

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



LESOTHO HIGHLANDS WATER PROJECT

REQUEST FOR QUOTATION FOR

**INSTALLATION OF AN AUTOMATIC HYDRAULICALLY ACTUATED TRASH
RACK CLEANING MACHINE AT MATSOKU WEIR**

LHDA
LHDA Tower Building (Formerly Lesotho Bank Tower)
Kingsway
Maseru, Lesotho

OCTOBER 2025

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List of Abbreviations

Abbreviation	Description
ADSS	All-Dielectric Self-Supporting
BOQ	Bill of Quantities
CBI	Confidential Business Information
DNP	Defects Notification Period
HDG	Hot-Dip Galvanized
ICEW	Incoming Cable to the Equipment/Work
ISO	International Organization for Standardization
LHDA	Lesotho Highlands Development Authority
LV	Low Voltage
LHWC	Lesotho Highlands Water Commission
LHWP	Lesotho Highlands Water Project
NDA	Non-Disclosure Agreement
ODF	Optical Distribution Frame
OEM	Original Equipment Manufacturer
OHS	Occupational Health and Safety
OSC	On Site Cabinet
QA	Quality Assurance
QC	Quality Control
QCP	Quality Control Plan
RASCI	Responsible, Accountable, Supportive, Consulted, and Informed
RFQ	Request For Quotation
RSL	Revenue Services Lesotho
SOP	Standard Operating Procedure
TRCM	Trash Rack Cleaning Machine
USB	Universal Serial Bus
VA	Volt-Ampere
VAT	Value-Added Tax
WHT	Withholding Tax

1. BACKGROUND

The Lesotho Highlands Development Authority (LHDA) requires the services of a suitably qualified and experienced installation contractor to provide installation services for an automatic articulating trash rack cleaning machine (TRCM) at Matsoku Weir.

The Lesotho Highlands Water Project (LHWP) is a multi-disciplinary, multi-phase, bi-lateral project undertaken by the Governments of the Kingdom of Lesotho and of the Republic of South Africa in accordance with a Treaty signed between the two countries in 1986.

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

To fulfil their obligations regarding the operation of the LHWP, the LHDA Katse Branch procured a trash rack cleaning machine that will enable regular cleaning of the screened intake at the Matsoku Weir, which supplies water to the Katse dam via the Matsoku tunnel.

The weir is located near the village of Ha Seshote, Lesotho, at the following coordinates: 29°13'54.77"S, 28°33'28.16"E.

In this document, the different parties are defined as below:

- a. **Employer** refers to the LHDA/Client. The term Client used in this document shall refer to Employer.
- b. **TRCM Contractor** refers to Erhard Muhr GmbH, the original equipment manufacturer (OEM) appointed by the Employer for the design, manufacturing, supply, shipping, construction supervision, commissioning, and operator training of the TRCM.
- c. **Installation Contractor** refers to the Contractor appointed by the Employer for installation of the TRCM on site under instruction and direct supervision of the TRCM Contractor.
- d. **Consultant** refers to Zutari, the consultant appointed to assist the Employer with the implementation of the TRCM.

2. OBJECTIVE OF ASSIGNMENT

The objective of the assignment is to engage the services of an experienced installation contractor to install the hydraulic articulating TRCM and provide modifications at the Matsoku Weir to enable installation of the TRCM.

3. MATSOKU WEIR DEBRIS CHALLENGE DESCRIPTION

The Matsoku weir and tunnel are located approximately 24 km from the Katse dam along the Northern Access Road between Katse dam and Ha Lejone. The scheme supplies water to the Katse dam via a screened intake. The weir is positioned where the Matsoku river forms a convex curve to the west. The 20 m high diversion weir aligns with a right bank diversion tunnel that extends 5.6 km and discharges into the Katse dam basin.

The existing structure (shown in Figure 2) features a 20 m ogee-crested screened intake with thirteen inlets, each equipped with three individual vertical screens that allow water from the river to be abstracted into the forebay at a level of 2083.3 masl. Below this level, the storage is inactive and is expected to be filled with sand and silt.



Figure 1. Panoramic view of the intake structure roof slab and parking area (7 June 2022)



Figure 2. Matsoku Weir and Tunnel Intake Structure (7 June 2022)

The intake structure consists of thirteen openings (refer to

Figure 3), 4.3 m high and 1.2 m wide. The openings have an invert level of 2083.3 masl. They are separated by cast in-situ concrete ribs at 1.6 m centres with cast in stainless steel reception channels. Three removable stainless-steel screens of 120 kg each are fitted on top of each other in each opening. The screens are equipped with vertical bars at 200 mm c-c.



Figure 3. Blinding of the screens at Matsoku Weir (7 June 2022)



Figure 4. Top view of screen blinding (7 June 2022)

The Matsoku weir intake structure is often blocked by densely compacted debris, which restricts flow to the intake tunnel. The design of the intake structure lacks a system or mechanism for regularly cleaning trash and debris from the screens. Consequently, debris becomes tightly packed on the screens over an extended period, preventing flow into the forebay to such an extent that screens have had to be removed to allow flow. Restricted flow into the intake structure, in turn, causes increased siltation in the river upstream of the intake.

The Matsoku weir intake screens are blinded mainly by leaves and smaller branches. Larger logs or tree stumps are infrequently encountered. Over recent years, the screens were cleaned in dry seasons by an excavator and manual labour. Regular cleaning is, however, required to ensure a continuous flow through the screens and into the Katse dam transfer tunnel, and to promote scouring of sediment in front of the intake.

In 2022 Zutari undertook a screen cleaning study to assess potential solutions for cleaning the screens at Matsoku Weir. A hydraulically actuated TRCM was identified as the preferred solution.

4. REFERENCE DOCUMENTATION

The following documents form part of the RFQ:

- a. Annexure 1: Employer's Requirements
 - i. Employer's requirements Memorandum, dated 2023-09-21
- b. Annexure 2: Installation Specification
 - i. 1003061-SPE-JJ-0000, Installation Specification, dated September 2025
- c. Annexure 3: LHWP Anti-corruption Policy
- d. Annexure 4: Tax Requirements
- e. Annexure 5: Reference design drawings
 - i. 1002140-1000-DRG-CC-0004, Revision T0, Reference Design – 3D Views – Installation
 - ii. 1002140-1000-DRG-CC-0005, Revision T0, Reference Design – Plan Views – Installation
- f. Annexure 6: TRCM Contractor's drawings
 - i. 20711100, Revision A, Machine on Building Lesotho M2500 sheet 1 of 2

- ii. 20711100, Revision A, Machine on Building Lesotho M2500 sheet 2 of 2
- iii. 20711672, Revision A, Building with fixtures Lesotho
- g. Annexure 7: Miniature substation drawings
 - i. HQ27961G, Revision 0, Miniature Substation 11000/420 V (500 kVA) – General Arrangement, Serial no M280400 & M280127
 - ii. HQ27961P, Revision 0, Miniature Substation 11000/420 V (500 kVA) – General Arrangement, Serial no M280127 & 193145
 - iii. HQ27961L, Revision 0, Miniature Substation 11000/420 V (500 kVA) – General Arrangement, Serial no HQ277961
 - iv. HQ27961W, Revision 0, Miniature Substation 11000/420 V (500 kVA) – Schematic Diagram Sheet 1 of 2, Serial no HQ27961
 - v. HQ27961W, Revision 0, Miniature Substation 11000/420 V (500 kVA) – Schematic Diagram Sheet 2 of 2, Serial no HQ27961
- h. Annexure 8: Overall schedule
- i. Annexure 9: Rail system installation guide
 - i. Assembly Instructions, Technical Documentation, Rail System, Muhr
- j. Annexure 10: As-built drawings
 - i. 1027/2008/2301, Revision Z, Intake – Elevation 2086.200 – Plan, Section and Detail
 - ii. 1027/2008/2302, Revision Z, Intake – Elevation 2093.500 – Plan, Section and Detail
 - iii. 1027/2008/2303, Revision Z, Intake – Sections – Sheet 1 of 2
 - iv. 1027/2008/2304, Revision Z, Intake – Sections – Sheet 2 of 2
 - v. 1027/2008/2306, Revision Z, Intake – Parking Area – General Layout and Details
 - vi. 1027/2008/2308, Revision Z, Intake – Typical Sections – Sheet 2 of 2
- k. Annexure 11: Agreement
- l. Annexure 12: Reference photographs

m. Annexure 13: Bill of quantities

i. 1003061-0000-BOQ-JJ-0000, Revision T0

n. Matsoku Tunnel and Weir Completion Report, Revision B, dated October 2002

o. Matsoku Weir and Tunnel Operating & Maintenance Manual Volume 1, Revision 3, dated May 2002

p. Matsoku Weir and Tunnel Operating & Maintenance Manual Volume 2, Revision 3, dated May 2002

q. Lesotho Labour Act No.4 of 2024

5. SCOPE OF SERVICES TO BE PROVIDED

5.1. GENERAL

The Installation Contractor shall provide all labour, tools, plant, equipment and other resources for the installation of the TRCM. The services and equipment to be provided by the Installation Contractor shall include, but not be limited to, the following:

- a. Provide a competent Site Agent to oversee the works.
- b. Provide a qualified rigger (qualified tradesperson) to plan and execute all rigging and lifting operations.
- c. Management of the installation part of the project to ensure that the TRCM is installed within 10 business days as per the TRCM Contractor's schedule provided in Annexure 8.
- d. Take out insurance to the value of LSL 15 000 000 to cover any damage to TRCM or the Matsoku Weir from the Installation Contractor's handling, negligence, or failure to comply with contractual requirements. Proof of insurance must be provided to the Employer within 14 days of the Commencement Date and prior to commencing work on site.
- e. All tools, equipment, building materials, consumables and workforce required to complete the installation of the TRCM, including, but not limited to the following:
 - i. Material handling equipment, including mobile cranes and other lifting equipment necessary to install the rail system, assemble and install the TRCM. The Installation Contractor shall be responsible for the handling of the TRCM on-site. The installation shall be under the direct supervision and

instruction of the TRCM Contractor. Suitable material-handling equipment shall be used to prevent potential damage during installation. A thorough inspection of the rail system and TRCM components shall be carried out in collaboration with the TRCM Contractor, the Employer and the Consultant upon unboxing of the TRCM. The condition of the components and TRCM shall be documented, noting any existing damage to the TRCM and rail system.

- ii. Diesel or petrol generator and lighting as required by the Contractor for all on-site installation.
 - iii. Cross-border logistics (if applicable), for the Installation Contractor's own equipment and staff. The Installation Contractor shall manage the transportation and import of all tools, equipment, and building materials brought to the site from outside Lesotho.
 - iv. All permits and approvals to work in Lesotho.
 - v. Security (if required) for the Installation Contractor's tools, equipment, and materials. The Employer will provide full-time security for the TRCM and Matsoku Weir.
 - vi. Transportation, temporary accommodation and facilities as required for the Installation Contractor's plant, equipment, material and personnel.
 - vii. Waste management (incl. removal and safe disposal from site) for all demolished infrastructure, parts, consumables and other construction waste, including all packaging and wrapping used in shipping and transporting of the TRCM.
- f. On-site support during commissioning of the TRCM to attend to defects and/or adjustments or modifications that may be required to the Installation Contract scope of work to help ensure successful commissioning of the TRCM.
- g. Attend to defects during the 12-month Defects Notification Period for the Installation Contract Works.

The Installation Contractor shall align its schedule and services with the TRCM Contractor's programme as provided in Annexure 8.

The Installation Contractor shall liaise and coordinate the installation work with the TRCM Contractor, the Employer and the Consultant to ensure that the installation schedule aligns with the TRCM Contractor's commissioning engineer's visit to the site.

5.2. MODIFICATIONS TO THE WEIR STRUCTURE

The Installation Contractor shall make the following modifications to enable installation of the TRCM, including:

- a. Cutting of the concrete kerb and HDG handrails as shown in Figure 5 and on the reference design drawings.
- b. Provide a new steel platform as shown in Figure 6 and Figure 7, complete with extension of the existing handrail to extend around the perimeter of new platform. The Consultant will develop a detailed design for the platform. The Installation Contractor shall prepare and submit manufacturing (shop) drawings, in full compliance with the Consultant's design, for review and approval prior to commencing manufacture.

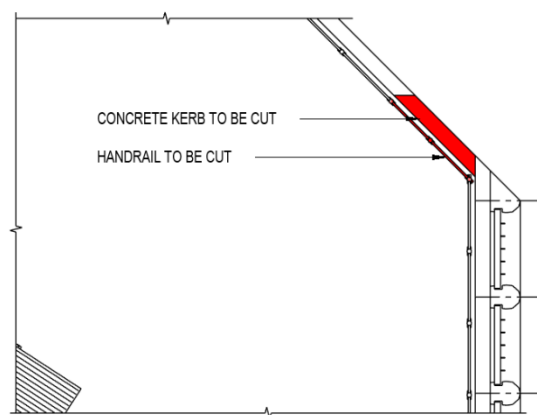


Figure 5. Cutting of the kerb and handrails (refer to drawing 1003061-1000-DRG-CC-0005-T0)

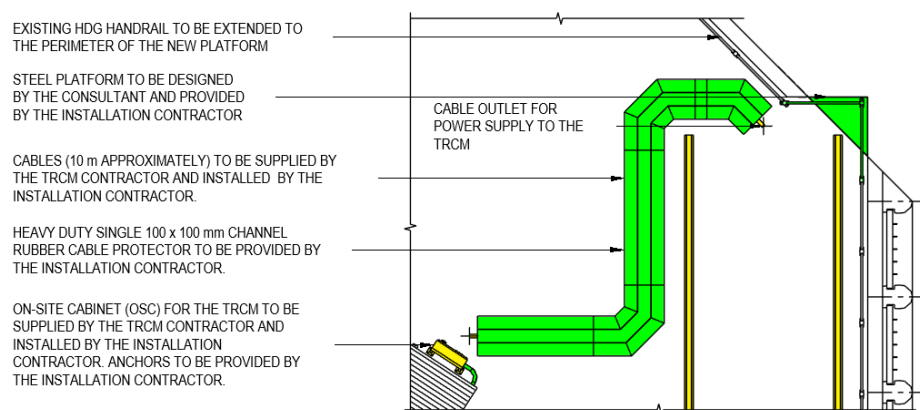


Figure 6. Installation of the cable protectors and platform (refer to drawing 1003061-1000-DRG-CC-0005-T0)

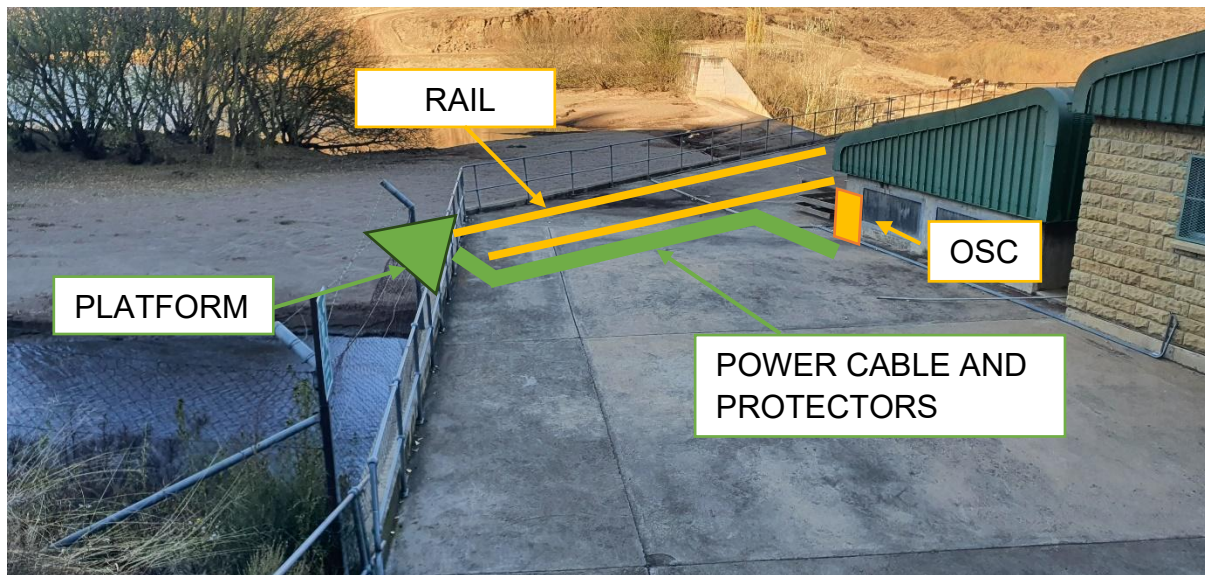


Figure 7. Illustration of the installation of the cable protectors, rail system and platform

5.3. INSTALLATION OF THE TRCM

The Installation Contractor shall install the rail system (indicated in Figure 6 and Figure 7) provided by the TRCM Contractor in accordance with the TRCM Contractor's installation manual. The TRCM Contractor will deliver the clamps, screws, and chemical anchors for the rail system. The Installation Contractor must provide for the grouting of the rail system after installation.

The TRCM will arrive on site partially disassembled in two (2) shipping containers. A transporter arranged by the LHDA will offload the shipping containers. The Installation Contractor shall unbox, assemble, and install the TRCM on the rail system within ten business days of the machine's arrival on site, under the on-site supervision of the TRCM Contractor.

The mobile crane must be capable of handling a load of at least 5.5 tonnes over a reach of 30 m.

5.4. POWER AND COMMUNICATIONS

The Installation Contractor's scope with respect to power and communications required for the TRCM includes, but is not limited to, the following:

- a. Install the OSC (refer to Figure 6 to Figure 8) and provide the anchors for securing the OSC to the concrete floor (roof slab of the Matsoku Weir).
- b. Provide floor-mounted cable protectors (including anchors/fixings) for the power cables between the OSC and the TRCM.

- c. Provide power cables with wall-mounted stainless steel trunking (approximately 16 m in length), complete with all necessary anchors/fixings and terminations, from the 500 kVA mini substation to the OSC (Figure 8). The cables shall be to the cable schedule in Table 5-1 and Table 5-2.

Table 5-1. Cable schedule (part 1 of 2)

Cable rating (kV)	No. of Cond./ Phase	No of Cond./ Cable	Cable Size (mm ²)	Manufacturer
0.6/1	1	4/C	35	Aberdare

Table 5-2. Cable schedule (part 2 of 2)

Frequency (Hz)	Conductor	Insulation	ICEW Size (mm ²)	Total ICEW (m)
50	Copper	Polyvinyl Chloride 70°C – SWA - Blue Stripe	16	16

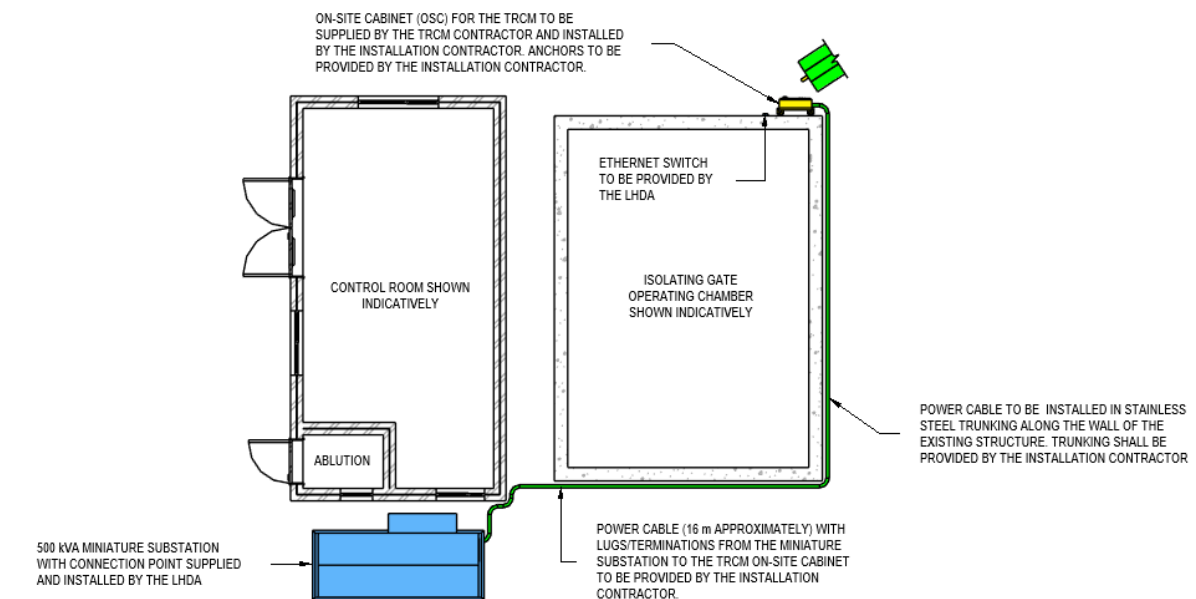


Figure 8. Installation of the cable protector and platform (refer to drawing 1003061-1000-DRG-CC-0005-T0)

- d. Install the power cables (approximately 10m in length) between the OSC and the TRCM (as indicated in Figure 6).
- e. Provide power cable protectors (approximately 10m in length) between the OSC and TRCM.

- f. Provide an ethernet cable of 3 m in length to connect the existing ethernet switch with the OSC.
- g. Perform insulation resistance testing and issue the test certificate to the Consultant.
- h. Provide and install (green/yellow) PVC insulated earth wire of up to 16m between the mini-sub and the OSC inclusive of all necessary clamps, lugs and fixings to earth all newly installed electrical and non-electrical equipment to the Matsoku Weir grounding system.
- i. Earthing must be provided for the rail system and the TRCM by means of insulated copper (green/yellow) earth wire.

5.5. HEALTH AND SAFETY

The Installation Contractor shall comply with legislation and regulations governing the safety of persons, particularly when working at the Site, and shall comply with health and safety plans and regulations.

The Installation Contractor shall provide all the required safety and personal protective equipment to their staff for the duration of the contract. Safety barriers are deemed as equipment, and the Installation Contractor shall ensure that they are applied and used correctly.

The Installation Contractor and their personnel shall attend a site induction meeting on site and sign the provided attendance sheet as proof of attendance before starting any works on site. The Installation Contractor shall attend the site induction meeting when they first arrive on site.

The Installation Contractor shall provide a health and safety plan as per Section 5.6.6 that includes risk assessments prior to the commencement of the Works.

5.6. DOCUMENTATION

The documents detailed below shall be provided by the Installation Contractor in both hard copy and digital (pdf) format. All documentation shall be in the English language. All documents must be in the ISO standard sizes A0, A1, A2, A3, or A4 as applicable.

5.6.1. DRAWINGS, SCHEMATICS AND CALCULATIONS

General arrangement drawings and schematics explaining how the TRCM must be installed and operated at the Matsoku Weir will be provided by the TRCM Contractor, including electrical and control diagrams.

The Installation Contractor shall provide manufacturing (shop) drawings for the platform, any additional electrical and communication wiring diagrams, and any other drawings that may support the Installation Contractor's proposal, and the construction and installation of the TRCM.

The drawings and schematics provided by the Installation Contractor shall include the overall and mounting dimensions, information on the materials used for the construction and installation, and fixing details.

5.6.2. FINAL INSTALLATION PLAN

The Installation Contractor shall submit an installation plan to the Employer prior to mobilization to site. The final installation plan shall be based on the lifting requirements and assembly instructions provided by the TRCM Contractor and it must also reflect the Installation Contractor's manufacture and installation of the platform, handrails, and power cable. The final installation plan shall consist as a minimum of the following information:

- a. Installation preparation checklist, according to the TRCM Contractor's installation manual.
- b. Clear evidence of compliance with each of the requirements of the installation contract.
- c. Detailed rigging plan.
- d. Health and safety documentation.
- e. Manufacturing (shop) drawings for the platform and handrails.
- f. Detailed quality control plan (QCP) with intervention (hold, witness, etc.) points.
- g. Installation methodology.

The installation plan shall be submitted to the Consultant at least 2 weeks prior to commencing on-site work, and the Installation Contractor shall allow the Consultant/Employer's comments to be incorporated into the final installation plan.

5.6.3. RIGGING PLAN

The Contractor shall prepare and submit a detailed Rigging Plan in accordance with the TRCM Contractor's lifting requirements and assembly instructions. The Rigging Plan shall demonstrate that all lifting, hoisting, and handling operations associated with the TRCM and related equipment will be executed safely, efficiently, and in compliance with applicable statutory requirements, standards, and best practices.

5.6.4. SAFE WORK METHOD STATEMENTS

The Installation Contractor shall submit safe work method statements for the following:

- a. Rigging of the TRCM.
- b. Cutting of the concrete kerb.
- c. Modifications to the handrails.
- d. Installation of the OSC, power cables, trunking and cable protectors.

The method statements shall explain the construction sequence in detail and shall be submitted to the Consultant for review and acceptance before commencing work.

5.6.5. PROJECT SCHEDULE

Within a week of the appointment, the Installation Contractor shall submit to the Employer a detailed project schedule that shall detail the following tasks:

- a. Manufacturing.
- b. On-site installation and commissioning support.
- c. Hand-over.

5.6.6. OCCUPATIONAL HEALTH AND SAFETY

An occupational health and safety (OHS) plan shall be submitted before the commencement of works. The OHS plan shall, at a minimum, include the following:

- a. A project-specific risk assessment identifying hazards associated with the installation of the TRCM, including rigging, lifting, electrical works, and cable laying.
- b. The appointment of a competent person/safety officer responsible for OHS compliance on site.
- c. Details of training and certification of personnel (e.g. rigging, working at heights, electrical safety, first aid, etc.).
- d. Emergency procedures, including first aid, fire protection, and incident reporting.

- e. Copies of insurance certificates covering personnel, equipment, and third-party liability.

No site work may commence until the OHS Plan has been reviewed and accepted by the Employer/Engineer.

The Installation Contractor shall provide written confirmation that the Installation Contractor's Works meet the requirements of the Lesotho Labour Act of 2024.

5.6.7. QA/QC PLAN

A quality assurance and quality control (QA/QC) plan shall be submitted at the start of the project. The QA/QC plan will expand on the testing, inspection, and examination requirements for the project, as well as the resource and personnel allocation needed to achieve the end objectives.

The QA/QC plan shall specify the standards, practices, processes, and instructions to be recorded and followed. The QA/QC plan shall ensure that the methods and procedures are implemented in a manner that achieves the quality levels committed to by the Installation Contractor.

The QA/QC plan shall document inspection and testing records.

After successful commissioning, a letter and/or certificate of conformance shall be issued and added to the data pack.

5.6.8. INSPECTIONS AND TESTING

PLATFORM:

The Installation Contractor shall arrange for inspection by the Consultant's representative and the Employer's representative to attend inspections after manufacturing of the platform components and prior to the dispatchment to site.

Before dispatch of the platform from the Installation Contractor's works, the Installation Contractor shall provide an inspection report to the Consultant and confirm that the platform complies with the specifications.

TRCM:

The Consultant must witness all inspections and testing. It is the responsibility of the Installation Contractor to ensure that all work has been fully inspected and documented as such before requesting any inspection by the Consultant.

The Installation Contractor must perform a visual and functional inspection of all newly installed equipment on site before energisation of the TRCM. Once the Installation Contractor is satisfied that the installation complies with his

requirements, the Installation Contractor shall issue a Letter of Conformity to the Employer for approval and commence with cold and hot commissioning.

Cold commissioning in this scope shall refer to all inspections, visual and functional testing conducted prior to energisation. Hot commissioning in this scope shall refer to all activities necessary for energisation of the facility.

5.7. WARRANTY

The TRCM Contractor will provide a warranty of at least 18 months from the date of project handover. The Installation Contractor shall perform all works in a manner that preserves the validity of the TRCM Contractor's warranty.

If any act, omission, or negligence by the Installation Contractor results in the partial or full invalidation of this warranty, the Installation Contractor shall be liable for all costs, damages, or replacement works required to restore the warranty's validity.

The Employer reserves the right to recover such costs directly from the Installation Contractor or by deduction from payments due.

6. SCOPE BY OTHERS

The Employer shall provide the following services and equipment:

- a. Overall insurance coverage for the TRCM against loss or damage during the inland transportation and installation period. The Installation Contractor shall, however, take out insurance to cover any damage to the TRCM or the Matsoku Weir from the Installation Contractor's handling, negligence, or failure to comply with contractual requirements as per Section 5.1.
- b. Offloading of the TRCM upon delivery at Matsoku Weir.
- c. A waste skip.
- d. An earthing mat and earthing of handrails, mini-substations, LV Kiosks, metallic pipes, supports and steel structures.
- e. A 500 kVA, 11 000/420 V miniature substation, including a designated connection point for supplying power to the OSC.
- f. An ethernet switch, including a designated connection point for communication with the OSC.
- g. ADSS cable to the Matsoku weir and all signal testing between the ADSS and the ethernet switch.

- h. An optical distribution frame (ODF) or patch panel inside the control room of Matsoku, where the ADSS terminates.
- i. A firewall router for security.
- j. Ethernet cable between the ODF/ patch panel and the firewall router, and between the firewall router and the Ethernet switch.
- k. Transport of the TRCM from the port of Durban, South Africa, to the Matsoku Wier site.

The TRCM Contractor shall provide the following services and equipment:

- a. One (1) hydraulically operated articulating TRCM.
- b. One (1) set of rail tracks for transverse movement of the TRCM across the screened intake, including the associated drive system and sundries for installation.
- c. An on-site cabinet (OSC), including designated connection points for communication and power supply.
- d. A surge arrester.
- e. All cabling to be installed between the OSC and the TRCM.
- f. A power supply connection point on the TRCM.
- g. A wireless remote-control unit, complete with receivers, for the operation of the TRCM.
- h. Sensors, limit switches, and encoders required to ensure the safe operation of the TRCM in both automatic and manual modes.
- i. Initial filling of the hydraulic system and the supply of all required lubricants for the TRCM.
- j. Nameplates.
- k. Final equipment specification for the TRCM.
- l. Factory acceptance testing of the TRCM.
- m. Shipping of equipment to the port of Durban, South Africa.
- n. Training for the Employer's operators and maintenance personnel.

- o. Operation and maintenance (O&M) manuals for the TRCM.
- p. Safe operating procedures (SOPs).
- q. Certifications for the TRCM.
- r. Support during the 12-month defects notification period, including one visit to the site by an experienced technician to assess the condition and operation of the TRCM after 12 months of operation.
- s. Warranty of 18 months for the TRCM from the date of the takeover certificate.
- t. Project management of the project, including monthly progress reports during the design and manufacturing of the TRCM.

6.1. RESPONSIBILITIES MATRIX

Table 6-1 Gives a RASCI (responsible, accountable, support, consulted and informed) breakdown of the roles of the different parties involved. The TRCM Contractor will not be responsible for the civil, dismantling, or removal works. It is expected that both the TRCM and Installation Contractors work closely together to ensure a high-quality solution is provided. The TRCM Contractor shall provide on-site supervision and will be responsible for the commissioning of their TRCM.

Table 6-1. RASCI for the TRCM

Items	Responsible	Accountable	Supporting	Consulted	Informed
TRCM Design and Installation Design	TRCM Contractor	TRCM Contractor	Employer and Installation Contractor	Employer and Installation Contractor	Employer
Construction Planning and Management	Installation Contractor	Installation Contractor	Employer	Employer and TRCM Contractor	Employer
Onsite Workforce, Tools, and Lifting Equipment	Installation Contractor	Installation Contractor	Employer	Employer and TRCM Contractor	Employer
TRCM shipping to RSA	TRCM Contractor	TRCM Contractor	Installation Contractor	Employer and Installation Contractor	Employer and Installation Contractor
TRCM transport to Site	Employer	Employer	Employer	Employer	Employer

Items	Responsible	Accountable	Supporting	Consulted	Informed
TRCM Offloading on site	Employer	Employer	Installation Contractor and TRCM Contractor	Installation Contractor and TRCM Contractor	Installation Contractor and TRCM Contractor
Civil Works Including Deconstruction and Installation	Installation Contractor	Installation Contractor	TRCM Contractor	Employer and TRCM Contractor	Employer and TRCM Contractor
Electrical Works and Connection	Installation Contractor	Installation Contractor	TRCM Contractor	Consultant and TRCM Contractor	Consultant and TRCM Contractor
Damages to Existing Site and Structure	Installation Contractor	Installation Contractor	Consultant	Consultant	Consultant
Machine Programming and Initial Setup	TRCM Contractor	TRCM Contractor	Consultant and Installation Contractor	Consultant and Installation Contractor	Consultant and Installation Contractor
Health and Safety during Construction and Installation	Installation Contractor	Installation Contractor	TRCM Contractor	Consultant	Consultant
Testing of the Machine	TRCM Contractor	TRCM Contractor	Installation Contractor	Consultant and TRCM Contractor	Consultant and TRCM Contractor
Commissioning of Civil Works	Installation Contractor	Installation Contractor	TRCM Contractor	Consultant and TRCM Contractor	Consultant and TRCM Contractor
Commissioning of TRCM	TRCM Contractor	TRCM Contractor	Installation Contractor	Consultant and Installation Contractor	Consultant and Installation Contractor
Compliance with Local Laws	Consultant, Installation Contractor, and TRCM Contractor	Consultant, Installation Contractor, and TRCM Contractor	Consultant, Installation Contractor, and TRCM Contractor	Consultant, Installation Contractor, and TRCM Contractor	Consultant, Installation Contractor, and TRCM Contractor
Training of Onsite Staff	TRCM Contractor	TRCM Contractor	Consultant	Consultant	Consultant

7. QUOTATION REQUIREMENTS

The response to this Request for Quotations (RFQ) shall comprise of a detailed financial proposal (quotation) and evidence of compliance with the requirements listed below.

The financial proposal for the TRCM installation shall be all-inclusive for the scope of work specified in this RFQ. Optional extras shall be priced separately.

The Bidder shall submit their entire proposal, including the financial and technical sections, in one envelope as per the requirements in the Datasheet.

7.1. COMPLIANCE WITH THE INSTALLATION SPECIFICATION

Bidders shall confirm in their proposal cover letter that they comply with all the requirements stipulated in the RFQ document. Any deviation from the requirements shall be clearly documented in the Bidder's proposal. The Employer reserves the right to reject proposals with deviations.

7.2. COMPLIANCE WITH THE EMPLOYER'S REQUIREMENTS

Bidders shall provide clear evidence of compliance with each requirement in the Employer's Requirements. A table shall be provided with clear responses to each requirement, and supporting information shall be provided to demonstrate compliance.

Bidders are required to submit technical datasheets for all cables and conduits included in their bids.

7.3. QUALITY ASSURANCE PROCEDURES

The quality control and quality assurance procedures that the Installation Contractor will use during the installation and commissioning of the TRCM must be provided with the Bidder's proposal.

7.4. QUALIFICATIONS AND REFERRALS

A list shall be included with the tender, detailing the Installation Contractor's experience and involvement with the installation of large machinery on previous projects. The list shall consist of the Client's name, a description of the installation works, and the costs involved.

An organogram of the proposed team, as well as every team member's CV and qualifications, shall also be included.

7.5. COMPLETED BOQ

A Bill of Quantities (BoQ) has been included in Annexure 10, which shall be priced and included with the prospective Installation Contractor's bid.

7.6. CONFIRMATION OF THE LHWP ANTI-CORRUPTION POLICY

The Installation Contractor shall comply with the provisions of the LHWP Anti-Corruption Policy, as set out in Annexure 3. Bidders must sign and submit Annexure 3 with their proposal.

7.7. TAX REQUIREMENTS

The Installation Contractor shall comply with the provisions of the Tax Requirements, as outlined in Annexure 4. The Installation Contractor is not required to register for taxation (Income and VAT) with the Revenue Services of Lesotho (RSL), but is encouraged to do so. Irrespective of this, the Installation Contractor shall comply with the relevant and applicable taxation laws of Lesotho.

Only resident companies or joint ventures with resident companies qualify for the withholding tax exemption. Exempt bidders must submit their withholding tax exemption certificate along with their proposal to be exempt from withholding tax deductions.

7.8. CONFIRMATION OF COMPANY REGISTRATION DETAILS

The Installation Contractor shall provide proof of company registration (Trader's Licence) and tax compliance (Tax Clearance).

8. MINIMUM COMPLIANCE

The Installation Contractor must meet the minimum criteria listed in the table below to be considered for evaluation.

MINIMUM CRITERIA	CRITERIA MET?
1. Health and safety:	YES ☐

• A formal occupational health and safety management plan must be in place. • A competent Safety Officer must be appointed. • Must comply with Lesotho's regulations and safety standards. • Valid insurance cover for personnel, equipment and third-party liability must be in place. • Record of safety training certificates provided (working at heights, rigging, electrical safety, first aid, etc).	
2. Rigger is a qualified tradesman?	YES ☐

9. EVALUATION CRITERIA

The evaluation criteria are based on a technical score and a financial score, with the financial score accounting for 80% of the combined score and the technical score accounting for 20%.

Point allocation will be done strictly in accordance with the scoring provided in the Evaluation Criteria table below. Intermediate scoring for partial compliance will not be applicable.

Bidders must obtain a minimum technical score of 70%.

The bidder that obtains the highest combined score for the financial and technical proposals will be considered the preferred bidder.

Bidders must provide evidence to support the technical evaluation.

CRITERIA	POINT ALLOCATION
Technical Proposal	
1. Contractor's staff: Site Agent	10

CRITERIA	POINT ALLOCATION
• 10 Points: – Minimum 15 years of experience. – Has been the site agent on at least 3 projects with similar lifting capacities and installation work. – Have proven construction and material handling experience for the installation of heavy electrical and/or mechanical equipment. – Experience working in Lesotho. • 7 Points: – At least 10 years of experience. – Has been the site agent on at least 2 projects with similar lifting capacities and installation work. – Experience working in Lesotho. • 4 Points: – At least 5 years of experience. – Has been the site agent on at least a project with similar lifting capacities and installation work.	
2. Contractor's staff: Rigger • 15 Points: – Minimum 15 years of experience with rigging electrical and/or mechanical equipment. – Has been responsible for the rigging of electrical and/or mechanical items weighing at least 30 tonnes on at least 3 projects. – Submission of at least 3 rigging plans from previous projects, prepared and signed by the proposed Rigger.	15

CRITERIA	POINT ALLOCATION
• 10 Points: – At least 10 years of experience with rigging electrical and/or mechanical equipment. – Has been responsible for rigging of electrical and/or mechanical items weighing at least 30 tonnes on at least 2 projects. – Submission of at least 2 rigging plans from previous projects, prepared and signed by the proposed Rigger. • 5 Points: – At least 5 years of experience with rigging electrical and/or mechanical equipment. – Has been responsible for rigging of electrical and/or mechanical items weighing at least 30 tonnes on at least a project. – Submission of at least a rigging plan from previous projects, prepared and signed by the proposed Rigger.	
3. Contractor's staff: Electrician • 10 Points: – Minimum 7 years of experience. – Registered electrician in Lesotho. – Successfully completed at least 3 projects involving the connection of industrial equipment and control cabinets to substations or distribution boards. – Proven ability in cable routing, termination, and control wiring. • 7 Points: – At least 5 years of experience. – Registered electrician in Lesotho.	10

CRITERIA	POINT ALLOCATION
– Successfully completed at least 2 projects involving the connection of industrial equipment and control cabinets to substations or distribution boards. – Demonstrated competence in cable routing, termination, and control wiring. • 4 Points: – At least 3 years of experience. – Registered electrician in Lesotho. – Successfully completed at least a project involving the connection of industrial equipment and control cabinets to substations or distribution boards.	
4. Contractor's experience working in Lesotho: • 10 points: – Has been based in Lesotho for at least 5 years. – Has completed at least 3 projects of similar complexity in Lesotho. • 7 Points: – Is based in Lesotho or South Africa. – Has completed at least 3 projects of similar complexity in Lesotho. • 4 Points: – The Contractor is based in South Africa – Has completed 3 projects of similar complexity outside of Lesotho.	10
5. Company Experience:	5

CRITERIA	POINT ALLOCATION
• 5 Points: – At least 3 projects where similar work has been done successfully. • 3 Points: – At least 2 projects where similar work has been done successfully. • 1 Point: – At least a project where similar work has been done successfully.	
Maximum technical score	50
Note: A minimum score of 35 points (70%) is required for further evaluation of the financial proposal	
Technical score	20 %
Financial Proposal	
6. Financial Proposals will be evaluated using the following formula: Equation : $F_s = \frac{P \times 80}{P_o}$ Where, F_s = Financial score of the company being considered P = Lowest Price P_o = Price of the company being considered	80 %
Total maximum score	100 %

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DATASHEET

LHDA
LHDA Tower Building (Formerly Lesotho Bank Tower)
Kingsway
Maseru, Lesotho

OCTOBER 2025

Data Sheet

A. Introduction	
	The number of the Invitation for Request for Quotation is: 1
	The Employer is: Lesotho Highlands Development Authority
	The number and identification of the Contract comprising this is: Contract LHDA No 2219A: INSTALLATION OF A HYDRAULIC ARTICULATING TRASH RACK CLEANING MACHINE
	The name of the Project is: MATSOKU WEIR IMPLEMENTATION OF A TRASH RACK CLEANING MACHINE
	The individuals or firms in a joint venture or association shall be jointly and severally liable.
B. Tendering Documents	
	For <u>clarification purposes</u> only, the Employer's address is: Electronic mail address: procurement@lhda.org.ls The minimum number of days prior to the deadline for submission of the Proposal to receive any request for clarification is: Twenty-one (21) days. The minimum number of days prior to the deadline for submission of the Proposal that the Employer will respond is: Fourteen (14) days.
C. Preparation of Request for Quotation	
	The language of the tender is: <u>English</u>
	The prices quoted by the Installation Contractor shall be: Fixed
	Unit of Currency is the Lesotho Loti (LSL).
	The Proposal validity period shall be 120 days.
	The Installation Contractor shall submit one (1) printed and bound original of the Proposal, plus four (4) printed and bound hard copies and one (1) electronic copy on a USB flash drive in portable document format (PDF), submitted with the hard copies in a single envelope.
D. Submission and Opening of Proposal	
	For <u>Proposal submission purposes</u> only, the Employer's address is : LHDA Lesotho Bank Tower 7 th Floor Kingsway Road Maseru Lesotho. The deadline for Proposal submission is: Date: <u>16th January 2026</u> Time: <u>12:00 noon CAT</u>

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ANNEXURE 1: EMPLOYERS' REQUIREMENTS

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ANNEXURE 2: INSTALLATION SPECIFICATION

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ANNEXURE 3: LHWP ANTI-CORRUPTION POLICY

LHDA
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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 practise 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, licencing 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 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 proposals 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 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 business or other relationships between the corporate entities”.

Bias when dealing with claims and variation orders during administration of the contract.

- 12.4. A “coercive practice”, such being impairing or harming, or threatening to impair or harm, directly or indirectly, or to influence improperly, any person or entity in connection with the Project.

- 12.5. An “obstructive practice”, such being:

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

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

Participation in Contracts:

- 13. Where a contractor or consultant, or any employee or former employee of such contractor or consultant, or any individual, was previously involved or implicated in corruption, such contractor, consultant or individual may be excluded from any involvement in the Project. Such exclusion will be at the sole discretion of the Project Authority based on a reasonable assessment of all the facts at its disposal.
- 14. Any contract awarded in relation to the Project will commit the contractor, consultant or individual concerned not to involve itself or himself/herself in corruption, whether relating to the specific contract or not, concerning any employee of the Project Authority or any other entity or person having an interest in the Project.

15. The Project Authority in dealing with the pre-qualification of bidders and tenderers, the evaluation of bids and Proposals, 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 the matter to the Chief Executive (CE) if it does not involve the CE; otherwise, the case is referred to the Audit and Risk Chairperson for further investigation.
23. All contractors and consultants, as well as their employees and agents, as well as employees of the Project Authority, involved in the Project, shall, if called upon to do so, fully co-operate with the Project Authority and/or the Lesotho Director of Public Prosecutions or any person designated by him, in any investigation into allegations of corruption, whether against them or their employee or agent, or against any other entity or person.

Sanctions:

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

Investigation and Access to Information:

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

Ethics, Training and Compliance:

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

Signature:

Signed at

on this day of 2025

Signature:

Name:

Installation Contractor (Duly authorised)

Signature:

Name:

Witness

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ANNEXURE 4: TAX REQUIREMENTS

LHDA
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Maseru, Lesotho

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Tax Requirements

Tax Registration

The Consultant/Contractor shall not be required to register for taxation (Income and VAT) with Revenue Services Lesotho (RSL), but is encouraged to do so.

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 that amends Section 157 of the Income Tax Order 1993; and in compliance with Article 3.2.2. of Annexure IV, of the Agreement on Phase II

Taxation

The Consultant/Contractor shall comply with the relevant and applicable taxation laws of Lesotho, as amended, in accordance with the Treaty, and with the requirements and reporting specified in Article 14 and Annexes 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.

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.

Invoice/Certificate payments will be subject to the contracting Party's declaration on their periodic invoices/certificates, all taxes paid in terms of Article 14(20) of the Agreement on Phase II, including Expatriate PAYE, Corporate taxes, Dues & Charges, Fringe Benefit Tax, etc.

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ANNEXURE 5: REFERENCE DESIGN DRAWINGS

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ANNEXURE 6: TRCM CONTRACTOR DRAWINGS

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ANNEXURE 7: MINIATURE SUBSTATION DRAWINGS

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ANNEXURE 8: PROJECT SCHEDULE

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ANNEXURE 9: RAIL SYSTEM INSTALLATION GUIDE

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ANNEXURE 10: AS BUILT DRAWINGS

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ANNEXURE 11: AGREEMENT

LHDA
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OCTOBER 2025

AGREEMENT

BETWEEN

X (INSTALLATION CONTRACTOR)

AND

LESOTHO HIGHLANDS DEVELOPMENT AUTHORITY

TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATIONS

- 1.1. In this Agreement, unless the context clearly indicates otherwise, includes an expression that denotes singular and plural, and vice versa.
- 1.2. The following expression shall bear the meanings as assigned to it below;
“Agreement” means this Agreement, which sets out the terms and conditions, any annexure hereto, and amendments reduced in writing and signed by the parties.
“Parties” means x (Installation Contractor) and Lesotho Highlands Development Authority.
- 1.3. Where any number of days is prescribed in this Agreement, such number shall be reckoned exclusive of the first day and inclusive of the last day, unless the last day falls on a Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Sunday or a public holiday.

2. NON-EXCLUSIVITY

- 2.1. Parties acknowledge and agree that the services provided hereunder are provided on a non-exclusive basis, and nothing herein shall be construed as prohibiting LHDA from engaging similar services with third parties during the term of this Agreement.

3. INSTALLATION CONTRACTOR REPRESENTATIONS AND WARRANTIES

- 3.1. The Installation Contractor represents and warrants to LHDA that:
 - i) It has the right and capacity to enter into this Agreement and fully perform all of its obligations hereunder.
 - ii) It shall use all commercially reasonable efforts to perform the obligations hereunder in a good and workmanlike manner.
 - iii) The services and/ or goods provided will not violate or infringe upon any other entity's copyright, patent, trademark or other intellectual property right; and
 - iv) All goods/or services produced shall be fit for their intended purpose and of industry standard quality and workmanship.
- 3.2. These warranties may not be limited or disclaimed by the Installation Contractor.

- 3.3. LHDA reserves the right to refuse to accept goods and/or not deliver on or before the required date.
- 3.4. LHDA reserves the right to reject or refuse to honour payment for faulty or otherwise defective goods or services which do not conform to the specification

4. INDEMNIFICATION

- 4.1. The Installation Contractor, its agents, employees, and successors, hereby assume responsibility for, and agree to indemnify, hold harmless, protect and defend LHDA and its respective directors, officers, and employees, from and against any claims liabilities, arising from or relating to any item or services supplied by the Installation Contractor, which includes, but not limited to, claims of piracy, plagiarism, invasion of privacy, or infringement of copyright or any other Intellectual Property interest arising out of the goods and /or services provided by the Installation Contractor under this Agreement.
- 4.2. The above indemnification provision shall survive the expiration or termination of this Agreement.

5. CONFIDENTIALITY

- 5.1. Neither party shall, without the other party's prior written authorisation, reveal or make available any confidential information or trade secrets regarding the other party's products, business, customers, and methods of operation learned during the term of this Agreement.

6. THE INSTALLATION CONTRACTOR'S OBLIGATIONS

- 6.1. The Installation Contractor shall provide the goods and/or services to LHDA as per Section 5 in the Installation RFQ.
- 6.2. LHDA shall have the right to make any changes, additions or alterations in the items, quantities, destinations, specifications, drawings, designs or delivery schedules of the items and/or services in 6.1
- 6.3. The parties will undertake to negotiate an appropriate adjustment in price and terms where the Installation Contractor's direct costs are materially affected by such changes.
- 6.4. Any request by the Installation Contractor for an adjustment in price or terms must be made within 30 days of any such change. All changes and

adjustments, if any, must be in writing and signed by a duly authorised representative of LHDA.

- 6.5. Installation Contractor must quote LHDA's order number on all invoices and any other communications to LHDA; failure to quote the order number may result in delay or impossibility of settling the Installation Contractor's invoice.

7. LHDA'S OBLIGATIONS

- 7.1. Unless specified in this contract, LHDA's payment terms are within 30 days of receipt of the invoice.

8. BREACH

- 8.1. Should any party breach any provision of this Agreement and fail to remedy such breach within seven (7) days of receiving a written notice from the other party requiring it to do so, then the aggrieved party shall be entitled, without prejudice to any other rights it may have whether under this Agreement or law, to cancel this Agreement without notice or to claim specific performance, in either event, without prejudice to the aggrieved party's right to claim damages.

9. NOTICES

- 9.1. Notices in terms of this Agreement shall be in writing and sent by email, facsimile or delivered by hand to the respective addresses of the parties.
- 9.2. Any notice addressed by any party to another party shall:
- i) If delivered by hand at the address of his residence in terms of this clause, be deemed to have been duly received on the date of delivery.
 - ii) If sent by email, it shall be deemed to have been received on the next business day after it is dispatched.

10. CESSION AND ASSIGNMENT

- 10.1. No party shall be entitled to cede, assign or otherwise delegate any of its rights and obligations in terms of this Agreement without the prior consent of the other party.

11. DISPUTES

- 11.1. Where a dispute arises between the parties in relation to any matter about this Agreement or any cancellation thereof, each party hereby undertakes to the other to negotiate and endeavour to resolve such a dispute as soon as possible by mutual Agreement and without a formal dispute being declared.
- 11.2. If the parties are not able to solve the dispute within seven days (7), then any of the parties will be entitled to institute a legal process in any appropriate court of law, which may have jurisdiction to adjudicate the matter.

12. FORCE MAJEURE

- 12.1. Performance of the obligations of the parties in terms of this Agreement shall be excused for as long as and to the extent that the party is unable to do so because of any cause beyond its control, which shall include, without limitation, an act of God, state of war, flood, road conditions, epidemic, riot, and government interference or control.

13. INSPECTION

- 13.1. LHDA may inspect the goods during any stage of their manufacture, construction, preparation, delivery or completion. The Installation Contractor shall promptly remove goods rejected at its expense and risk. Final acceptance shall not be conclusive with respect to latent defects or misrepresentations.
- 13.2. Nothing in this Agreement shall relieve the Installation Contractor from the obligation to test, inspect and quality control. Goods may be rejected for defects or defaults revealed by inspection, analysis or subsequent manufacturing operations, even though such items have been accepted at LHDA's sole discretion.

14. LABOUR DISPUTES

- 14.1. The Installation Contractor shall notify LHDA in writing of any actual or potential labour disputes delaying or threatening to delay the timely performance of this Agreement.

15. SET-OFF

- 15.1. LHDA shall have the right to reduce and set off against amounts payable hereunder any indebtedness or other claim, which LHDA may have against the

Installation Contractor under this Agreement or any other Agreement between the parties.

16. LIMITATION ON CLIENT'S LIABILITIES

- 16.1. In no event shall LHDA be liable to the Installation Contractor for anticipated profits or for incidental, special or consequential damages,
- 16.2. LHDA's liability for a claim of any kind or any loss or damage arising out of or in connection with or resulting from this Agreement, or from any performance or breach, shall in no case exceed the price allocable to goods or services or unit which directly gives rise to the claim.

17. THE ENTIRE AGREEMENT

- 17.1. The parties hereby acknowledge that this Agreement, concluded between them, constitutes the entire Agreement and no other conditions or warranties have been made by any party or that party's agent other than as specifically included herein.
- 17.2. No latitude, extension of time or other indulgence which may be given or allowed by either party to the other, in respect of any payment provided for in this Agreement or performance of any other obligation, shall under the circumstances be construed to be an implied consent by that party to operate as a waiver or otherwise affect any of that party's rights in terms of or arising from this Agreement, or prevent such party from importing at any time and without notice, strict compliance with provisions and terms of this Agreement.
- 17.3. The parties agree that no variation or addition to, consensual cancellation or novation of this Agreement in its entirety or of any term or condition thereof shall be of any force unless it has been reduced to writing and signed by either party or their authorised representatives.

18. SEVERABILITY

- 18.1. If any provision of this Agreement is held to be invalid, unenforceable or illegal, such provision shall be deemed to be pro non scripto, but without affecting, injuring or invalidating any of the remaining provisions of this Agreement, which shall continue to be of force and effect.

19. COMMENCEMENT & TERMINATION

- 19.1. This Agreement entered into herein shall commence on the _____ and shall run for a period of _____
- 19.2. LHDA may terminate this Agreement in the event of any default by the Installation Contractor.
- 19.3. LHDA reserves the right to terminate this Agreement for its sole convenience, without reason or cause, by giving seven (7) days' notice.
- 19.4. In the event of termination, the Installation Contractor shall stop all work and shall forthwith cause all its Installation Contractors and subcontractors to cease work.
- 19.5. Within 30 days after receipt of a termination notice, the Installation Contractor shall submit its claim, and LHDA reserves the right to verify the claim by auditing all relevant records.
- 19.6. The Installation Contractor shall not be paid for any work performed after receipt of the notice of termination, nor for any costs incurred by the Installation Contractor or subcontractors, after receipt of the notice of termination.
- 19.7. In no event shall LHDA be liable for loss of profits and other cancellation charges.

20. JURISDICTION

- 20.1. The parties agree that the law of the Kingdom of Lesotho is the applicable law to this Agreement.

AGREEMENT

THIS AGREEMENT together with the documents annexed and/or named herein called "the Agreement" made this ____ day of _____ in the year 2025, between the Lesotho Highlands Development Authority (LHDA) (hereinafter called "the Client") of the one part and _____ (hereinafter called "the Installation Contractor") of the other part.

Witnesses that:

WHEREAS the Client is desirous that the Provision of services to implement the Installation of a Hydraulically Actuated Trash Rack Cleaning Machine be performed (hereinafter called "the Works") for the Lesotho Highlands Water Project.

AND WHEREAS the Client has accepted the Tender of the Installation Contractor for the performance of such Work 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 Installation Contractor, and the Installation 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.
 - a. Request for Quotation
 - i. Datasheet
 - ii. Annexure 1: Employer's Requirements
 - iii. Annexure 2: Installation Specification
 - iv. Annexure 3: LHWP Anti-Corruption Policy
 - v. Annexure 4: Tax Requirements
 - vi. Annexure 5: Reference Design Drawings
 - vii. Annexure 6: TRCM Contractor Drawings

- viii. Annexure 7: Miniature Substation Drawings
 - ix. Annexure 8: Project Schedule
 - x. Annexure 9: Rail System Installation Guide
 - xi. Annexure 10: As Built Drawings
 - xii. Annexure 11: **This Agreement**
 - xiii. Annexure 12: Reference Photographs
 - xiv. Annexure 13: Bill of Quantities
- b. Letter of Acceptance
 - c. Installation Contractor's Financial Proposal
 - d. Installation Contractor's Tender Document
 - e. Remuneration and Payment
 - f. Banking Details
 - g. Power of Attorney
 - h. Any other documents forming part of the Contract
3. The Installation Contractor hereby covenants with the Client to perform the Work in conformity with all the provisions of the Agreement and with all reasonable skill, care and diligence.
 4. The Client hereby covenants to pay the Installation Contractor in the amounts at the times and in the manner prescribed by the Agreement.
 5. By signing this Agreement, each signatory warrants that he is duly authorised to do so

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

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

Signature: _____

Name: _____

Position: _____ **LHDA CHIEF EXECUTIVE** _____

AS WITNESS: _____

Signature: _____
Name: _____
Position: _____

For and on behalf of _____ **(Installation Contractor)**

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 QUOTATION FOR

INSTALLATION OF A HYDRAULICALLY ACTUATED TRCM

ANNEXURE 12: REFERENCE PHOTOGRAPHS

LHDA
LHDA Tower Building (Formerly Lesotho Bank Tower)
Kingsway
Maseru, Lesotho

OCTOBER 2025



Figure 9. The Matsoku weir and divergence tunnel as viewed from the weir. The intake structure sits on the right bank of the Matsoku river. Water either enters the intake structure to flow to the Katse Dam or it spills over the weir.



Figure 10. Entrance and access to the roof slab of the intake structure as viewed from the right bank. The roof slab is only accessible through a gate next to a guard house which is visible in the top right of the photo. The building provides access into the intake structure.



Figure 11. The intake as viewed from above. Sedimentation buildup can be seen at the intake



Figure 12.The intake structure as viewed from the river where sedimentation buildup has occurred. Flow through the screens is completely restricted by densely compacted debris with the screens of three screen bays removed to allow flow into the intake structure.



Figure 13. Densely compacted debris on the screens



Figure 14. Inside the intake structure. The divergent tunnel is on the left. On the right are the thirteen screens. Some screens are completely blinded.



Figure 15. One of the screen panels that had been removed and placed on the roof slab of the intake structure.



Figure 16. Two bar screen panels removed from the intake structure



Figure 17. Access into the intake structure through the roof slab



Figure 18. The screen guide channels as viewed from the top of the roof slab. The guides taper at the top.



Figure 19. The ogee weir as viewed from the roof slab of the intake structure



Figure 20. Sediment buildup in front of the inlet structure and weir. Handrails are installed around the platform for safety.



Figure 21. Sediment buildup in the river in front of the screens. The upstream end of the river can be seen towards the centre of the photo.

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



LESOTHO HIGHLANDS WATER PROJECT

REQUEST FOR QUOTATION FOR

INSTALLATION OF A HYDRAULICALLY ACTUATED TRCM

ANNEXURE 13: BILL OF QUANTITIES

LHDA
LHDA Tower Building (Formerly Lesotho Bank Tower)
Kingsway
Maseru, Lesotho

OCTOBER 2025