline]”.

23.5.2. Similarly, portable storage containing the documents comprising the 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.”**

23.5.3. 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 on the Data Sheet]”**. 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.

23.5.4 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.

24. Confidentiality

24.1. 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.

24.2. 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.

24.3. 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.

25. Opening of Technical Proposals

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

26. Proposals Evaluation

26.1. Subject to the 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.

26.2. 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 based on the submitted Technical and Financial Proposals.

27. Evaluation of Technical Proposals

27.1. The Client's evaluation committee shall evaluate the Technical Proposals based on 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.

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

28. Opening of Financial Proposals

28.1. 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.

28.2. 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 then be opened, and the total prices recorded.

29. Correction of Errors 29.1. 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.

30. Time-Based Contracts 30.1. The Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal 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.

31. Lump Sum Contract 31.1. 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, excluding taxes understood as per Clause 33 below, specified in the Financial Proposal (Section 5A) shall be considered as the offered price.

32. Taxes 32.1 If a Contract is awarded, at Contract negotiations, all taxes will be discussed, including which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.

32.2 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.

33. Currency 33.1. The Bidder must express the price for its Services in the national currency (Maloti), using the selling rates of exchange as per the Central Bank of Lesotho thirty (30) days before 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).

33.2. Payment under the Contract shall be made in Maloti or South African Rands.

34. Combined Quality, Preference, and Cost Evaluation

34.1. 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.

35. Disqualification

35.1. Proposals submitted after the closing date and time shall not be accepted and will be returned to the Bidder unopened.

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

35.3. Bidders who fail to attend a compulsory pre-bid meeting and/or pre-bid Inspection shall be disqualified.

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

35.5 Firms that are listed on the Republic of South Africa's National Treasury Database of Restricted Suppliers.

35.6 Inclusion of information related to the Financial Proposal (including unit rates) in the Technical Proposal.

D. NEGOTIATIONS AND AWARD

36. Negotiations

36.1. The negotiations will be held at the date and address indicated on 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.

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

36.3. If the negotiations fail, the Client will inform the Bidder in writing and may then invite the next-ranked Bidder to negotiate a Contract or cancel the procurement process.

37. Availability of Key Staff

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

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

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

38. Conclusion of Negotiations

38.1. 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.

39. Award of Contract

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

39.2. The Consultant is expected to commence the assignment on the date and at the location specified on the **Data Sheet**, unless otherwise specified in the Letter of Acceptance.

SECTION 2B – DATASHEET

A. General																
Reference Clause																
2.2	<p>The name of the assignment is:</p> <p>Contract LHDA No. 1402: Feasibility Study for the Development of Floating Solar Power Plants in Katse and Mohale Reservoirs.</p>															
2.3	<p>a) A Pre-Proposal Conference and Site Visit</p> <p>A Pre-proposal Conference and Site Visit will be held: <u>Yes</u></p> <p>Attendance of the Pre-proposal Conference and Site Visit are mandatory.</p> <p>The pre-proposal conferences and site visits will span from 25-27 May 2026 and will begin at 09:00 (Lesotho Standard Time).</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 15%;">Date</th> <th style="width: 15%;">Location</th> <th style="width: 25%;">Venue</th> <th style="width: 40%;">GPS Coordinates</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">25 May 2026</td> <td style="text-align: center;">Katse</td> <td style="text-align: center;">Katse Operations Building</td> <td style="text-align: center;">-29.344134 LAT, 28.506619 LON</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;">27 May 2026</td> <td style="text-align: center;">Mohale</td> <td style="text-align: center;">Mohale Operations Building</td> <td style="text-align: center;">-29.461857 LAT, 28.106108 LON</td> </tr> </tbody> </table> <p>Please note that the pre-proposal conference will immediately be followed by the site visit. Attendance of both is mandatory. Bidders are required to make their own accommodation arrangements. Bidders are further advised to try and make their accommodation arrangements as follows:</p> <ul style="list-style-type: none"> • 24 May 2026 overnight stay in Katse or Ha Lejone (~1hr away from Katse) • 26 May 2026 overnight stay in Thaba-Tseka/Mohale <p>Telephone: <u>(+266) 22 246 000</u> E-mail: <u>procurement@lhda.org.ls</u></p> <p>4 x 4 vehicles will be required: <u>No, but it is recommended</u></p>		Date	Location	Venue	GPS Coordinates	1	25 May 2026	Katse	Katse Operations Building	-29.344134 LAT, 28.506619 LON	2	27 May 2026	Mohale	Mohale Operations Building	-29.461857 LAT, 28.106108 LON
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2.4	<p>The Client will provide the following inputs, reports, etc. to facilitate the preparation of the Proposals:</p> <p>Additional information will be emailed to bidders after the Pre-Bid Meeting.</p>															

B. Preparation of Proposals	
13.1	<p>The Proposal shall comprise the following:</p> <p>1st Inner Envelope with the Technical Proposal:</p> <ul style="list-style-type: none"> (a) Power of Attorney to sign the Proposal & the Contract (b) 4A: Technical Proposal Submission Form (c) 4B: Description of Bidder’s Organization (d) 4C: Description of Approach, Methodology, and Project Organization (e) Work Breakdown Structure (f) 4E: Work Programme (g) 4F: Description of Team Composition (h) 4G: Curriculum Vitae (i) 4H: Comments on the Scope of Services <p>AND</p> <p>2nd Inner Envelope with the Financial Proposal:</p> <ul style="list-style-type: none"> (a) 5A: Financial Proposal Submission Form (b) 5B: Summary of Financial Proposal (c) 5C: Breakdown of Financial Remuneration for Professional Fees (d) 5D: Breakdown of Financial Remuneration for Reimbursable Expenses (e) 5E: Breakdown of Financial Remuneration for Field Investigations
14.1	<p>Key Staff who are independent specialist individuals may participate in more than one proposal for this contract in the following positions:</p> <ul style="list-style-type: none"> • Not Applicable
15.1	<p>Proposals must remain valid for [120 days] calendar days after the proposal submission deadline.</p>
18.1	<p>Clarifications may be requested no later than Fourteen days (14) days before the submission deadline.</p> <p>The contact information for requesting clarifications is:</p> <p>E-mail: procurement@lhda.org.ls</p>
19.1	<p>Bidders are invited to submit bids as a Single Entity, Joint Venture or Consortium.</p>
22.1	<p>A price adjustment provision shall apply in accordance with Sub Clause 5.1.6 of the Particular Conditions of Contract</p>
C. Submission, Opening, and Evaluation	

23.1	<p>The Bidders shall <u>not</u> have the option to submit their Proposals online.</p> <p>The Proposals must be submitted no later than:</p> <p>Date: <u>29 June 2026</u></p> <p>Time: <u>14:00</u>, Lesotho Standard Time</p> <p>The Proposal submission address is:</p> <p>Lesotho Highlands Water Project LHDA Procurement 7th Floor, LHDA Tower Kingsway Maseru, Lesotho</p>
23.2	<p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of: Power of Attorney or any Official document which can indicate that the Signatory has obtained authority to sign documents on behalf of the Bidder.</p> <p>Failure to sign the Bid will render the Bid non-responsive and result in the Bidder being disqualified.</p>
23.5	<p>The Bidder shall submit:</p> <p>(a) Technical Proposal: one (1) original and five (5) copies, and one (1) electronic copy in portable document format (.pdf) placed in portable storage; however, the Work Programme shall also be submitted in its native file format (MS Project). 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: one (1) original and five (5) copies of the Financial Proposal, and one (1) electronic copy in portable document format (.pdf); placed in portable storage, however, summary and breakdown of Financial Remuneration shall also be submitted in Microsoft Excel. 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.</p>
<p>D. Negotiations and Award</p>	
36.1	<p>Expected date and address for contract negotiations:</p> <p>Date: <u>14 August 2026</u> (tentative date but will be confirmed with preferred Bidder)</p> <p>Address: LHDA Tower 7th Floor</p>

	Kingsway Road Maseru, Lesotho
37.2	Key Staff in-person interview is not required.
39.2	Expected date for the commencement of the Services: Date: <u>12 October 2026</u> in Maseru, Kingdom of Lesotho

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



**LESOTHO HIGHLANDS WATER PROJECT
REQUEST FOR PROPOSALS FOR
CONTRACT LHDA No. 1402
FEASIBILITY STUDY FOR THE DEVELOPMENT OF
FLOATING SOLAR POWER PLANTS IN KATSE AND MOHALE RESERVOIRS**

SECTION 3 – SCOPE OF SERVICES

LHDA
LHDA Tower
Kingsway
Maseru, Lesotho

May 2026

SECTION 3 – SCOPE OF SERVICES

Contract LHDA No: **1402**

Contract Name: **Feasibility Study for the Development of Floating Solar Power Plants in Katse and Mohale Reservoirs**

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 four-phased projects was completed in 2003, and the second phase (Phase II) is currently underway.

Phase 1A of the LHWP comprised the construction of Katse dam, from which water is transferred under gravity via concrete line transfer tunnel to the 'Muela hydropower station, from which the water discharges into the 'Muela dam. The water is then delivered through the delivery tunnel into the Ash River, north of Clarens in South Africa. Phase 1B comprised the construction of Mohale dam and a concrete-lined gravity tunnel connecting Mohale reservoir with Katse reservoir. An additional component of Phase 1B was the 19m high Matsoku diversion weir and interconnecting tunnel to transfer water from the Matsoku valley to the Katse reservoir.

1.1 The electricity sector in Lesotho

The electricity sector in Lesotho is characterised by a significant potential of renewable energy resources. However, the current demand for electricity continues to exceed its local generation. Electricity imports from South Africa and Mozambique accounts for nearly 50% of the national electricity consumption, which in South Africa's case comes mostly from non-renewable energy power plants.

Lesotho's electricity policies aim to provide reliable and sustainable energy to all its residents. The country's ambitions are to become fully electricity independent through the use of its renewable energy resources, to increase the electrification rate, and to provide universal energy access by 2030.

Lesotho's National Strategic Development Plan (NSDP) II and Electrification Master Plan highlight the need for the energy sector to harness the available renewable energy potential.

Key Statistics for Lesotho 2024

- Peak Electricity demand: 203 MW
- Electricity consumption: 970 GWh
- Local generation: 532 GWh
- Imported electricity: 438 GWh

Installed and planned capacity

- LHDA (Lesotho Highlands Development Authority)
 - Muela Hydro – 72 MW
 - Katse Mini Hydro – 1 MW (under construction)
 - Oxbow Peaking Hydro – 90 MW (planning)
- LEGCO (Lesotho Electricity Generation Company)
 - Ramarothole Solar PV – 30 MW (commissioned)
 - Ramarothole Solar PV – 50 MW (planned for 2026)
- OnePower Pty Ltd - NEO 1 (IPP)
 - Solar PV – 20 MW (planning)
- Hirundo (IPP) – Wind
 - 100 MW (planning)
- RexiVista (IPP) – Solar PV
 - 100 MW (planning)

1.2 Floating solar power plants

The floating solar power plant concept addresses the concerns of relatively flat land availability and land-use conflicts faced by large-scale ground-based solar power plant projects. It allows for the conservation of land that might otherwise be used, inter alia, for agriculture, tourism, and town planning, by converting underused reservoir surfaces into sites for renewable electricity generation.

These surfaces represent a substantial area, especially on LHWP reservoirs like Mohale, Katse and future Polihali. Only a small portion of the reservoir area will be used to limit potential negative effects on the environment, particularly on water resources biodiversity and on socio-economic activities.

The modular scalable systems are designed for the construction of power plants of relatively high output (more than 100 MW). Standard photovoltaic solar panels are usually mounted on floats.

1.3 The LHDA floating solar power plant project.

Lesotho currently imports nearly 50% of its electricity consumption and is developing various renewable energy projects to decrease this dependence.

The LHDA already produces hydroelectricity and has the strategic goal of furthering electricity generation by developing renewable electricity generation facilities within the LHWP area.

The Katse, Mohale and future Polihali areas are connected to Maseru by 132KV high voltage power lines. and roads used for LHWP implementation, operation, and maintenance activities. These infrastructures could be used for other projects in the area.

The LHDA engaged the Energy Research Centre (National University of Lesotho) to conduct pre-feasibility studies to evaluate the potential of developing floating solar PV plants on the Katse and Mohale lakes. These first studies show that there is a large potential.

The next main steps for the development of the floating solar power plant project are:

- i. Conducting a full feasibility study (subject of the present scope of work)
- ii. Conducting complementary studies (subject of the present scope of work)
- iii. Financing and constructing large-scale FSPV plants of the optimal capacity

1.4 Stakeholders

The development of the project requires the involvement of several stakeholders at different levels:

The Ministry of Natural Resources, MNR

The Ministry of Natural Resources has three departments: Energy, Water, and Minerals. The Ministry of Natural Resources (MNR) and the Ministry of Energy (MoE) oversee the energy sector and are in charge of policy formulation, specifying policy goals and targets, and implementing and coordinating the policies and sector plans. Both ministries are tasked with ensuring the security of energy supplies to meet the national requirement. LHDA gets governments policy directives from the Ministry of Natural Resources, Energy and Meteorology.

The Lesotho Highlands Water Commission, LHWC

The LHWC (formerly the Joint Permanent Technical Commission (JPTC)) was established by the LHWP Treaty of 1986. It comprises two delegations, one from each Party to the Treaty. The LHWC reports to both governments, through their Designated Authorities (Ministry of Natural Resources in Lesotho and Department of Water and Sanitation in South Africa). The LHWC is coordinated by the Secretariat, who provides administrative support to both

delegations and serves as the communication channel between the LHWC and the external parties.

Trans-Caledon Tunnel Authority, TCTA

TCTA is the South-African counterpart of the LHDA.

The Lesotho Electricity Company (Pty) Ltd, LEC

LEC is wholly owned by the Government of Lesotho (GoL) vested with the assets, liabilities, rights, and obligations of the former Lesotho Electricity Corporation. The company assumes a separate legal persona and can sue or be sued in its own right. It is licensed to operate under the Lesotho Electricity Authority Act of 2002 as amended. LEC is involved in the project as the operator of the transmission network and main off taker of the electricity production.

Southern African Power Pool, SAPP

The SAPP was created in August 1995 at the SADC summit held in Kempton Park, South Africa, when member governments of SADC1 signed an Inter-Governmental Memorandum of Understanding for the establishment of an electricity power pool in the region called the Southern African Power Pool. The SAPP coordinates the planning and operation of the electric power systems of its member utilities. The SAPP provides a forum for regional solutions to electric energy problems and acts as the regional energy market where potential electricity surpluses could be sold.

Lesotho Electricity and Water Authority, LEWA

LEWA is the Electricity Regulation Authority in Lesotho. It is a statutory body established through the Lesotho Electricity Authority Act (Act no 12 of 2002) as amended. The general duties of the LEWA are detailed in section 21 (1) of the aforementioned Act.

Lesotho Electricity Generation Company, LEGCO

LEGCO is a company wholly owned by the Government of Lesotho and was established on 29 January 2020, as a public company under the Companies Act of 2011. It commenced its full operations on 1 September 2020. LEGCO's mandate includes promoting electricity generation in the country and ensuring security of the electricity supply to achieve self-sufficiency and electricity independence. One of the electricity generation projects under its direct supervision is the 70 MW solar project at Ha Ramarothole in Mafeteng.

Energy Research Centre, National University of Lesotho, NUL-ERC

The NUL Energy Research Centre aims to tackle Lesotho's energy and climate change challenges by developing and/or adapting knowledge and technologies for a smooth transition to a sustainable energy system. The ERC supported the LHDA floating solar project by conducting the pre-feasibility studies and researching local financing solutions.

The Department of Environment

The Department of Environment is responsible for issuing Records of Decision (ROD) as environmental clearance to allow projects to be implemented.

Eskom

Eskom is a South African electricity utility that is a member of SAPP and has entered into a long-term agreement with LEC for the supply of electricity. LEC imports the bulk of its electricity from Eskom.

EDM, Electricidade de Moçambique

EDM is a Mozambican electricity utility that is a member of SAPP and currently supply Lesotho with up to 20 MW of power.

Local Authorities / communities

Lesotho's local government structure is part of a broader decentralization policy, aiming to empower local communities and improve service delivery. Local authorities are responsible for various functions, including land allocation, road construction, and general service delivery to advance community development. Communities are the general public who are directly or indirectly affected by the LHWP.

Aquaculture operators

The LHWP aims to develop the areas around the dams for economic activities, including aquaculture and there are two aquaculture operations already ongoing in the Katse reservoir.

2. OBJECTIVE OF ASSIGNMENT

The objective of the assignment is to procure a Consultant for the Provision of Professional Services towards a comprehensive definition of a floating solar power plant project on the Mohale and Katse reservoirs, encompassing its technical, economic, financial, environmental, and social dimensions

3. SCOPE OF SERVICES TO BE PROVIDED

The specific objectives of the assignment are as follows:

- i. Support LHDA in defining the project, advising them on the choices to be made, such as project phasing, site selection, size and technologies of the power plants.
- ii. Develop a preliminary design, covering the various aspects, particularly technical, economic, financial, environmental and social.
- iii. Compile the tender documents for the EPC contract for the project, including capacity building to transfer operation and maintenance to LHDA

The main tasks involved in fulfilling these responsibilities are specified below.

3.1. Task 1: Literature Review

3.1.1. Data collection and review of existing documents

At the start of its services, the Consultant will organise a start-up visit in coordination with LHDA, with the following purposes:

- Identify the operational contacts for the Project, at LHDA, LEC, Ministry of Energy, and the other stakeholders.
- Identify the Project's stakeholders more widely and plan their involvement in the project, in close cooperation with LHDA.
- Confirm the methodology, timetable, monitoring and procedures for the service.
- Collect the data and documents required for the assignment, and in particular:
 - Pre-feasibility study reports, LHDA
 - LHDA 10-Year Strategy Document, LHDA – Least Cost Electricity Generation Development Plan (draft), World Bank
 - National Renewables Grid Connection Capacity Study, (ongoing GET.transform), LEC – National electricity grid model (DigSILENT Powerfactory), (ongoing GET.transform), LEC – Grid code 2015 and update 2025 (if approved), LEWA
 - Electricity regulation, LEWA
 - Topography/bathymetry of lakes, LHDA
 - Geotechnical studies of dam, intake tower, tunnels, LHDA
 - Sedimentation study, LHDA
 - Environmental & Social studies of the lakes, LHDA
 - Water level variations data, LHDA
 - Meteorological data (Wind, temperature, rain, snow) from the LHDA weather stations at Mohale and Katse dams.
 - Meteorological data, Lesotho Meteorological Services 10
 - Existing meteorological, aerologic (wind speed) and solar irradiation data from other sources
- Operation data for the lakes and dam (plans, currents, power production and use, etc.), LHDA – Katse dam Mini-hydro rehabilitation project feasibility study, LHDA

- National Electricity Transmission diagram including details of the substations at Katse and Mohale, LHDA / LEC
- Data and documents relating to the electricity network, in particular the history and load forecasts for the substations and the network
- Lesotho Energy Policy (LEP) 2015 - 2025
- All other available data deemed necessary by the Consultant.

The start-up visit will include a kick-off meeting in Maseru and a site visit to Mohale and Katse lakes.

The Consultant will review the prefeasibility studies by ERC on Katse and Mohale Solar PV and other relevant studies and reports. Relevant stakeholders will be consulted at this stage to solicit their inputs

3.1.2. Task 1 Deliverables

- i. Draft Inception Report in Microsoft Word
- ii. Presentation of the Inception Report
- iii. Final Inception Report in Microsoft Word and Portable Document Format (PDF)

3.2. Task 2: Feasibility study

3.2.1. Site identification for the power plants and associated infrastructure

The Consultant will identify the most appropriate sites for the large-scale plants (50 to 200 MW on each lake), based on:

- The general environment of the project, type of land and topography, soil problems, shadings from the surrounding mountains, nearby industry or roads, climatic risks (flooding, storms, ice, snow, etc.).
- The dam's natural and operating conditions (bathymetry, water level variations, soil type, bank geometry, water current speed, etc.).
- Grid connection and evacuation constraints.
- The need for road access given the transport requirements for PV plant components.
- Accessibility requirements for the construction and operation phases.
- The environmental and social impact of the Project (on the land and lake).

The Consultant will present the alternatives (three maximum) to LHDA for decision making, considering the differences in implementation and operating costs of the Project and market conditions. Each alternative will be visually represented by a schematic layout of the infrastructure overlaid on a satellite image.

3.2.2. Preliminary design of the PV plant and layout plans

For each alternative, the Consultant will propose a dimensioning of the various plant equipment, in particular:

- The total power to be installed per site selected.

- Proposal for the most suitable solar PV technology for technical and financial optimisation.
- Proposal for the power of inverters and transformers.

In addition, for each alternative, the Consultant will present a preliminary layout plan for the PV plant based on:

- The topography and bathymetry of the site.
- Access from the main road.
- Connection to the network.
- The main layout parameters of the floating PV plant (orientation/azimuth, tilt of the modules, arrangement of the modules, etc.).
- The sizing of the LV-HV inverter/transformer units.

3.2.3. Estimated yield.

The Consultant will collect and compare all available meteorological (including temperature and wind data) and solar data for the selected site, including:

- LHDA weather stations.
- Lesotho Meteorological Services.
- International databases such as Meteonorm, PVGIS, and SolarGIS.

The Consultant shall consider satellite data with a spatial resolution that meet the project's requirement.

The Consultant will collect long-term data series (at least 10 years) on solar irradiation from satellite measurements. The TMY (Typical Meteorological Year) file based on these time series will also be supplied by the service provider.

In terms of content, the minimum requirements for data are:

- Horizontal global solar irradiation (GHI), in kWh/m²
- Diffuse solar irradiation (DHI), in kWh/m²
- Direct normal solar irradiation (DNI), in kWh/m²
- Ambient temperature, in °C 12
- Relative humidity (RH), in
- Wind speed at 10 m, in m/s
- Precipitation (kg/m²)

Based on these data and technological assumptions to be specified, the Consultant will conduct a summary yield study to forecast the annual yield over 25 years, utilising a worldwide recognised yield tool such as PVsyst or an equivalent.

3.2.4 Summary economic and financial analysis

The Consultant will present a summary of economic and financial analysis of the project with three relevant scenarios in the power range between 50 and 400 MWp (2x200MWp).

To inform the budget estimate, the Consultant will specify the assumptions used, with particular attention to the origin of the price data.

The Consultant shall indicate in their bid the methodology for calculating the Engineering Procurement & Construction (EPC) contract price.

3.2.5 Task 2 deliverables

- Feasibility study (Word & PDF), including:
- A clear and comprehensive executive summary (1 to 2 pages)
- The components requested in this document, in particular:
 - Assessment of solar irradiation
 - Comparative study of sites and power plant output and their producibility
 - Summary economic and financial analysis
 - Recommendations for the phasing of the project
 - Project timetable
- Annexes:
 - The references of the documents used to produce the document
 - Schematic layout of alternatives on satellite image
 - Source documents used to produce the feasibility study
 - The adjusted timetable for the Consultant's assignment

3.3. Task 3: Detailed preliminary design

At the end of Task 2, the sites and power output of the plants are defined. Task 3 will design the project in detail.

3.3.1. Grid impact study for the large-scale plants.

The grid impact study is to be carried out by the Consultant:

- Load flow calculation:
- Steady state operation.
- Contingency operation (safety n-1).
- Evaluation of short-circuit currents.
- Dynamic behaviour:
- Static stability.
- Transient stability.
- Quality of electricity supply:
- Harmonic analysis.
- Flicker analysis.

This study will also consider the dynamic functions of the inverters, in particular, the possible injection of reactive power into the grid. It should enable the definition of the

technical specifications for all equipment required to comply with the technical criteria for grid operation, as outlined in the grid code.

The power system model data file shall be obtained from LEC.

3.3.2. Technology assessment

The technology assessment aims at evaluating the most appropriate technologies and configuration for the plant, considering in particular:

- The local context.
- The global market for solar power plants, especially floating ones.

- Site-specific conditions:
 - The dam's natural and operating conditions (bathymetry, water level variations, current, flood safety, management in the event of reservoir emptying, etc.).
 - Topography and available geotechnical studies.
 - Network studies (including but not limited to short-circuit current studies, load flow studies, power supply quality studies, stability studies, including costs and obstacles to grid connection);
 - Local conditions: irradiation, humidity, temperatures, wind speed on the lake, storm, ice, snow, waves, dust, etc.
 - Other relevant factors: access roads, water requirements, etc.
 - Theoretical and actual performance of the various technologies:
 - Estimated energy yield for the different technologies considered.;
 - Feedback from existing power plants.
 - Cost considerations: cost estimates for CAPEX, OPEX.
 - The following options/technologies will be studied:
 - Technology and type of solar module, as well as the type of certification required:
 - Bifacial vs monofacial PV modules, glass-glass vs standard backsheet modules
 - Characteristics of the floaters
 - Size of the floating islands
 - Electrical architecture: "central" or "string" inverter, shore-mounted or floating inverter, centralised or distributed auxiliary power supply, etc.
 - Different solutions for platforms, mooring and anchoring floating modules.
 - Site access arrangements during the construction and operational phases.
 - Connection to an existing transformer substation whenever possible and, failing that, creation of a new injection substation for HV.
 - Network services to be recommended for the power plant, in particular to ensure network stability.
- Various monitoring and control solutions will be studied, including (i) a control system operating from an existing control centre and (ii) a remotely

operated system enabling the power station to be monitored and controlled from the national dispatching centre.

The Consultant will provide recommendations on the most relevant options derived from the analysis, incorporating a quantified cost-benefit analysis and addressing such aspects as availability, interoperability, reliability, potential for extension, operation, and maintenance.

3.3.3. Study according to the technological options selected.

The Consultant will carry out an in-depth study to develop the technical design of the works based on the selected technological choices. The level of detail will be adapted to the production of the tender documents for an EPC contract.

Grid connection

- Analysis of the existing local load, considering network specifications and the availability of substations in the area.
- Connection requirements, in line with the grid code.
- Analysis of the PV power plant's influence on the grid, particularly in terms of line loadings, voltage, frequency, harmonics, flicker, losses, etc.

Technical design

- Preparation of preliminary plans for the power station and associated infrastructure (road, power lines, and substation)
- Protective equipment for equipment and living beings, earthing principles
- Specification of the management of overheating and the risk of flooding in plant rooms
- Standard single-line diagram representing
- Module chain
- Connection box, including DC protection equipment
- Inverters
- Earthing equipment
- Lightning and AC overvoltage protection
- Transformer
- Connection to the network
- All network equipment, particularly protection equipment (circuit breaker, fuse)
- Other
- Performance guarantees, and guarantees for the various components expected from contractors and manufacturers, as well as the insurance programme to be implemented for the power plants (analysis of requirements for module performance guarantees in particular). The consultant will estimate an acceptable Performance Ratio for the plant.
- The Consultant will provide full specifications for each piece of equipment (standards, efficiency, operating range, etc.).

- The Consultant will indicate which equipment can be designed or supplied locally.

Estimated yield

In connection with the study on irradiation, the Consultant will carry out a detailed energy yield study using internationally recognised software adapted to floating solar energy and will indicate the following elements:

- Shading considered.
- Hourly, daily, and annual solar electricity production.
- Analysis p50-p75-p90.
- Loss of production over time, considering local conditions (heat, dust), based on feedback from power plants operating in similar conditions, in particular floating solar power plants.

These studies will conclude with an annual production forecast for the first year, the plant's performance ratio (PR), and the plant's specific production (PS in kWh/kWp/year). Monthly production curves will be presented. This energy yield study for year 1 will be supplemented with an estimate of production over the first 25 years of operation, considering a realistic annual degradation factor for the modules.

3.4. Project implementation

The Consultant will analyse the capacity (for example, composition, size, etc) of the LHDA project implementation team, and will provide conclusions and recommendations, specifically addressing the capacity building needs of LHDA.

3.5. Operation and maintenance

The Consultant will explore the available options for site operation, including (i) operation by LHDA or (ii) operation by a private company.

The Consultant will conduct a comparative analysis of different options, highlighting their advantages and disadvantages. The Consultant will analyse the needs for reinforcement or additional training of the LHDA teams in the different scenarios. In addition, recommendations on the provisions to be included in the EPC contract for the first years of operation (full operation VS different levels of technical assistance, with performance guarantees at stake, etc.) will be provided.

3.6. Budget

Based on the chosen configuration, the Consultant will elaborate a project budget with a detailed breakdown by sub-project (execution of complementary studies, civil works, solar power plant, lines, grid connection, training, etc.).

3.7. Project implementation plan

The Consultant will elaborate the Project implementation plan and timetable, identifying:

- The various phases and milestones: undertaking of complementary studies, production of the tender document, consultation with contractors and analysis of tenders, construction, commissioning and acceptance, training/operation
- The critical path.

3.7.1 Complementary studies: topography, bathymetry, and geotechnical detailed studies The Consultant shall specify the studies necessary to provide the EPC bidders with factual elements to reduce their risks, and therefore the uncertainties they would have to budget for, and to obtain quality bids at reasonable prices at the end of the EPC bidding process.

At this stage, three types of studies seem necessary: topographical studies, bathymetric measurements, and geotechnical analyses.

The Consultant will estimate the budget for the studies needed for the large-scale plants.

In their proposal, tenderers will explain their methodology for the technical specification of these studies.

Topographical survey

The main objective is to characterise the most favourable areas to install the associated infrastructure (roads, pre-assembly and launch area, power lines, technical buildings).

Bathymetric measurements

If the topographic data from the valleys before dam construction are insufficient, these complementary measurements could be needed to identify and specify anchoring solutions for floating modules.

Geotechnical analysis

The aim is to identify (i) the most appropriate type of anchoring and mooring for the floating solar power plant, and (ii) the type of foundations required for the evacuation line. These analyses, therefore, include samples taken both underwater and on land.

3.7.2 Economic analysis

For the Project as a whole, the Consultant will evaluate – over a duration to be determined in accordance with the service life of the installations - the internal rate return (IRR) as well as the net present value (NPV), the latter calculated using

a discount rate consistent with those typically applied for similar projects in Lesotho, from the national community's perspective. In addition to the IRR and NPV, the modelling will calculate the key investment ratios (LCOE or levelized cost of energy in €/kWh, unit investment cost in €/kW, total life cycle cost).

To this end, the Consultant will define, in consultation with the Client, a reference situation ("without project" situation). This reference will then be used to compare the monetary costs and benefits flows of the "with project" situation, including both negative and positive externalities across the various technical configurations identified. The Consultant will provide spreadsheet tables of cashflows and calculation of the IRR and NPV, accompanied by a table of assumptions that can be easily configured.

The Consultant will perform sensitivity tests of the IRR and NPV (i) to the cost and time taken to complete the investment, (ii) to the volume of activity, and (iii) to operating costs. The probable distribution of the project's monetary costs and benefits across the various categories of stakeholders will also be analysed, notably (i) categories of consumers, especially including the poorest population, (ii) LHDA, and (iii) the State. Specifically, the consultant will analyse how the project's financial costs (investment and operating costs) and generated revenues are distributed between the project stakeholders: the public finances and LHDA.

The tools will be developed by the Consultant in a format to be validated by LHDA (e.g. Excel spreadsheets) and will be delivered to the client for their further use with clear instructions for use. A training session will be organised by the Consultant for LHDA executives.

The Consultant will detail and justify all the assumptions used for the modelling, and in particular:

- Investment costs (development, project management, construction, connection, training, etc.)
- Operating and maintenance costs, including insurance
- Taxes, customs duties, and other charges
- Loss of performance of the production system over time

The economic study will estimate the costs avoided or profits gained by Lesotho for its energy and power supply across different production periods within a day, based on alternative lower-cost generation scenarios, particularly imports. The client will be able to update and use the prepared models/tools, to adapt to changing circumstances.

Developmental impact assessment

The Consultant will develop a matrix of performance indicators to measure and monitor the impacts of the project (non-exhaustive list): increase in renewable energy production, job creation (construction and operation), technology transfer, GHG reduction, etc.

3.7.3 Financial analysis

The consultant will analyse the project's financial costs (investment and operating costs) and generated revenues. For the revenues, the Consultant will propose a calculation for a cost-reflective tariff that could be used in the PPA between LHDA (producer) and LEC (off-taker). The Consultant will assist the Client to get a formal agreement from LEC to purchase electricity production from the Project and draft the PPA document. The Consultant will make financial projections in current currency, with identified inflation assumptions, over the loan horizon, with a more detailed analysis over the first five years and a more concise one for the subsequent years, including:

- The financing plan for the initial investment programme;
- Projected income statements;
- A forecast cash-flow table, considering the aforementioned financing plan and working capital requirements, and showing the annual cash generated and at disposal for debt servicing;
- Calculating key ratios for debt, debt service cover, solvency, and return on investment.

The objective of this financial study is i) to measure the financial profitability of the Project under the given financial conditions, ii) to define the electricity sales terms.

The consultant will test the sensitivity of the financial model results to the financing conditions, the power station's output, the cost and time taken to complete the investment, the prices of the services provided by the project, and other significant parameters for the project. The model parameters should also allow for a presentation of the projections in "real" terms by excluding the effects of inflation.

A usable version of the financial tool will be provided to the Client. It will be designed to allow for easy simulations by varying the assumptions (grouped together in an initial table), while the results will be presented in a summary table.

3.7.4 Carbon footprint

The Consultant will carry out a carbon assessment of the Project, and for this purpose, will define the indicators measuring the project's contribution to mitigation (CO₂ saved) and adaptation (impact of access to energy on resilience/adaptation) to be monitored. The Consultant will carry out an ex-ante

calculation and must be able to justify and substantiate the data and methodological approach used.

The consultant shall recommend how the project can access carbon reduction financing and include it in the financial analysis.

3.7.5 Risk analysis

The Consultant will identify and assess the risks (and their impacts) likely to affect the project and the various stakeholders (State, other public authorities, promoters, builders, operators, financial backers, users and clients, general public), during the construction and operating periods: institutional and political, social, monetary, financial, technical, macro-economic, commercial and environmental risks. Recommendations will be formulated for each category of risk, aiming to reduce the risk where practicable and to ensure the most appropriate allocation of each risk to the party best suited for its management.

3.7.6 Task 3 deliverables

The main deliverable for Task 3 is the detailed preliminary design, comprised of the following:

- A Word document including:
 - A clear and comprehensive executive summary (max. 5 pages)
 - Detailed methodologies for technical studies
 - Recommendations for the rest of the project
 - The components requested in this document, in particular:
- Results of the technological study and detailed technical studies
 - Economic and financial analysis
 - Carbon footprint
 - Risk analysis
 - Documents to add in attachment:
 - ToRs for the complementary studies
 - List of data collected and their source
 - The references of the documents used to produce the document
 - Plans for the power station 20
 - The Excel models requested for this assignment which must clearly indicate: (i) all the assumptions used, (ii) the input data, (iii) the sensitivity scenarios.
 - Source files of electricity network models that can be used by other experts
 - The Excel file for calculating the carbon footprint
 - Data files requested for this assignment
 - Plans in a format that can be modified by other experts (e.g. AutoCAD, etc.)
 - A PowerPoint presentation suitable for LHDA executive-level decision-making
 - Any other source documents used to produce the deliverables.

- Grid stability study
- The timetable for the Project and the Consultant's assignment

3.8 Task 4: Environmental and social impact screening

General

An Environmental and Social Screening is an important tool for “early decision making” in a project, to identify, describe, and integrate key environmental and social aspects during the preparation of preliminary project designs, and to ensure that the project will be feasible considering the environmental and social risks. The general objectives of the Internal Environmental and Social Impact Screening encompass at least:

- 1) A description of the legislative and regulatory framework within which the project will be executed to ensure compliance. Where relevant, the international legislation and best practice standards as stipulated by institutions such as the World Bank and IFC will also be considered. In particular, the Consultant will undertake a review of the legal status of the LHDA and recommend best development options for the effective implementation of the FSPV plants.;
- 2) Stakeholder identification and mapping and initiating the development of a database including interested and/or affected parties (I&APs), institutions, and authorities relevant to the project;
- 3) A high-level description of the current environment (i.e., baseline environmental and social considerations) in the project area, including maps;
- 4) A qualitative description of the potential environmental and social aspects and potential impacts of the project;
- 5) Contribution to the overall “alternatives decision-making process” where technical, financial, environmental, and social criteria need to be considered, amongst others;
- 6) Setting the Terms of Reference for additional monitoring requirements (and/or further assessment, mitigation and management requirements), an Environmental and Social Impact Assessment (ESIA) (i.e. Application) process, including the ultimate development of an Environmental and Social Management Plan (ESMP) to be carried out in parallel with further Project development and more detailed technical studies.

3.8.1 Proposed steps for Environmental and Social Screening Study

For the Environmental and Social Screening Study, the Consultant is expected to undertake the following activities:

- Inception meeting with the project team to discuss and agree on the process, methodology, time frames, information sharing, contractual matters, etc.
- Prepare a detailed timetable for executing the Screening Study.

- Prepare the terms of reference for Specialists to provide input into the Screening Study and appoint the Specialists. However, the Environmental Assessment Practitioner leading the Environmental and Social Screening Study must confirm the need for other possible specialists during the Project inception and further review of information:
 - Social scientist with a good understanding of the local socio-economic set-up.
 - Broad-based specialist in ecology, also acquainted with avifauna.
- Collate relevant existing literature and identify further information needs to gain a clear understanding of the project's proposed activities, facilities/infrastructure, and initial layout options.
 - Request the listed information from the project team.
 - Obtain all relevant information about the project and review this information.
 - Arrange and conduct a joint site visit with the project team to gain an accurate understanding of the proposed project's facilities and activities within the context of the current environment.
- Ensure a shared understanding and agreement on the tasks for the next stages with the project team.
- As part of the Specialist's assignment, provide a screening-level (qualitative) description of the current (baseline) environmental and social conditions emphasising on any "sensitivities".
 - Provide a biophysical and socio-economic overview of the project area, supplemented with maps.
 - Describe the proposed project's facilities and activities in the context of the baseline situation and sensitivities.
- Initially identify the environmental and social aspects, and potential impacts related to the proposed project - taking into account its activities, facilities, and indicative layout options, - incorporating insights from appointed specialists.
- Qualitatively assess the project's potential impacts from an environmental and social standpoint, incorporating inputs from the appointed specialists. Aligned with this, the following activities are required:
 - Identify the Environmental and Social Risks of the project.
 - Determine possible "red flags" / potential "fatal flaws" of the project.
 - Identify possible alternatives to further advise the client and project team, to mitigate key sensitivities / risks.
 - Describe the potential impacts.
- Identify the relevant specialist studies to be undertaken as part of the ESIA (application) process and define their Scope of Work.

- Identify long-term environmental monitoring requirements for prompt implementation, potentially before the ESIA (Application) process begins.
 - Formulate recommendations of immediate monitoring actions required to further establish the existing environment/baseline conditions - for integration into the assessments, including specialists' assessments.
 - Consider international best practice requirements (e.g., avifauna monitoring, etc.).
- Review the existing stakeholder information provided by the project team.
 - Include parties with which the project team has earlier / ongoing consultations.
 - Identify I&APs and authorities as deemed necessary.
 - Identify the pertinent stakeholders and procure their contact information.
 - Determine the need for initial consultation with key Stakeholders / I&APs during the Screening Phase to better understand key risks, and the environmental and social aspects to consider.
- Develop a stakeholder database.
 - Populate the stakeholder database with all existing information
 - Update the database as information about I&APs becomes available.
 - Add I&APs as responses to the initial public participation process become available.
 - Update the stakeholder database continuously.
- Conduct a Key Stakeholder Analysis.
 - Once the preliminary I&AP database has been created, it is important to understand each stakeholder's relevance to the project and to determine which stakeholders are most useful to engage with. It is often not practical and usually not necessary to always engage with all stakeholder groups with the same level of intensity during the ESIA process.
- Describe the legal and regulatory framework relevant to the project, including the institutional context and main role players.
 - In addition to the international and national legislative and regulatory framework, identify all standards applicable to the project, e.g., World Bank, EIB, AFD, IFC, 23 African Development Bank's requirements, in consultation with the client and possible donor needs.
 - Review Lesotho's current legal requirements pertaining to the ESIA Application process to be followed. Where required, also engage with the relevant Ministry for further clarification.

- Review Lesotho’s current legal requirements pertaining to electricity production to be followed. Where required, also engage with the relevant Ministry for further clarification.
- Provide input (i.e., environmental and social criteria) to the Project’s Technical Team, who should facilitate the “alternative Decision-making” process. The ultimate goal should be to develop a “Go-Forward” Concept project design, which already considers the key environmental and social criteria, to be further assessed in the ESIA process. This “Concept project design” will then be further influenced by the outcome of the ESIA.
 - Formulate the Terms of Reference for a detailed ESIA and ESMP proposal.
 - Identify the specialists necessary for the ESIA process and ESMP development (including those not previously identified), and develop their respective TOR, including further baseline monitoring requirements (see earlier comments on monitoring).
 - Stipulate the detailed steps of the proposed ESIA (Application) process to be followed, which should broadly include a Scoping phase and an Impact Assessment phase with the ultimate development of an ESMP.
 - Provide a costing sheet for the proposed ESIA and ESMP.
 - Provide a project schedule/timeline for the proposed ESIA and ESMP process.

3.8.2 Task 4 deliverables

The main deliverable of this task is an Environmental and Social Screening Report that incorporates all of the requirements outlined in the previous section.

3.9 Task 5: Preparation of the EPC Tender documents (option)

LHDA will decide if task 5 is requested and inform the Consultant.

3.9.1 Choice of project perimeter

The EPC contract is expected to include all the works and associated services required to build the Project.

LHDA will confirm the project's scope based on the results of the previous tasks prior to preparing the tender documents. A two-day workshop will be organised in Maseru, during which the Consultant will present the conclusions of tasks 2, 3 and 4. It may be necessary to adjust the scope of the project.

The tender documents should specify the requirements for the construction period, the guaranteed efficiency of the solar PV module, and the energy to be produced. They will also include the contractor's obligations relating to permits, licences and consents, quality assurance and inspections, health,

safety and environmental requirements, codes and standards, packaging, transport, and customs clearance formalities, etc. The RFPs will describe the operating and training services expected.

3.9.2 Drawing up the EPC Tender Documents

Once the scope has been confirmed, the Consultant will produce the following procurement documents relating to the EPC contract:

- Pre-qualification documents
- Evaluation criteria for pre-qualification applications
- Tender documents including (i) the technical specifications (parts of the feasibility study may be attached to the RFP to facilitate the proposals preparation), taking into account all the environmental and social specifications from the E&S screening, ii) the description and quantification of the performance objectives (specifically those pertaining to a floating solar power plant), standards to be met, guarantees, terms of remuneration for the contractor (iii) instructions to tenderers, specific data, forms, general and special conditions of contract, etc.
- Bid evaluation criteria These documents will be elaborated (i) in accordance with the LHDA Procurement Policy and Lenders Guidelines for Procurement in Foreign Countries, and (ii) using the latest available versions of tender document templates.

3.9.3 Task 5 deliverables

- Pre-qualification document
- Evaluation criteria for pre-qualification applications
- Tender documents
- Bid evaluation criteria

4. TERMS AND CONDITIONS

4.1 Experience and approach of the Consultant.

The LHDA floating solar power plant project could be instrumental in the development of floating solar power plant technology in Lesotho. Consequently, the Consultant is expected to mobilise a team of high-level experts on the various key issues, especially on anchoring and mooring issues regarding the high amplitude water level variations.

In addition, the Consultant should be capable of mobilising a multi-disciplinary team with (i) expertise in supporting the development of PV power plants with experience in 25 floating solar power, (ii) good knowledge of regional electricity sector, (iii) the ability to establish a constructive, high-quality dialogue with the various stakeholders.

4.2 EXPECTED SUPPORT METHODOLOGY

It is expected that the Consultant's bid will present a detailed methodology satisfying the requirements outlined in this scope of work, and precisely specifying the

composition of the project team, the methods, working procedures and tools implemented to achieve the objectives of the Consultant's assignment.

The Consultant shall highlight any additional or amending elements to those provided in this document.

The Consultant shall describe its communication strategy to ensure regular exchanges with LHDA and other relevant stakeholders regarding the progress of ongoing actions and the service schedule.

4.3 PROGRAMME

It is anticipated that the Services will commence following award. The estimated time to complete the assignment is eight (8) months. The Consultant shall prepare a detailed Programme of activities and resources to show how this timeframe will be met. The Programme shall reference interdependence between tasks and sub-tasks. All tasks and sub-tasks shall be allocated fixed durations. There shall be no “open-ended” tasks. Personnel input in person-days (or months) for each task/sub-task must be included in the Technical Proposal.

This Programme will be the basis on which reporting and monitoring of performance will be measured against.

The Consultant is invited to comment on the proposed timetable below.

ACTIVITIES	M1	M2	M3	M4	M5	M6	M7	M8
Task 1: Inception	X							
Task 2: Feasibility study		X	X					
Task 2: Detailed preliminary design			X	X	X			
Task 3: Env. Social and legal screening		X	X	X				
Task 4: Drafting of EPC tender documents						X	X	X

4.4 DELIVERABLES

The following deliverables are to be provided in two (2) printed copies and one (1) electronic copy and are to be produced for each of the sites, and one (1) set containing all the site.

- 4.4.1 Inception report
- 4.4.2 Draft Feasibility Study for the Development of Floating Solar Power Plants in Katse and Mohale Reservoirs Report
- 4.4.3 Final Feasibility Study for the Development of Floating Solar Power Plants in Katse and Mohale Reservoirs Report

5. INFORMATION AND FACILITIES TO BE MADE AVAILABLE BY THE CLIENT

After the award of the Contract, the Client will provide the successful Bidder with documentation and information related to the Project and Project Area that may be required by the Consultant in pursuing the tasks under this Scope of Services.

The Client will provide written confirmation of the Consultant's participation in the Project (e.g. letters of introduction). While the Client may assist where possible, it is solely the Consultant's responsibility to comply with the laws of Lesotho.

The Client will make available office space at the various sites for the duration of the contract.

6. FACILITIES TO BE PROVIDED BY THE CONSULTANT

- 6.1. The Consultant shall ensure that key staff are available in Lesotho for the feasibility study.
- 6.2. The Consultant shall be responsible for providing all office equipment, tools, computers, printers, supplies, stationery, and communications and transport that may be required for the execution of the Services.
- 6.3. Costs to produce reports shall be included in the pay items for disbursements.
- 6.4. Any Personal Protective Equipment (PPE) required by the Consultant's staff shall be at no additional cost to the Client.

7. TEAM COMPOSITION AND QUALIFICATION REQUIREMENTS FOR KEY STAFF

The Consultant shall assign sufficient suitably qualified staff with adequate experience for the execution of the tasks involved. Considerable weight will be given to the qualifications and experience of key staff assigned to the project as described in the Bidder's proposal during evaluation

The consultant's proposal shall set out in detail the key staff and the duration for which the services are required in person/days. The Consultant shall present the staffing schedule in a manner that makes it clear as to which personnel will be involved in a specific activity. A staff organogram reflecting the activities envisioned should therefore be presented. All the Consultant staff shall be proficient in the English language.

The following paragraphs are brief descriptions of the experience, qualifications and duties that the Client considers will be required of the Consultant's key staff members for the assignment. Bids will be assessed against the desired minimum experience and qualification requirements in accordance with Section 7.1.

7.1. KEY STAFF

- a. **Project Manager** - The project manager will be responsible for coordinating all the Consultant's services and managing the relationship with LHDA. This includes the capability to coordinate and guide the team's actions, including on environmental and social aspects.
 - i. **Qualifications:** Electrical or electromechanical engineer or equivalent with a minimum of 15 years of experience. Registration as a Professional Engineer with Engineering Council of South Africa (ECSA) or equivalent international registration
 - ii. **Minimum experience:**
 - Proven expertise in the electricity sector, with several years of experience in PV power plant projects and the electricity sector in the region
 - 3 similar support assignments for solar power plants
 - 4 years of experience in Sub-Saharan Africa
- b. **Engineer – Floating Solar Energy:**
 - i. **Qualification:** Engineer with a minimum of 15 years of experience in infrastructure projects and 2 years with floating solar PV plants projects. Registration as a Professional Engineer with ECSA or equivalent international registration
 - ii. **Minimum experience:**
 - Proven expertise in the design and construction of PV power plants
 - 2 years' experience in designing or building a floating solar power plant
 - 2 years' experience in PV plant design or construction in the region
- c. **Engineer – substations and lines/electrical engineering:**
 - i. **Qualification:** Electrical Engineer with a minimum of 10 years of experience. Registration as a Professional Engineer with ECSA or equivalent international registration
 - ii. **Minimum experience:**
 - Proven expertise in the study and design of substations and power lines
 - 5 years of experience in the study and design of substations and power lines
 - 5 years experiences of connecting a power plant

- 2 years experiences of connecting a solar power plant

d. **Engineer - electricity grid modelling** - Electrical engineering expertise specialising in network modelling and calculation.

i. **Qualifications:** Electrical Engineer with a minimum of 10 years of experience. Registration as a Professional Engineer with ECSA or equivalent international registration

ii. **Minimum experience:**

- Proven expertise in network modelling simulations
- 5 years of experience in network modelling simulations
- 2 years grid impact studies for a solar power plant project, including 1 grid impact study for a solar power plant project.

e. **Expert - anchoring and mooring solutions**

i. **Qualification:** Civil Engineer or similar with a minimum of 10 years of experience. Registration as a Professional Engineer with ECSA or equivalent international registration

ii. **Minimum experience:**

- Proven expertise in the design/construction of anchoring/ mooring solutions for floating structures
- 5 years experiences in the design/construction of anchoring/ mooring solutions for floating structures
- Experience in the design/construction of anchoring/ mooring solutions for floating structures with high water level variation.

f. **Civil Engineer**

i. **Qualification:** Civil Engineer with a minimum of 10 years of experience. Registration as a Professional Engineer with ECSA or equivalent international registration

ii. **Minimum experience:**

- Proven expertise in the design of earthworks and access roads
- Experience in the design of civil works

g. **Expert – Economic and Financial field**

i. **Qualification:** Economist or Engineer with a minimum of 15 years of experience.

ii. **Minimum experience:**

- Proven expertise in the economic and financial analysis of power generation plants.

- 2 years experiences in the economic and financial evaluation of a solar power plant in Africa.

h. Expert – Procurement

- i. **Qualification:** Lawyer or Engineer with a minimum of 8 years of experience.
- ii. **Minimum experience:**
 - Proven expertise in procurement in developing countries with international donor funding
 - 1 year experience in EPC tender document development for a solar power plant

i. Expert – Environment

- i. **Minimum experience:**
 - Proven expertise in environmental impact assessments
 - 10 years of experience in environmental impact assessment
 - 5 years of experience working in the region
 - 1 experience of an environmental impact study for an infrastructure development project with a reservoir, or a floating solar power plant, or similar
 - 1 environmental impact study in the region.

j. Expert – Social Issues

- i. **Minimum experience:**
 - Proven expertise in social impact assessments
 - 5 years of experience working in the region
 - 2 years experiences working in Lesotho
 - 1 experience of a social impact study for an infrastructure development project

k. Expert – Ecology

- i. **Minimum experience:**
 - Proven expertise in ecology
 - Proven expertise in avifauna
 - 5 years of experience working in the region

7.2. OTHER TECHNICAL SUPPORT AND ADMINISTRATIVE STAFF

The Consultant may provide technical support staff, as required to successfully execute the assignment.

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



**LESOTHO HIGHLANDS WATER PROJECT
REQUEST FOR PROPOSALS FOR
CONTRACT LHDA No. 1402
FEASIBILITY STUDY FOR THE DEVELOPMENT OF
FLOATING SOLAR POWER PLANTS IN KATSE AND MOHALE RESERVOIRS**

SECTION 4 – TECHNICAL PROPOSAL

LHDA
LHDA Tower
Kingsway
Maseru, Lesotho

May 2026

LESOTHO HIGHLANDS DEVELOPMENT AUTHORITY

Contract LHDA No.: 1402

Contract LHDA Name: Request for Proposals for Feasibility Study for the Development of Floating Solar Power Plants in Katse and Mohale Reservoirs

Checklist for RFP Completeness – Technical Proposal

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

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

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

NO FINANCIAL INFORMATION SHALL BE INCLUDED IN TECHNICAL PROPOSALS

SECTION 4A – TECHNICAL PROPOSAL SUBMISSION FORM

Contract No.: 1402
Contract Name: Feasibility Study for the Development of Floating Solar Power Plants in Katse and Mohale Reservoirs

We have examined and understood the FIDIC Client/Consultant Model Services Agreement Conditions of Contract - 4th Edition of 2006, the Scope of Services, the Appendices thereto, and the Pricing Document, all as amended by any supplemental information, for the above contract. Terms used in this Proposal that are defined in those documents have the same meaning in this Proposal. We submit with this Technical Proposal our Financial Proposal (under separate cover), which forms 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 specified in the Data Sheet, Clause 15.1.
3. We have no conflict of interest per 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 per 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 about any other

proposal or proposed proposal for the Services any act or thing of the sort described above.

5. In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the Kingdom of Lesotho.
6. Except as stated in the Data Sheet, Clause 15.1, we undertake to negotiate a contract based on the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in Clause 38.3 of the Instructions may lead to the termination of contract negotiations.
7. Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

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

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

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

(IF CONSULTANT IS A CORPORATION)

Signed by:

(name)

(signature)

(title)

Authorized signatory, under Board Resolution dated _____

(Attach a certified copy of Board Resolution)

(IF CONSULTANT IS A PARTNERSHIP OR JOINT VENTURE)

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

JOINT VENTURE MEMBER 1

Signed by:

(name)

(signature)

(title)

Authorized signatory, under Board Resolution dated _____

(Attach certified copy of Board Resolution)

JOINT VENTURE MEMBER 2

Signed by

(name)

(signature)

(title)

Authorized signatory, under Board Resolution dated _____

(Attach a certified copy of Board Resolution)

JOINT VENTURE MEMBER 3

Signed by:

(name)

(signature)

(title)

Authorized signatory, under Board Resolution dated _____

(Attach certified copy of Board Resolution)

JOINT VENTURE MEMBER 4

Signed by:

(name)

(signature)

(title)

Authorized signatory, under Board Resolution dated _____

(Attach a certified copy of Board Resolution)



SECTION 4B – CONSULTANT’S ORGANIZATION AND EXPERIENCE

Contract No.: 1402
Contract Name: Feasibility Study for the Development of Floating Solar Power Plants in Katse and Mohale Reservoirs

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. How 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 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. Reference letters 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 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 the submission is made as a JV, include only one person to be contacted about this Proposal)*
7. **Company Organization:** *(attach chart if required)*
8. **General Description of Services Provided (indicate particular specialties):**
9. **Associations**
10. **Staff:** *Indicate a total number of staff including principals, professionals, and support staff. Professionals should be categorized by discipline (e.g. Architect, Structural/Civil Engineer, Electrical Technician, Clerk of Works, etc.)*
11. **Demonstrate financial capacity to undertake the services to be performed under this contract.**



PROJECT DATA SHEET

PROJECT REF. NO. :		PROJECT NAME:			
LEGAL NAME OF FIRM:		EMPLOYER/CLIENT:			
COUNTRY:		NAME OF PRIMARY CONTACT AT CLIENT ORGANIZATION:			
TOTAL PROJECT VALUE:	<i>SERVICES</i>	<i>WORKS</i>	PROJECT PERIOD:	START DATE (MMM-YY)	End Date (MMM-YY)
THE 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.: 1402
Contract Name: Feasibility Study for the Development of Floating Solar Power Plants in Katse and Mohale Reservoirs

Describe 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 the 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, 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.

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 the categories proposed.

Include an organization chart that illustrates the following:

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

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

Limit this section to twenty (20) pages.

SECTION 4D – PROPOSED WORK BREAKDOWN STRUCTURE

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

Notes:

1. Include only the Key Staff listed in Paragraph 8.1 of Section 3. The consultant must include Support Staff included in Paragraph 8.2 and may propose others as deemed necessary for the services to be provided.
2. Stages and tasks shall be only as included as listed in Paragraph 3 of Section 3. The 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 3 of Section 3.

SECTION 4E – WORK PROGRAMME

Contract No.: 1402
Contract Name: Feasibility Study for the Development of Floating Solar Power Plants in Katse and Mohale Reservoirs

Provide a resource-loaded program in the form of a linked bar (Gantt) chart prepared using MS Project showing the inputs of Key and Support Staff required to complete all activities. This program 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 program shall use critical path method (CPM) logic and shall show all tasks and sub-tasks; activities within the sub-task; the 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 Services.

SECTION 4F – TEAM COMPOSITION AND KEY STAFF INPUTS

Contract No.: 1402
Contract Name: Feasibility Study for the Development of Floating Solar Power Plants in Katse and Mohale Reservoirs

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 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 above those estimated for any position, without the Client's prior approval.*

SECTION 4G- CV FORMAT

Curriculum Vitae

12. Name of Expert:

13. Proposed Position:

14. Company/Consortium:

15. Gender:

16. Nationality:

17. Date of Birth:

18. Education

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

19. Professional Registration

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

20. Other Training

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

21. Countries of Work Experience

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

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

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

23. Employment Record *Starting with the 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:

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

25. Relevant Experience *List job functions that best illustrate the 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:

26. 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 come. _____

Name of Candidate

Signature

Date

Notes:

- 1) Each CV must include the original signature of the proposed candidate. Failure to meet this requirement will result in zero scores being given.*
- 2) Each CV should 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 7 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.: 1402
Contract Name: Feasibility Study for the Development of Floating Solar Power Plants in Katse and Mohale Reservoirs

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. 1402
FEASIBILITY STUDY FOR THE DEVELOPMENT OF
FLOATING SOLAR POWER PLANTS IN KATSE AND MOHALE RESERVOIRS**

SECTION 5 – FINANCIAL PROPOSAL

LHDA
LHDA Tower
Kingsway
Maseru, Lesotho

May 2026

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

Contract No.: 1402
Contract Name: Feasibility Study for the Development of Floating Solar Power Plants in Katse and Mohale Reservoirs

Checklist for RFP Completeness – Financial Proposal

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

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	

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

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

SECTION 5A – FINANCIAL PROPOSAL SUBMISSION FORM

Contract No.: 1402
Contract Name: Feasibility Study for the Development of Floating Solar Power Plants in Katse and Mohale Reservoirs

We, the undersigned, offer to provide the consulting services for Contract LHDA No. 1378 by 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 per the Contract.

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

By 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 a summary of company shareholding for each firm, indicating the 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.*

SECTION 5B – SUMMARY OF FINANCIAL PROPOSAL

Description	Section	Page	Total Cost (Maloti)
1. Financial Remuneration for Professional Fees			
Professional Services for Condition Assessment of Critical LHDA Assets			
Key Staff	5C		
Support Staff	5C		
<i>SUBTOTAL</i>			
<i>VAT (@15%)</i>			
TOTAL FOR PROFESSIONAL FEES			
2. Financial Remuneration for Reimbursable Expenses			
Professional Services for Condition Assessment of Critical LHDA Assets	5D		
TOTAL FOR REIMBURSABLE EXPENSES			
TOTAL FINANCIAL PROPOSAL (PARTS 1+2)			

PART I – FINANCIAL REMUNERATION FOR SERVICES TO BE PERFORMED

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

Notes:

1. Labour input to be provided using the following assumptions:
 - 1 month = 173.33 billable hours
 - 1 week = 5 days
 - 1 day = 8 billable hours
2. The remuneration rates shall comprise a salary (or a base fee), social costs, overheads, profit, and any premium or allowance that may be paid for assignments away from headquarters or a home office.

Rate details are discussed below:

- a. The Salary is the gross regular cash salary or fee paid to the individual in the firm’s home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).

- b. Social costs comprise pension, social security, accommodation, daily allowances, premiums for working away from the 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.*
- 3. 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.*
 - 4. 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.*
 - 5. 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 I – FINANCIAL REMUNERATION FOR REIMBURSABLE EXPENSES

Type of Reimbursable Expense	Unit	Unit Cost (Maloti)	Quantity	Total Cost
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 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 where applicable 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
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FEASIBILITY STUDY FOR THE DEVELOPMENT OF
FLOATING SOLAR POWER PLANTS IN KATSE AND MOHALE RESERVOIRS**

SECTION 6 – LHWP ANTI-CORRUPTION POLICY

LHDA
LHDA Tower
Kingsway
Maseru, Lesotho

May 2026

LHWP ANTI-CORRUPTION POLICY - 2019

Adopted by the Lesotho Highlands Water Commission in April 2019

1. This Policy has been adopted under 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 registration with government authorities and for obtaining the necessary licenses, permits, and clearances to practice within the Kingdom of Lesotho (e.g. Income tax clearance, trading license, work permits, etc.). In the context of this Policy, such facilitators are legitimate service providers for purposes of assisting consultants and contractors to comply with the legal requirements for permitting, licensing, and registration.

Background:

3. Phases IA and IB of the Project were tainted by corruption which caused the integrity of the Project to be undermined and questioned.
4. Despite the best efforts of the Lesotho prosecuting authorities, working in conjunction with the Project Authority, and because 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 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 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 judgment 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 a business or other relationships between the corporate entities”.

- 12.4. Bias when dealing with claims and variation orders during the 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 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 about the Project will commit the contractor, consultant, or individual concerned not to involve itself or himself/herself in corruption, whether relating to the specific contract or not, concerning any employee of the Project Authority or any other entity or person having an interest in the Project.
15. The Project Authority in dealing with the pre-qualification of bidders and tenderers, the evaluation of bids and tenders, as well as the award of contracts, will have regard to the use of agents by contractors or consultants, both in the procurement or execution of previous contracts as well as their intended involvement in the Project. Here the Project Authority will be entitled to assume unless shown otherwise, that such use or intended use of agents involved or will involve corruption.

Confidential Business Information/Client Privilege

16. Confidential Business Information (CBI) shall include all forms of client privilege information about 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 in the Project or contracted to the Project Authority for purposes of carrying out consultancy services related to the implementation of LHWP. Such declarations shall take the form of

Non-Disclosure Agreements (NDA), which will be signed by the other party and retained by the Project Authority.

Specific Obligations of Prospective Contractors and Consultants:

17. Every prospective contractor or consultant shall at the earliest opportunity in any bid or tendering process disclose to the Project Authority any prior involvement by it or any of its current or former employees in corruption.
18. Every prospective contractor or consultant shall disclose both its past and present use of agents in the procurement or execution of contracts and such disclosure will specifically include the contractual arrangement with such agent including the basis upon which such agent was or will be remunerated.
19. Every prospective contractor or consultant shall at the earliest opportunity in the bidding or tendering processes or at any point during the execution of a contract, disclose to the Project Authority any conflict or potential conflict of interest, whether personal or corporate, whether real or perceived, including but not limited to any employee of the Project having an interest, financial or otherwise, in the contractor or consultant or such contractor's or consultant's proposed involvement in the Project.
20. All contractors and consultants, as well as their employees and agents, as well as employees of the Project Authority, involved in the Project, shall commit themselves to take all appropriate measures to prevent corruption and shall immediately report to the Project Authority any corruption that comes to their attention, and any failure to so report shall be deemed to constitute corruption.
21. The Project Authority shall do everything in its power to protect the identity of employees who act in terms of their aforesaid obligation to report instances of corruption. In addition, the Project Authority shall seek to ensure that such employees are not victimized or otherwise discriminated against as a result of their so reporting.
22. The Project Authority has implemented a "whistle-blower" policy which shall be available for anonymous reporting of corruption or perceived corruption to ensure early warning and reaction by the Authority. All reports shall be treated as confidential and will provide protection/asylum to any party making a disclosure. The reports from the hotline number go to an independent hotline service provider. After a preliminary investigation, they report to the Chief Executive (CE) if the matter does not involve the CE otherwise the case is reported to the Audit and Risk Chairperson for further investigation.
23. All contractors and consultants, as well as their employees and agents, as well as employees of the Project Authority, involved in the Project, shall if called upon to do so, fully co-operate with the Project Authority and/or the Lesotho Director of Public Prosecutions or any person designated by him, in any investigation into allegations

of corruption, whether against them or their employee or agent or any other entity or person.

Sanctions:

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

Investigation and Access to Information:

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

Ethics, Training, and Compliance:

31. The Project Authority requires that all employees, consultants, and contractors undergo Ethics and Compliance training at the commencement of services and annual refresher courses for as long as the individual/entity is engaged on the

Lesotho Highlands Water Project Phase II. The Project Authority will direct and cause to be presented appropriate training and will conduct regular audits to ensure compliance by consultants and contractors on the Project.

**KINGDOM OF LESOTHO
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SECTION 7 – EVALUATION CRITERIA

LHDA
LHDA Tower
Kingsway
Maseru, Lesotho

May 2026

Proposals compliant with the requirements of the RFP will be evaluated with procedures taking into account the technical and financial considerations as detailed below.

	CRITERION	POINTS
1	Tender Presentation	5
	The clear proposal, complete and conforms with the requirements of this RFP	2 2 1
2	Team Qualifications and Company Experience	70
2.1	1. Project Manager - Electrical or electromechanical engineer or equivalent with a minimum of 15 years of experience. Registration as a Professional Engineer with ECSA or equivalent international registration. Proven expertise in the electricity sector, with several years of experience in PV power plant projects and the electricity sector in the region. 3 similar support assignments for solar power plants. 4 years of experience in Sub-Saharan Africa	7
	2. Engineer – Floating Solar Energy: Engineer with a minimum of 15years of experience in infrastructure projects and 2 years with floating solar PV plants projects. Registration as a Professional Engineer with ECSA or equivalent international registration. Proven expertise in the design and construction of PV power plants. 1year experience in designing or building a floating solar power plant. 1year experience in PV plant design or construction in the region.	5
	3. Engineer – Floating Solar Energy: Engineer with a minimum of 15years of experience in infrastructure projects and 2 years with floating solar PV plants projects. Registration as a Professional Engineer with ECSA or equivalent international registration. Proven expertise in the design and construction of PV power plants. 1year experience in designing or building a floating solar power plant. 1year experience in PV plant design or construction in the region.	5
	4. Engineer – Floating Solar Energy: Engineer with a minimum of 15years of experience in infrastructure projects and 2 years with floating solar PV plants projects. Registration as a Professional Engineer with ECSA or equivalent international registration. Proven expertise in the design and construction of PV power plants. 1year experience in designing or building a floating solar power plant. 1year experience in PV plant design or construction in the region.	5
	5. Engineer - electricity grid modelling - Electrical engineering expertise specialising in network modelling and calculation. Electrical Engineer with a minimum of 10 years of experience. Registration as a	5

	Professional Engineer with ECSA or equivalent international registration. Proven expertise in network modelling simulations. 5 years of experience in network modelling simulations. 2 years grid impact studies for a solar power plant project, including 1 grid impact study for a solar power plant project in Africa.	
6.	Expert - anchoring and mooring solutions: Civil Engineer with a minimum of 10 years of experience. Registration as a Professional Engineer with ECSA or equivalent international registration. Proven expertise in the design/construction of anchoring/ mooring solutions for floating structures. 10 years experiences in the design/construction of anchoring/ mooring solutions for floating structures. Experience in the design/construction of anchoring/ mooring solutions for floating structures with high water level variations.	5
7.	Civil Engineer: Civil Engineer with a minimum of 10 years of experience. Registration as a Professional Engineer with ECSA or equivalent international registration. Proven expertise in the design of earthworks and access roads. Experience in the design of civil works in Africa.	5
8.	Expert – Economic and Financial field: Economist or Engineer with a minimum of 15 years of experience. Proven expertise in the economic and financial analysis of power generation plants. 2 years experiences in the economic and financial evaluation of a solar power plant in Africa.	5
9.	Expert – Procurement: Lawyer or Engineer with a minimum of 8 years of experience. Proven expertise in procurement in developing countries with international donor funding. 1 year experience in EPC tender document development for a solar power plant.	5
10.	Expert – Environment: Proven expertise in environmental impact assessments. 10 years of experience in environmental impact assessment. 5 years of experience working in the region. 1year experience of an environmental impact study for an infrastructure development project with a reservoir, or a floating solar power plant, or similar. 1year environmental impact study in the region.	5
11.	Expert – Social Issues: Proven expertise in social impact assessments. 5 years of experience working in the region. 2 years experiences working in Lesotho. 1 experience of a social impact study for an infrastructure development project	5
12.	Expert – Ecology: Proven expertise in ecology. Proven expertise in avifauna. 5 years of experience working in the region.	5

2.2	Company Experience The Company should have experience in projects of similar nature and magnitude. A maximum of 4 projects are required.	8
2.3	References A letter of reference for each of the projects listed under 2.2.	5
3	Approach and Methodology	25
3.1	Technical Approach and Methodology A Proposal that demonstrates a clear understanding of the project requirements, draws attention to the issues related to the assignment, raises important issues that have not been stated in the RFP, and provides means of solving such issues	12
3.2	Project Organisation The proposal that includes a complete and detailed organization chart and a staffing schedule, a balanced staffing arrangement with head office and site support, and clear definitions of the duties and responsibilities of the entire project team will be awarded maximum points.	8
4	Work Programme This evaluation will consider whether the timing and duration of all activities are appropriate and consistent with the required output and whether relationships between activities are realistic and consistent with the proposed approach and methodology.	5
TOTAL		100

7.1. Technical Proposal

Technical Proposals will be opened first and evaluated based on the criteria given above.

Proposals that obtain Technical Scores of less than 70% will be excluded from further evaluation and their respective Financial Proposals shall be returned to the concerned firms unopened.

A Technical Score (T_s) will then be calculated as follows:

$T_s = \text{Sum of the scores for Criteria 1 - 4}$

The Technical Score shall account for 65% of the combined evaluation score.

7.2. Margin of Preference

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

The margin to be applied for this contract will comprise 10% of the total evaluation score, and will be calculated as follows:

A. Local Registration– Maximum 10 points

- A. Lesotho Registration (S_O): proportion of joint venture share assigned to Lesotho registered firms, as defined in Article 1 of the Phase II Agreement as a Lesotho National.
 - a. $\geq 20\%$ JV share by Lesotho national firms –5 points
 - b. $\geq 15\%$ and $<20\%$ JV share by Lesotho national firms –4 points
 - c. $\geq 10\%$ and $<15\%$ JV share by Lesotho national firms –3 points
 - d. $<10\%$ JV share by Lesotho national firms – 0 points

- B. Participation of Lesotho Nationals in Key Positions based on percentage of total staff fee for Key Positions proposed in Section 4D (S_B)– Maximum 7 points
 - i. $\geq 70\%$ of labour input by Lesotho Nationals – 7 points
 - ii. $\geq 50\%$ and $<70\%$ of labour input by Lesotho Nationals – 5 points
 - iii. $\geq 30\%$ and $<50\%$ of labour input by Lesotho Nationals – 3 points
 - iv. $\geq 10\%$ and $<30\%$ of labour input by Lesotho Nationals – 1 point
 - v. $<10\%$ of labour input by Lesotho Nationals – 0 points

- C. Participation of qualified women in Key Positions (S_W) – 2 points
- D. Proposed Goals for Local Participation (S_L) will be calculated as a percentage by fee value of work to be performed by Lesotho Nationals. Points will be awarded as follows:

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

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

$$P_S = \frac{(S_O + S_B + S_W + S_L)}{19}$$

Where: P_s = Total margin of preference to be applied

S_O = Score for Local Registration

S_B = Score for Participation of Lesotho Nationals in Key Positions

S_W = Score for Women in Key Positions
 S_L = Score for Local Participation
Percentage of final score assigned to preference (10%)

7.3. Financial Proposals

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

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

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

Where,

P_0 = Lowest Price
 P = Price of the company being evaluated
 F_s = Financial proposal score of the 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.
- e) Financial Score shall account for 25% of the combined evaluation score.

7.4. COMBINED EVALUATION SCORE

The Combined Evaluation Score will be made up of the marks for the technical proposal accounting for 65%, the financial proposal accounting for 25% and Preference margin accounting for 10% of the final bid score.

Under the above, the final weighted score or combined evaluation score will be computed as follows:

$$C_s = 0.65 T_s + 0.25 F_s + 0.10 P_s$$

Where: C_s = Combined evaluated score for proposal under consideration

T_s = Score for Technical Proposal
 F_s = Score for Financial Proposal
 P_s = Score for Preference Margin.

The LHDA may at its discretion seek clarification from a Bidders 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 preferred Consultant with the intention of entering into a contract. After 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. If 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
THE LESOTHO HIGHLANDS DEVELOPMENT AUTHORITY



LESOTHO HIGHLANDS WATER PROJECT
REQUEST FOR PROPOSALS FOR
CONTRACT LHDA No. 1402
FEASIBILITY STUDY FOR THE DEVELOPMENT OF
FLOATING SOLAR POWER PLANTS IN KATSE AND MOHALE RESERVOIRS

SECTION 8 – FORM OF AGREEMENT

LHDA
LHDA Tower
Kingsway
Maseru, Lesotho

May 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 (hereinafter called "the Consultant") of the other part.

Witnesseth that:

WHEREAS the Client is desirous that **Professional Services for Condition Assessment of Critical LHDA Assets** 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.
 1. Section 1 - Contract Agreement
 2. Section 2 - Letter of Award & Letter of Acceptance
 3. Section 3 - Memorandum of Understanding
 4. Section 4 - Particular Conditions of Contract
 5. Section 5 - General Conditions of Contract Part I
 6. Section 6 - Scope of Services
 7. Section 7 - Consultant's Proposal
 8. Section 8 - LHWP Anti-Corruption Policy
 9. Section 9 – Tax Requirements
 10. Section 10 – Power of Attorney
 11. Section 11 - 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 authorized 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:

For and on behalf of the LESOTHO HIGHLANDS DEVELOPMENT AUTHORITY:

Signature: _____

Name: _____

LHDA CHIEF EXECUTIVE

As Witness:

Signature: _____

Name: _____

Position: _____

For and on behalf of (The Consultant)

Signature: _____

Name: _____

Position: _____

As Witness;

Signature: _____

Name: _____

Position: _____

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



**LESOTHO HIGHLANDS WATER PROJECT
REQUEST FOR PROPOSALS FOR
CONTRACT LHDA No. 1402
FEASIBILITY STUDY FOR THE DEVELOPMENT OF
FLOATING SOLAR POWER PLANTS IN KATSE AND MOHALE RESERVOIRS**

SECTION 9 – PARTICULAR CONDITIONS OF CONTRACT

LHDA
LHDA Tower
Kingsway
Maseru, Lesotho

May 2026

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

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

Where any clause, paragraph, or subparagraph in the General Conditions is amended, deleted, or superseded by any of the following paragraphs, the provisions of such clause, paragraph, or subparagraph 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 of Contract

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 th May 1986 as amended. It includes the Protocols, Annexures, and Annexes adopted as part of the Treaty.
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1.1.10	Commencement Date is	12 October 2026
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1.1.11	Time for Completion is	Eight Months
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1.3	Language for Communications	English
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1.4 Language of Agreement

	Ruling Language	English
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	Governing Law	Kingdom of Lesotho
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1.8 Notices

	Client	Lesotho Highlands Development Authority
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	Address	LHDA Tower Building (Formerly Lesotho Bank Tower) Kingsway Road P.O. Box 7332 Maseru, Lesotho
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	Email	Procurement@lhda.org.ls
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	Consultant	[Insert the Consultant's name]
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	Address	[Insert the Consultant's address]
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	Email	[Insert the Consultant's email]
2.7	Client Representative	The Client's Representative is DM DOD
3.6	Representatives	Consultant's Authorized Representative [Reservoir Branch Manager]
5.2.2	Agreed compensation for overdue payment (% per annum, applied daily)	Prime rate plus 1%
6.2	Duration of Liability	From Commencement Date to Time for Completion
6.3.1	Limit of Compensation	10% of the value of the contract
7.1	Insurance for Liability and Indemnity	
7.1.1(a)	Professional Indemnity	10% of value contract
	Duration of Insurance	Eight (8) Months (Contract duration)
7.1.1(c)	Public/Third Party Insurance	One Million Maloti
	Duration of Insurance	Nine Months (Contract duration)
8.2	Mediation	
8.2.1	Name of Mediator	N/A
8.2.2	Mediation Procedures	N/A
8.2.3	Arbitration Rules	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 settled by one Arbitrator who is settled in Southern Africa. The arbitration shall be conducted in English.

B. REFERENCES FROM CLAUSES IN THE GENERAL CONDITIONS OF THE CONTRACT

CLAUSE 1 – GENERAL PROVISIONS

1.1 Definitions

1.1.1 *Delete this Sub-Clause in its entirety and replace it 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 Organization 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 Particular Conditions.

Additional Sub-Clause

1.1.16 “Joint Venture (JV)” means an association with or without legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all business for and on behalf of any 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.

Additional Sub-Clause

1.1.17 Conflict of Interest means any actual, potential, or apparent conflict between

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

Additional Sub-Clause

1.1.18 “**Direct Interest**” means a reasonable likelihood that circumstances of that person referred to in 1.1.16(a) be it natural or juristic, would be directly altered if a matter is decided in a particular way, including but not limited to, a reasonable likelihood that of that person referred to in 1.1.16(a) be it natural or juristic, would be directly altered if a matter is decided in a particular way, including but not limited to, a reasonable likelihood that

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

Additional Sub-Clause

1.1.19 “**Indirect Interest**” means one or more of the following between Parties mentioned in either 1.1.17(a) and (b); or 1.1.17(c).

- a) A close relation or association
- b) Indirect financial interest
- c) Conflicting duty
- d) Receipt of a gift; or
- e) Becoming an interested party

1.4 Law and Language

Additional Sub-Clauses:

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

1.4.5 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 it with the following.*

All 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 the written approval of the Client. All copies of such documents shall be returned to the Client on completion of, or termination of, the Contract.

1.10 Corruption and Fraud

1.10.1 *Delete this clause in its entirety and replace it with the following.*

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 about this agreement. Furthermore, the Consultant its staff, subcontractors, agents, and servants shall comply with the relevant Lesotho Anti-Corruption Law and the Lesotho Highlands Water Project Anti-Corruption Policy (always see Annexure 3 - LHWP Anti-Corruption Policy).

CLAUSE 2 – THE CLIENT

2.7 Client’s Representative

Additional Sub-Clause

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

3.3 Duty of Care and Exercise of Authority

Additional Sub-Clauses

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, by standards recognised 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.

Additional Sub-Clause

3.3.4 The Consultant shall always act, in respect of any matter relating to this Agreement or the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client’s legitimate interests in any dealings with subcontractors of Third Parties, in so far as any of its duties are discretionary.

Additional Sub-Clause

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

Additional Sub-Clause

- 3.3.6 The Consultant is liable to the Client for the performance of the Services by the provisions of this Agreement and 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.

CLAUSE 4 – COMMENCEMENT, COMPLETION, VARIATION, AND TERMINATION

4.5 Changed Circumstances

Additional Sub-Clauses

4.5.3 Force Majeure

4.5.3.1 Definition

- (a) For 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, the 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.
 - ii. Any event that a diligent Party could reasonably have been expected to both consider 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.

4.5.3.2 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 to carry 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.

4.5.3.3 Extension of Time

Any period within which a Party shall, under 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 activities as a result of Force Majeure.

4.5.3.4 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 Services and in reactivating the Services after the end of such period.

4.5.3.5 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 to agree on appropriate measures to be taken in the circumstances.

4.6 Abandonment, Suspension, or Termination

Additional Sub-Clause

4.6.4 The Client may, by written Notice of Suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Agreement, including the carrying out of the Services, provided that such Notice of Suspension:

- (a) Shall specify the nature of the failure, and
- (b) Shall request the Consultant to remedy such failure within a period not exceeding fourteen (14) days after receipt by the Consultant of such Notice of Suspension

Additional Sub-Clause

4.6.5 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 fourteen (14) days' Notice of Termination to the Consultant.

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension under Clause 4.6, within fourteen (14) days of receipt of such notice of suspension or 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 goes 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 under 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, because of Force Majeure, the Consultant is unable to perform a material portion of the Services for not less than twenty-eight (28) days.

Additional Sub-Clause

4.6.6 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 fourteen (14) days' notice of termination to the Client.

- (a) If the Client fails to pay any money due to the Consultant under this Agreement and not subject to dispute under Clause 8 within twenty-eight (28) days after receiving written notice from the Consultant that such payment is overdue.
- (b) If the Client is in material breach of its obligations under this Agreement and has not remedied the same within twenty-eight (28) 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 not less than Forty-Eight days (48) days.
- (d) If the Client fails to comply with any final decision reached as a result of arbitration under Clause 8.3.

Additional Sub-Clause

4.6.7 Cessation of Rights and Obligations

Upon termination of this Agreement under Clause 4.6.1, or expiration of this

Agreement under Clause 4.6.3, all rights and obligations of the Parties hereunder shall cease except:

- (a) Such rights and obligations as may have accrued on the date of termination or expiration.
- (b) The obligations of confidentiality outlined in Clause 3.3.5.
- (c) The Consultant's obligation to permit auditing of the assets as outlined in Clause 5.6.
- (d) Any right that a Party may have under the applicable law.

Additional Sub-Clause

4.6.8 Cessation of Services

Upon termination of this Agreement by notice of either Party to the other under Clause 4.6.5 or Clause 4.6.6, 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 sub-contracts.
- (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) Concerning 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 a title.

CLAUSE 5 – PAYMENT

5.1 Payment to the Consultant

Additional Sub-Clause

- 5.1.4 Upon termination of this Agreement under Clause 4.6, the Client shall make the following payments to the Consultant:
- (a) Remuneration under Clause 5.1 for Services performed by this Agreement before the effective date of termination.
 - (b) Reimbursable expenditure under Clause 5.1 for expenditure incurred before the effective date of termination.
 - (c) Except in the case of termination under paragraphs (a) to (d) of Clause 4.6.6, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Agreement.

Additional Sub-Clauses

- 5.1.5 Remuneration of the Consultant under services provided under this agreement shall constitute his sole remuneration in connection with this agreement. The Consultant, its personnel, and staff shall not except for their benefit any trade commission, discount, or similar payment in connection with activities under this agreement.
- 5.1.6 The proposed professional fees and disbursements shall remain in effect without escalation for the first twelve (12) months of the Contract, i.e., from the date of the Letter of Acceptance. They shall be adjusted thereafter on the anniversary date of the Contract, in arrears, using the recently published

CPI value.

5.2 Time for Payment

- 5.2.2 If the Consultant does not receive a payment within the time stated in Clause 5.2.1 (General Conditions) for items that are not in dispute or have not been contested, he shall be paid interest on late payment at a rate of 1% plus Prime Lending Rate per day the payment is late.

5.4 Third Party Charges on the Consultant

Additional Sub-Clauses

- 5.4.2 It is the Consultant's responsibility to ensure compliance with all Lesotho taxation laws as per tax requirements.
- 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 shall constitute sufficient ground for the Client to terminate this contract.

5.5 Disputed Invoices

Additional Sub-Clause

- 5.5.1 If any item or part of an item in an invoice submitted by the Consultant is contested by the Client, the Client shall give a notice of his intention to withhold payment with reasons and shall not delay payment on the remainder of the invoice.

CLAUSE 7 – INSURANCE

7.1 Insurance for Liability and Indemnity

Additional Sub-Clauses

- 7.1.4 The Consultant shall keep the Client, both during and after the term of this Agreement, fully indemnified in the sum of M1 million against all loss, damage, injuries, deaths, expenses, actions, proceedings, demands, costs, and claims, including but not limited to legal fees and expenses, suffered by the Client or any Third Party, where such loss, damage, injury or death is the result of negligence, default, omission or breach of this Agreement by the Consultant or its subcontractors, or the personnel or agents of either of them including the use or violation of any copyrighted work or

literary property or patented invention, article or appliance.

7.1.5 The Client shall keep the Consultant, both during and after the term of this Agreement, fully and effectively indemnified against all losses, damage, injuries, deaths, expenses, actions, proceedings, costs, and claims, including but not limited to legal fees and expenses, suffered by the Consultant or any Third Party, where such loss, damage, injury or death is the result of negligence, default, omission or breach of this Agreement by the Client or its employees or agents, including the use or violation of any copyrighted work or literary property or patented invention, article or appliance.

7.1.6 The Client is liable to the Consultant for the performance of the Services by the provisions of this Agreement and any loss or damage suffered by the Consultant because of negligence, default, or omission of the Client in such performance, subject to the following limitations:

- (a) The Client 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 Client, its employees, or agents.
- (b) The Client shall not be liable for any loss or damage caused by or arising out of circumstances over which the Client had no control.

CLAUSE 8 – DISPUTES AND ARBITRATION

8.1 Amicable Dispute Resolution

8.1.1 Delete this Sub-Clause in its entirety and replace it with the following:

If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute will, within twenty-eight (28) days of a written request from one Party to the other, meet in good faith effort to resolve the dispute. If the dispute is not resolved within twenty-eight (28) days of the meeting being held, the Parties shall proceed to Arbitration as per Clause 8.2.

8.2 Mediation

Delete this Sub-Clause in its entirety.

8.3 Arbitration

Delete all Sub-Clauses in their entirety and replace them with the following:

8.3.1 Any dispute that cannot be settled amicably within 56 days after receipt by one (1) Party of the other Party's request for such settlement, the dispute

shall be settled finally by the provisions of the Arbitration Act No. 12 of 1980 of Lesotho, subsequent amendments thereof.

- 8.2.2 The arbitration proceedings shall be held in Maseru.
- 8.2.3 If either Party disputes whether an event specified in paragraphs (a) to (e) of Clause 4.6.5 or in paragraphs (a) to (d) of Clause 4.6.6 has occurred, such party may, within forty-two (42) days after receipt of Notice of Termination from either Party, refer the matter to arbitration under Clause 8.2, and this Agreement shall not be terminated on account of such event except by the terms of any resulting arbitration award.

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



LESOTHO HIGHLANDS WATER PROJECT

REQUEST FOR PROPOSALS FOR

CONTRACT LHDA No. 1402

**FEASIBILITY STUDY FOR THE DEVELOPMENT OF
FLOATING SOLAR POWER PLANTS IN KATSE AND MOHALE RESERVOIRS**

SECTION 10 – GENERAL CONDITIONS OF CONTRACT

LHDA
LHDA Tower
Kingsway
Maseru, Lesotho

May 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
THE LESOTHO HIGHLANDS DEVELOPMENT AUTHORITY**



**LESOTHO HIGHLANDS WATER PROJECT
REQUEST FOR PROPOSALS FOR
CONTRACT LHDA No. 1402
FEASIBILITY STUDY FOR THE DEVELOPMENT OF
FLOATING SOLAR POWER PLANTS IN KATSE AND MOHALE RESERVOIRS**

SECTION 11 – TAX REQUIREMENTS

LHDA
LHDA Tower
Kingsway
Maseru, Lesotho

May 2026

Taxation

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

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

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

Tax Registration

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

Companies Act no 18 of 2011.

The Income Tax Act 1993.

VAT Act 2001

The Phase II Agreement.

Double Taxation Agreement between Lesotho and South Africa.

Invoice Compliance and Tax Declaration

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