

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



LESOTHO HIGHLANDS WATER PROJECT

REQUEST FOR QUOTATION (RFQ)

CONTRACT LHDA NO. 2132 A

**SUPPLY AND DELIVERY OF STRUCTURAL STEEL & ROOF
COVERING FOR CONSTRUCTION OF 'MUELA STORE**

Lesotho Highlands Development Authority

P.O. Box 7332, Maseru 100, Lesotho • Tel: (+266) 22 246 000 / 22 311 280 / 522 52000 • Fax: (+266) 22 310 665 • Email: lhwp@lhda.org.ls

Ref.: DOD/MU/.../25/CO

...th October 2025

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Attention:

Dear Sir/Madam

CONTRACT LHDA NO. 2132 A

SUPPLY AND DELIVERY OF STRUCTURAL STEEL & ROOF COVERING FOR CONSTRUCTION OF 'MUELA STORE

REQUEST FOR QUOTATION (RFQ)

We kindly request submissions of quotations for Contract LHDA No. 2132 A: Supply and delivery of structural steel & IBR roof covering from reputable structural steel manufacturers and suppliers.

The following documents should also be attached to the quotation:

- Valid tax clearance from RSL or SARS
- Company registration documents
- Trader's license

The contract is expected to be awarded by 27th February 2026 and the delivery of structural steel to 'Muela be done before 30th April 2026. The contractor will propose a suitable date & time for a site visit for gathering more details.

The quotations shall be submitted in Maluti or Rands (1 Loti = 1 RSA Rand) to the following address on or before end of business on the 28th November 2025.

Attention: Procurement

LHDA Tower Building (Formerly Lesotho Bank Tower)

7th Floor

Kingsway

Maseru

Yours faithfully

Mr T. Tente

Chief Executive

Encl.: Work requirements, Specifications, Terms and Conditions for RFQ for Contract LHDA No. 2132 A

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PART 1: WORK REQUIREMENTS

SECTION I: WORK REQUIREMENTS

1. BACKGROUND

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

The Lesotho Highlands Development Authority (LHDA) requires a steel manufacturer to supply roof covering and structural steel for the construction of the portal framed store for the 'Muela Hydropower Station, in accordance with the provided Bill of Quantities (Bill No.6 & 10) attached herewith. The portal framed store is designed to have an internal floor area of 2500m².

2. OBJECTIVE OF ASSIGNMENT

The objective of the assignment is to engage suppliers and manufacturers to supply and deliver roof coverings and structural steel for construction of portal framed store to the 'Muela Hydropower Station, in accordance with the provided Bill of Quantities. The construction of the store and supply of other materials besides steel will be covered under a separate contract.

2.1 Project Location

'Muela Hydropower Station is situated 30 km to the East of Butha-Buthe town, at the following GPS coordinates S28°46.738' E28°27.135'. Access to the site is by tar road.

2.2 Scope of Works

LHDA requires a structural steel manufacturer to supply and deliver steel and roof coverings for the construction of the portal framed store for the 'Muela Hydropower Station. A separate Contractor will then use the supplied steel

structures for construction of the portal framed store. The following scope will apply:

Supply: The Contractor will supply steel and roof coverings according to the quantities, specifications, and standards on the Bill of Quantities (Bill No.6 & 10). The material should be cut according to specified dimensions and labelled accordingly for ease of identification.

Delivery: The Contractor will load, deliver, offload the steel materials and roof coverings to the LHDA, at 'Muela Hydropower Station in Butha-Buthe. The Contractor will also carry out customs border clearances. The materials delivered should be properly packaged for transportation and storage, and without defects. Thus, the Contractor will be responsible for arranging the lifting equipment required for off-loading and positioning the materials on site.

Documentation: The Contractor shall provide as a minimum, materials information sheets, handling manuals and product brochures.

3. CONTRACTOR'S OBLIGATION/LIABILITY

- a. The Contractor shall supply and deliver the materials to site according to the LHDAs requirements. The Contractor shall engage all required expertise to ensure that materials are prepared and cut according to the BOQ (Bill No.6 & Bill No.10).
- b. The Contractor shall apply corrosion protection coating to the structural steel and roof coverings before dispatch.
- c. The Contractor's cost shall include all costs relating to the supply and transportation and off-loading of materials to site.
- d. The Contractor shall be responsible for getting the insurances of materials in transit and the third-party/public liability.
- e. The Contractor's cost shall include making all arrangements necessary for securing the lifting equipment and labourers required for off-loading and positioning the materials on site. The materials shall be positioned at a place agreed by the Contractor and Buyer (LHDA).

4. SPECIFICATION

The Contractor shall adhere to the requirements as stated in the BOQ, in terms of material type, brand, dimensions, quantities and standards.

5. STRUCTURE OF QUOTATION

The response to this Request for Quotations (RFQ) should be a detailed financial proposal (quotation), excluding VAT. A technical proposal briefly detailing the materials information and manufacturers. The response should include but not limited to the following:

- a. Fill Prices for the specified materials on the provided Bill of Quantities (BOQ).
- b. Validity of the quotation should be a minimum of 120 **calendar days**.
- c. Relevant registration such as trade certificates, company registration (Trader's License) and tax compliance (Tax Clearance).
- d. Quotations must be in English

SECTION II: EVALUATION CRITERIA

The evaluation shall be based on the criterion given in the table below which entails a technical assessment. The financial assessment will be carried out as stated in Section 6.3.

1. EVALUATION OF TECHNICAL PROPOSALS

Technical Proposal shall be evaluated in respect of the points basis for each criterion shown in the table below. Technical Proposals of **Tenderers found by the Tender Evaluation Panel not to meet the threshold minimum number of 70 points shall not be considered further**. The point allocation shall be as follows:

CRITERIA	POINT ALLOCATION										
A. Adequacy of Supply Proposal											
1. Clear details of the materials specification, including details of manufacturers provided. The score will be allocated as follows: 2. (Note: The tenderer will score zero if any of the conditions below are not met) <table><tr><td>Steel and roof coverings</td><td>Score</td></tr><tr><td>All steel shall be SANS 1431 grade 350W except for cold rolled sections where commercial quality steel can be used.</td><td>20</td></tr><tr><td>Global Roof Solutions, rolled from certified Galvanized steel Z200 0.58mm and complying with ISQ 550 (3T) (A653).</td><td>15</td></tr><tr><td>Materials labelled and materials information sheets and/or brochures provided.</td><td>5</td></tr><tr><td>Certificate from steel manufacturer verifying the steel</td><td>10</td></tr></table>	Steel and roof coverings	Score	All steel shall be SANS 1431 grade 350W except for cold rolled sections where commercial quality steel can be used.	20	Global Roof Solutions, rolled from certified Galvanized steel Z200 0.58mm and complying with ISQ 550 (3T) (A653).	15	Materials labelled and materials information sheets and/or brochures provided.	5	Certificate from steel manufacturer verifying the steel	10	50
Steel and roof coverings	Score										
All steel shall be SANS 1431 grade 350W except for cold rolled sections where commercial quality steel can be used.	20										
Global Roof Solutions, rolled from certified Galvanized steel Z200 0.58mm and complying with ISQ 550 (3T) (A653).	15										
Materials labelled and materials information sheets and/or brochures provided.	5										
Certificate from steel manufacturer verifying the steel	10										
3. Clear description of how the materials will be packaged [3], loaded [2], transported to site [3], and then off-loaded [2].	10										
Subtotal A:	60 Points										

B. Adequacy of Technical Proposal:		
1. Technical Proposal – Clear indication that the company is in the business of manufacturing, distributing or supplying steel and roof products of the required quality.		20
Company profile	Score	
Company registration documents [5] and trader's licenses [5].	10	
Reference letters from 5 reputable organizations that were supplied with the steel products.	10	
2. Quality Assurance Plan - Materials proposed comply with the standards on the BOQ. (Note: The tenderer will score zero if any condition is not met on each line item)		20
Standards	Score	
All steel to be hot dipped galvanized to SABS 121 (SABS ISO 1461)	5	
All steelwork to be protected against corrosion according to SANS 14713 (ISO 14713)	5	
All welding to be restricted to the factory only. Welding is to be done strictly according to SANS 10044, SANS 10167 & SANS 1431	5	
All bolts must comply with SANS 135, SANS 136 & SANS 1700 set	5	
Subtotal B:		40 Points
TOTAL POINTS (A + B)		100 Points

Tender Evaluation Panel shall then consider the Financial Proposal of the Tenderers whose Technical Proposals scored more than the threshold minimum score of 70 points.

2. EVALUATION OF FINANCIAL PROPOSALS

The Tender Evaluation Panel shall then consider the Tenders of qualified Tenderers whose Technical Proposals have been determined to be substantially responsive and meet the minimum threshold score, specified above. The Tender Evaluation Panel shall first determine whether the financial submissions are complete.

The Financial Proposals shall be evaluated based on the following procedure:

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

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

Where;

P_o = Lowest Price

P = Price of the company being considered

F_F = Financial score of company being considered.

2.1 Combined Evaluation Score for Technical and Financial Proposals

The Combined Scores for each qualifying proposal shall be the sum of the weighted Technical Score and the weighted Financial Score. The Combined Score is calculated as outlined below:

$$\text{Final Combined Score (F}_C\text{)} = (0.6 \times F_T) + (0.4 \times F_F)$$

Where F_T = Technical score

F_F = Financial score

The Tender Evaluation Panel shall recommend award of the Contract to the Tenderer who obtained the highest Final Combined Score, with the most responsive Tender that has been determined to be eligible, qualified, and substantially technically responsive.

PART 2: CONDITIONS OF CONTRACT

SECTION III: PARTICULAR CONDITIONS

Conditions	Data
Employer's name and address	Lesotho Highlands Development Authority Third Floor Lesotho Bank Tower Kingsway Road Box 7332 Maseru
Time for Completion	30 th April 2026
Governing Law	Lesotho
Ruling language	English
Language for communications	English
Delay damages for the works	Delay damages for the works will be charged at 0.01% of the final Contract Price per day, in the currencies and proportions in which the Contract Price is payable.
Maximum amount of delay damages	10% of the final Contract Price.

Total advance payment	An advance of 10% of the Contract Price is payable in the currencies and proportions in which the accepted Contract Amount is payable, if required.
Repayment amortization of advance payment	Repayment shall be as agreed by the Parties.
Payments	Payment shall only be made for all steel materials and goods that are properly supplied according to the BOQ. Such payments shall be made on presentation of invoice(s) with supporting documentation. For imported goods LHDA will only pay invoices for materials and goods that have been declared through the border and bearing Revenue Services Lesotho (RSL) stamp.
Periods for submission of insurance: a. evidence of insurance. b. relevant policies	 ____28____days ____28____days
Employers Suspension	The Employer may, by written Notice to the Contractor suspend all payments to the Contractor should the Contractor fail to perform any of their obligations under this Contract, provided that such Notice of Suspension shall: a. Specify the nature of the failure, and b. Request the Contractor to remedy such failure within a period to be specified by the Employer, after receipt by the Contractor of such Notice of Suspension

Contractors' Suspension	The Contractor may, by written Notice to the Employer suspend delivery of materials to the Employer should the Employer fail to perform any of their obligations under this Contract, provided that such Notice of Suspension shall: a. Specify the nature of the failure, and b. Request the Employer to remedy such failure within a period to be specified by the Contractor, after receipt by the Employer of such Notice of Suspension
Amicable Settlement	Any dispute, controversy, or claim arising out of or in connection with this contract, or the breach, termination, and invalidity thereof, shall be resolved through Amicable Settlement discussions between both Parties. Any dispute which cannot be settled amicably within sixty (60) – days after receipt by one party of the other party's request for such amicable settlement shall be settled finally in accordance with the provisions of the Arbitration Act No. 12 of 1980 of Lesotho and the applicable Lesotho Law.
Rules of arbitration	Arbitration Act. No.12 of 1980 of Lesotho and applicable Lesotho laws and Rules of International Chamber of Commerce (ICC Rules)

SECTION IV: GENERAL CONDITIONS

The conditions of contract are the Fidic Conditions of Contract for Short Form of Contract, Edition, 2021, published by the Federation Internationale des Ingenieurs-Conseils (FIDIC).

SECTION V: CONTRACT FORMS

{Contractors Address}

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Attention: {Contractors Authorised Representative}

Dear Sir,

CONTRACT LHDA NO. 2132 A

**SUPPLY AND DELIVERY OF STRUCTURAL STEEL MATERIAL & ROOF COVERING
FOR CONSTRUCTION OF 'MUELA STORE**

LETTER OF ACCEPTANCE

This is to notify you that your Quotation dated *[date]* for execution of the **CONTRACT LHDA NO. 2132 A: SUPPLY AND DELIVERY OF STRUCTURAL STEEL AND ROOF COVERING FOR CONSTRUCTION OF 'MUELA STORE**, for the Accepted Contract Amount of the equivalent of *[amount in numbers and words]* *[name of currency]*, is hereby accepted by LHDA.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms included in Section IV, Annex to the Particular Conditions - Contract Forms, of the Tendering Document

Authorised Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract Agreement

LESOTHO HIGHLANDS DEVELOPMENT AUTHORITY

CONTRACT LHDA No. 2132 A

**SUPPLY AND DELIVERY OF STRUCTURAL STEEL & ROOF COVERING FOR
CONSTRUCTION OF 'MUELA STORE**

AGREEMENT

THIS AGREEMENT was made this _____ day of _____
_____ 2026 between

THE LESOTHO HIGHLANDS DEVELOPMENT AUTHORITY (LHDA),

of 3rd Floor, LHDA Tower Building, Maseru, Lesotho

(hereinafter called the "the Employer") **on the one part**

And

....

(hereinafter called "the Contractor") **on the other part.**

WHEREAS the Employer is desirous that service should be executed and other obligations more particularly specified therein be performed under **CONTRACT LHDA NO. 2132 A: SUPPLY AND DELIVERY OF STRUCTURAL STEEL & ROOF COVERING FOR CONSTRUCTION OF 'MUELA STORE** (hereinafter called "the Works") for the Lesotho Highlands Water Project, and has accepted a tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein and the performance of other obligations.

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

1. The Employer hereby appoints the Contractor, and the Contractor accepts the appointment to carry out the Works.
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:
 - i. Contract Agreement
 - ii. Letter of Acceptance
 - iii. Memorandum of Understanding
 - iv. Particular Conditions of Contract
 - v. Scope of Work
 - vi. Anticorruption Policy
 - vii. Work/Delivery Programme
 - viii. Contractor's Tender
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby jointly and severally agrees with the Employer and warrants to execute and complete the Works and remedy any defects therein and to perform other obligations agreed to by the Contractor in conformity with the provisions of the Contract and to carry out the Works with all reasonable skill, care and diligence.

4. The Employer hereby agree to pay or cause to be paid to the Contractor in consideration of the execution and completion of the Works and remedying of the defects therein and the performance by the Contractor of their obligations under the Contract, the Contract Price or such other sum as may be payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. The contract shall come into full force and effect on the date when the following conditions are satisfied:
 - the Contract agreement has been signed by the parties
 - submission of proof of Contractor's insurance
 - submission of breakdown of contract price

The Employer shall promptly confirm to the Contractor the date on which all these conditions have been satisfied. If any of the above conditions have not been satisfied within twenty-eight (28) days of the above-mentioned date on which this Agreement is made, the Employer reserves the right to cancel the Agreement

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

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

For and on behalf of the LESOTHO HIGHLANDS DEVELOPMENT AUTHORITY:

Signature:_____

Name:_____

Position:_____

Date:_____

As Witness:

Signature:_____

Signature:_____

Name:_____

Name:_____

Position:_____

Position:_____

Date:_____

Date:_____

For and on behalf of the {CONTRACTOR}:

Signature:_____

Name:_____

Position:_____

Date:_____

As Witness:

Signature:_____

Name:_____

Position:_____

Date:_____

Signature:_____

Name:_____

Position:_____

Date:_____

Advance Payment Security

Demand Guarantee

_____ *[Bank's Name, and Address of Issuing Branch or Office]*

Beneficiary: _____ *[Name and Address of Employer]*

Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____

We have been informed that _____ *[name of Contractor]* (hereinafter called "the Contractor") has entered into Contract No. _____ *[reference number of the contract]* dated _____ with you, for the execution of _____ *[name of contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum _____ *[amount in figures]* (_____) *[amount in words]* is to be made against an advance payment guarantee.

At the request of the Contractor, we _____ *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ *[amount in figures]* (_____) *[amount in words]*¹ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the advance payment for purposes other than the costs of mobilization in respect of the Works.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number _____ at _____ *[name and address of Bank]*.

¹ The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that the full amount of the Advance Payment has been recovered.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

[signature(s)]

Note: All italicised text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

SECTION VI: BILL OF QUANTITIES (BOQ)

BILL OF QUANTITIES (BOQ)

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>BILL NO.6</u>				
	<u>ROOF COVERINGS ETC</u>				
	NOTE: Tenderers are advised to study the latest Model Preambles for Trades, as published by the Association of South African Quantity Surveyors (ASAQS), before pricing this bill.				
				-	
	<u>PROFILED METAL ROOF SHEETING AND</u>	H2			
	<u>ACCESSORIES</u>				
	Global Roof Solutions, 700mm cover width Klip-Tite™ profile or similar approved	H3			
	roll-formed in continuous lengths from certified Galvanized steel Z200 0.58mm				
	(Heavy Industrial) complying with ISQ 550 (3T) (A653) with a Chromadek® finish to				

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	one side and standard backing coat, Pebble Grey to other and fixed to steel purlins				
1.	Roof covering with pitch not exceeding 25 degrees with Compriband sealant at all laps	m2	2,972.00		
2.	Side cladding with Compriband sealant at laps	m2	1,060.00		
3.	Extra over roof covering for 80 degrees bullnose with Compriband sealant at laps	m	333.20		
4.	Global Roof Solutions Ridge Cap or similar approved 550mm girth 3 times bent and notched on site to suit roof profile.	m	83.30		
5.	Global Roof Solutions, Klip-Tite™ profile or similar approved roof sheeting cranked to minimum 450mm radius and overlapped minimum 75mm with wall cladding.	m	166.60		
6.	Global Roof Solutions Gable Trim (Barge Flash) or similar approved 580mm girth 3 times bent.	m	108.90		
7.	Drip flashing 350mm girth	m	230.60		
	TRANSLUCENT ROOF SHEETING:				

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
8.	Clear Modenk Polycarbonate 1.2mm with UV protection Translucent Roofing ("Global Roof Solutions" Klip-Tite™ profile or similar approved)	m2	144.48		
	<u>ROOF AND WALL INSULATION</u>	H2			
	<u>"Bubblefoil D10" housing grade glass fibre reinforced aluminium foil bonded insulation, ref. 2906</u>	H3			
9.	Insulation laid taut over rafters (at approximately 1000mm centres) and fixed concurrent with tiling battens, purlins, etc	m2	4,032.00		
	<u>CANOPIES</u>	H2			
	<u>8700 x 3000 x 1400mm high Steel Canopy covered with Chromadek Galvanised Roof Sheeting, over loading platforms including fixing to structural steelwork as per Architect's drawing.</u>				
10.	Roof Covering & Side Cladding	m2	116.55		
11.	Corner / Edge trim 450mm girth	m	21.00		
12.	Lean to roof flashing 450mm girth	m	34.50		
	<u>ROOF VENTILATORS</u>	H2			
	<u>"HELM ENGINEERING"</u>	H3			

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
13.	2450mm long "HELM ENGINEERING" ridge mounted ventilator (Code:H-RV) or similar approved installed to roof ridge all in strict accordance with the manufacturer's specifications.	No	16.00		
	Sub Total			M	-
	<u>BILL NO.10</u>				
	<u>STRUCTURAL STEELWORK</u>	H1			
	NOTE: Tenderers are advised to study the latest Model Preambles for Trades, as published by the Association of South African Quantity Surveyors (ASAQS), before pricing this bill.				
	<u>Note:</u>				
	All steel to be SANS 1431 grade 350W except for cold rolled sections where commercial quality steel can be used. A certificate from steel manufacturer in which the grade is verified shall be handed to the engineer.				
	Unless otherwise noted in the steel specifications, all steel to be hot dipped galvanized to SABS 121 (SABS ISO 1461).				
	All steelwork to be protected against corrosion according to SANS 14713 (ISO 14713).				
	All welding to be restricted to the factory only. Welding is to be done strictly according to SANS 10044, SANS 10167 & SANS 1431				
	All bolts must comply with SANS 135, SANS 136 & SANS 1700 set				

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>STEEL COLUMNS AND RAFTERS</u>	H2			
	Welded and bolted COLUMN in single lengths with flat section base, cap, bearer and connection plates, etc	H3			
	<u>COLUMN TYPE-A & B</u>	H4			
14.	203 x 203 x 52kg/m H-section column with flat section 350 x 350 x 16mm thick base plate	tonne	16.80		
	<u>COLUMN TYPE-C</u>	H4			
15.	457 x 191 x 67.1kg/m UB-section column with flat section 470 x 205 x 16mm thick base plate	tonne	28.28		
	Welded and bolted RAFTER in single lengths with flat section base, cap, bearer, Haunch and connection plates, etc	H3			
16.	457 x 191 x 67.1kg/m UB-section column with flat section 840 x 210 x 16mm thick,	tonne	36.55		
	1010 x 205 x 16mm thick, 940 x 205 x 16mm thick and 950 x 205 x 16mm thick MS end Plates				
	Welded horizontal BEAMS etc with flat section connection plates bolted to steel	H3			
17.	114.30 x 3.0 Circular Hollow Section Eaves Beam with flat section 16mm thick end plates	tonne	4.11		
	<u>PURLINS, GIRTS, BRACING, ETC</u>	H2			
	Purlins and girts bolted to steel	H3			

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
18.	250 x 75 x 20 x 3mm Thick lipped channel section PURLINS	tonne	22.92		
19.	250 x 75 x 20 x 3mm Thick lipped channel section side GIRT	tonne	12.70		
20.	75 x 50 x 20 x 2.5mm Thick lipped channel section Anti-sag bar	tonne	4.24		
	Welded bracing etc with flat section connection plates to steel	H3			
21.	88.9 x 3.0 Circular Hollow Section BRACINGS connected in the middle	tonne	5.56		
	<u>BOLTS, ETC</u>				
	Casting in holding-down bolts	H3			
22.	22mm diameter M20 Gr 8.8 holding down Bolts, 575mm long	No	288		
23.	22mm diameter M16 Gr 8.8 holding down Bolts, 575mm long	No	216		
	Bolts and all connection cleats	H3			
24.	18mm diameter M16 Gr 8.8 connection Bolts	No	1092		
25.	16mm hole through steel for bolt	No	1092		
	<u>CANOPIES</u>	H2			
	<u>8700 x 3000 x 1400mm high Steel Canopy covered with Chromadek Galvanised Roof Sheeting, over loading platforms including fixing to structural steelwork as per Architect's drawing</u>				

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
26.	160 x 80 x 3.0mm Rectangular hollow sections	tonne	2.41		
27.	18mm diameter M16 Gr 8.8 connection Bolts	No	60		
28.	16mm hole through steel for bolt	No	60		
	<u>STEEL DOOR FRAMES INCLUDING ALL PREPARATORY WORK</u>	H2			
	<u>4000 x 3839mm high Sliding Door with Steel frame</u>	H3			
29.	Purpose-made Sliding Industrial Double Door with galvanized steel sheeting matching roof sheeting fixed using KL700 clips & class 3 fastener to a painted mild steel frame made up of 100 x 50mm (2mm thick) hot rolled steel rectangular tube frame with intermediate painted mild steel bracings made up of 100 x 50mm (2mm thick) hot rolled steel rectangular tubes welded to main frame.	No	3		
	<u>PAINTING</u>				
	Painting to structural steel	H3		(Price one)	
30.	Painting to structural steelwork as described	tonne	131.16		
	OR		OR		
31.	Painting to structural steelwork as described in the schedules	m2	4,448		
	Sub Total			M	-
	Grand Total			M	-

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



LESOTHO HIGHLANDS WATER PROJECT

TENDER DOCUMENTS

CONTRACT LHDA No. 2132 A

**SUPPLY AND DELIVERY OF STRUCTURAL STEEL & ROOF
COVERING FOR CONSTRUCTION OF 'MUELA STORE**

PART 3 – LHWP ANTI-CORRUPTION POLICY

SECTION VII: LHWP ANTI-CORRUPTION POLICY

LHWP ANTI-CORRUPTION POLICY - 2019

Adopted by the Lesotho Highlands Water Commission in April 2019

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

Definitions:

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

Background:

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

Principles:

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

Application of Policy:

8. The provisions of this Policy shall apply to all contractors and consultants involved in the Project, including the pre-qualification of bidders and tenderers (where applicable), the evaluation of bids and tenders and the award of contracts.

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

12.3.2. Perceived conflict of interest, defined as “when a third-party observing the procurement process considers the process to be influenced or biased based on the perception of business or other relationships between the corporate entities”.

12.4. Bias when dealing with claims and variation orders during administration of the contract. A “coercive practice”, such being impairing or harming, or threatening to impair or harm, directly or indirectly, or to influence improperly, any person or entity in connection with the Project.

12.5. An “obstructive practice”, such being:

12.5.1. the destroying, falsifying, altering or concealing of evidential material relevant to an investigation, as referred to in paragraphs 28 and 29 hereunder, or the making of false statements to investigators in order to materially impede such investigation; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to such investigation or from pursuing such investigation; or

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

Participation in Contracts:

13. Where a contractor or consultant, or any employee or former employee of such contractor or consultant, or any individual, was previously involved or implicated in corruption, such contractor, consultant or individual may be excluded from any involvement in the Project. Such exclusion will be at the sole discretion of the Project Authority based on a reasonable assessment of all the facts at its disposal.

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

Confidential Business Information/Client Privilege

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

Specific Obligations of Prospective Contractors and Consultants:

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

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

Sanctions:

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

Investigation and Access to Information:

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

Ethics, Training and Compliance:

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

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



LESOTHO HIGHLANDS WATER PROJECT

TENDER DOCUMENTS

CONTRACT LHDA No. 2132 A

**SUPPLY AND DELIVERY OF STRUCTURAL STEEL & ROOF
COVERING FOR CONSTRUCTION OF 'MUELA STORE**

PART 4 – Tax Requirements

SECTION VIII: TAX REQUIREMENTS

TAX REQUIREMENTS

1. Tax Registration

The Consultant/Contractor shall be required to register for taxation (Income and VAT) with the Revenue Services Lesotho (RSL).

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

2. Taxation

The Consultant 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 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.

3. Invoice Compliance and Tax Declaration

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

Invoices/Certificates payment will be subject to contracting parties' declaration on their periodic invoice/certificate 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.

