

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



TENDER DOCUMENTS

LHDA CONTRACT No: 2240

**REHABILITATION OF 'MUELA DOWNSTREAM SURGE
SHAFT ACCESS TUNNEL**

LHDA
LHDA Tower Building
Kingsway
Maseru, Lesotho

June 2026



Lesotho Highlands Development Authority

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CONTRACT LHDA No. 2240

REHABILITATION OF ‘MUELA DOWNSTREAM SURGE SHAFT ACCESS TUNNEL

LETTER OF INVITATION

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

You are hereby invited to submit Tenders for **THE REHABILITATION OF ‘MUELA DOWNSTREAM SURGE SHAFT ACCESS TUNNEL**. This tender may form the basis for future negotiations and, ultimately, a contract between your firm and the Lesotho Highlands Development Authority (LHDA). More details on the specific services to be provided are included in Works Requirements **Section VI**.

LHDA invites tenders as stated below:

1. Confidential tenders in sealed plain envelopes bearing identification of the tenderer should be marked “Tender for **The Rehabilitation of ‘Muela Downstream Surge Shaft Access Tunnel**” should be deposited in the Tender Box situated on the 7th Floor, LHDA Tower Building on or before 13th August 2026 at 14:00.
2. **A Mandatory Pre-tender Meeting and a Compulsory Site Visit** at the tenderer’s own cost will be held on the date and time as stated in the table, below.

3. Tender Documents are available from the LHDA website (www.lhda.org.ls) for free and the LHDA Procurement Office at a cost of **LSL 1,000** at the following address:

7th Floor, LHDA Tower building
Kingsway Road
Maseru
Lesotho

4. Tenders must be accompanied with:
- A Tender Security of **LSL 10,000.00 (= ZAR 10,000.00)** in the form of a Bank guarantee or similar from a recognised Financial institution,
 - Valid Tax Clearance Certificate
 - Traders Licence / Certificate of Incorporation.

All copies should be certified at source.

5. LHDA reserves the right to accept or reject any or all tenders. The Tenders shall be prepared and submitted in strict accordance with the Instructions to Tenderers and the Conditions of Contract. The Tenders must be made for the complete Scope of Work specified under Works Requirements in Section VI.
6. Key dates with regard to submissions of proposals are as follows:

Activity	Date	Time
Advertise Tender Document	02/07/2026	
Compulsory Pre-Tender Meeting at 'Muela Operations Building	16/07/2026	09:30
Compulsory Site Visit	16/07/2026	10:30
Closing Date for Clarifications Requests	30/07/2026	
Closing Date for Responses to Clarifications	06/08/2026	
Tender Submission Deadline	13/08/2026	14:00
Contract Award	17/11/2026	

Submissions are to be made at the offices of the Lesotho Highlands Development Authority, in the Tender Deposit Box situated on the 7th Floor, LHDA Tower Building (formerly the Lesotho Bank Tower Building), Kingsway Road, Maseru, where a register of receipt of Tenders will be maintained. The Tenders can also be couriered at the Tenderer's own risk to the same location.

Late submissions will not be considered.

Yours faithfully,

T. TENTE (Mr.)
CHIEF EXECUTIVE

Table of Contents

PART 1 – Tendering Procedures.....	6
SECTION I – Instructions to Tenderers	6
SECTION II – Tender Data Sheet	26
SECTION III – Evaluation and Qualification Criteria	31
SECTION IV – Returnable Schedules.....	44
SECTION V– Eligible Countries.....	78
PART 2 – Works Requirements	80
SECTION VI – Scope of Works.....	80
SECTION VII – Specifications	83
SECTION VIII - Drawings.....	100
PART 3 – Conditions of Contract and Contract Forms	107
SECTION IX - Contract Data And Particular Conditions.....	107
SECTION X - General Conditions Of Contract	122
SECTION XI - Contract Forms	125
PART 4 – LHWP Anti-Corruption Policy.....	139
PART 5 – Tax Requirements	146
PART 6 – Payment Procedure.....	148
PART 7 – Supplementary Information	151

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TENDER DOCUMENTS

LHDA CONTRACT NO: 2240

**REHABILITATION OF 'MUELA DOWNSTREAM SURGE
SHAFT ACCESS TUNNEL**

PART 1 – TENDERING PROCEDURES

SECTION I - INSTRUCTIONS TO TENDERERS

LHDA
LHDA Tower Building
Kingsway
Maseru, Lesotho

June 2026

SECTION I - INSTRUCTIONS TO TENDERERS

Part A. – General

- 1. Scope of Tender**
- 1.1 In connection with the Invitation to Tenders (ITT) indicated in the Tender Data Sheet (TDS), the Employer, as indicated in the TDS, issues these Tendering Documents for the procurement of Works as specified in Section VI, Works Requirements. The name and contract number are provided in the TDS.
- 1.2 Throughout these Tendering Documents: the term “in writing” means communicated in written form and delivered against receipt; except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and “day” means calendar day.
- 2. Source of Funds**
- 2.1 LHDA has secured funding for the implementation of the project.
- 3. Fraud and Corruption**
- 3.1 LHDA requires that tenderers, suppliers, and contractors and their agents (whether declared or not), personnel, subcontractors, sub-consultants, service providers under LHDA contracts, observe the highest standard of ethics during the procurement and execution of LHDA contracts. In pursuance of this, LHDA includes its Anti-Corruption Policy Part 4 in this document which should be observed and adhered to.
- 4. Eligible Tenderers**
- 4.1 A Tenderer may be a natural person, private entity, government-owned entity - subject to ITT 4.5 - or any combination of such entities in the form of a joint venture or association (JVA) under an existing agreement or with the intent to enter into such an agreement supported by a Letter of Intent. In the case of a joint venture or association:
- (a) **unless otherwise specified in the TDS**, all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms, and
- (b) the JVA shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the partners of the JVA during the tendering process and, in the event the JVA is awarded the Contract, during contract execution.

- 4.2 A Tenderer, and all partners constituting the Tenderer, may have the nationality of any country except those subject to the restrictions specified in Section V, Eligible Countries. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including related Services.
- 4.3 A Tenderer shall not have a conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this tendering process, if the tenderer:
- (a) directly or indirectly controls, is controlled by or is under common control with another Tenderer; or
 - (b) receives or has received any direct or indirect subsidy from another Tenderer; or
 - (c) has the same legal representative as another Tenderer; or
 - (d) has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the tender of another Tenderer, or influence the decisions of the Employer regarding this tender process; or
 - (e) participates in more than one tender in this tender process. Participation by a Tenderer in more than one Tender will result in the disqualification of all Tenders in which such Tenderer is involved. However, this does not limit the inclusion of the same subcontractor in more than one tender; or
 - (f) has a close business or family relationship with professional staff of the LHDA who: (i) are directly or indirectly involved in the preparation of the tender documents or specifications of the contract, and/or the tender evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the LHDA throughout the procurement process and execution of the contract.
- 4.4 A Tenderer shall be deemed ineligible in accordance with the above ITT 4.2, or in accordance with the LHDA Anti-Corruption Policy to be awarded a LHDA Contract or benefit from the Contract, financially or otherwise, during such period of time as LHDA shall determine.

- 4.5 Government-owned entities in the Employer's country shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law. Also, they shall not be dependent agencies of the Employer.
- 4.6 Tenderers shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 4.7 Tenderers shall be excluded if:
 - (a) as a matter of law or official regulation, the Kingdom of Lesotho prohibits commercial relations with that country; or
 - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Kingdom of Lesotho prohibits any import of goods or contracting of Works or services from that country or any payments to persons or entities in that country.
- 4.8 This tendering is open only to prequalified Tenderers unless an exception has been granted by the Employer, as indicated in the TDS.

5. Eligible Materials, Equipment, and Services

- 5.1 The materials, equipment and services to be supplied under the Contract may have their origin in any country subject to the restrictions specified in Section V, Eligible Countries, and all expenditures under the Contract will not contravene such restrictions. At the Employer's request, Tenderers may be required to provide evidence of the origin of materials, equipment and services.

B. Contents of Tendering Documents

6. Sections of Tendering Documents

- 6.1 The Tendering Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITT 8.

PART 1 Tender Procedures

- Section 1 – Standard Instructions to Tenderers (ITT)
- Section 2 – Tender Data Sheet (Data Sheet)
- Section 3 – Evaluation Criteria
- Section 4 – Returnable Schedules
- Section 5 – Eligible Countries

PART 2 Works Requirements

- Section 6 – Scope of Work

Section 7 – Specifications

Section 8 – Drawings

PART 3 Conditions of Contract and Contract Forms

Section 9 – Particular Conditions of Contract

Section 10 – General Conditions of Contract

Section 11 – Contract Forms

Section 12 – LHWP Anti-Corruption Policy

Section 13 – Tax Requirements

Section 14 – Payment Procedures

Section 15 – Supplementary Information

6.2 The Invitation for Tenders issued by the Employer is not part of the Tendering Documents.

6.3 The Employer is not responsible for the completeness of the Tendering Documents and their addenda, if they were not obtained directly from the source stated by the Employer in the Invitation for Tenders.

6.4 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the Tendering Documents. Failure to furnish all information or documentation required by the Tendering Documents may result in the rejection of the Tender.

7. Clarification of Tendering Documents, Site Visit, Pre-Tender Meeting

7.1 A prospective Tenderer requiring any clarification of the Tendering Documents shall contact the Employer in writing at the Employer's address **indicated in the TDS** or raise his enquiries during the pre-Tender meeting if provided for in accordance with ITT 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received no later than the number of days specified in the TDS. The Employer shall forward copies of its response to all Tenderers who have acquired the Tendering Document in accordance with ITT 6.3, including a description of the inquiry but without identifying its source. Should the clarification result in changes to the essential elements of the Tendering Documents, the Employer shall amend the Tendering Documents following the procedure under ITT 8 and ITT 22.2.

7.2 The Tenderer is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Tenderer's own expense.

- 7.3 The Tenderer and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Tenderer, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 7.4 The Tenderer's designated representative is invited to attend a pre-Tender meeting and/or pre-tender site inspection, **if provided for in the TDS**. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5 The Tenderer is requested, as far as possible, to submit any questions in writing, to reach the Employer not later than **the date provided in the TDS**.
- 7.6 Minutes of the pre-Tender meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tendering Documents in accordance with ITT 6.3. Any modification to the Tendering Documents that may become necessary as a result of the pre-Tender meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to ITT 8 and not through the minutes of the pre-Tender meeting.
- 7.7 Nonattendance of the pre-Tender meeting and/or pre-tender site inspection shall not be a cause for disqualification of a Tenderer.

8. Amendment of Tendering Documents

- 8.1 At any time prior to the deadline for submission of Tenders, the Employer may amend the Tendering Documents by issuing addenda.
- 8.2 Any addendum issued shall be part of the Tendering Documents and shall be communicated in writing to all who have obtained the Tendering Document from the Employer in accordance with ITT 6.3.
- 8.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer should extend the deadline for the submission of tenders, pursuant to ITT 22.2.

C. Preparation of Tenders

9. Cost of Tendering

- 9.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Employer

shall not be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

10. Language of Tender

10.1 The Tender, as well as all correspondence and documents relating to the tender exchanged by the Tenderer and the Employer, shall be written in the language **specified in the TDS**. Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language **specified in the TDS**, in which case, for purposes of interpretation of the Tender, such translation shall govern.

11. Documents Comprising the Tender

11.1 The Tender shall comprise the following:

- (a) Letter of Tender and Appendix to Tender
- (b) completed schedules as required, including priced Bill of Quantities, in accordance with ITT 12 and 14;
- (c) Tender Security, in accordance with ITT 19;
- (d) alternative tenders, if permissible, in accordance with ITT 13;
- (e) written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 20.2;
- (f) documentary evidence in accordance with ITT 17 establishing the Tenderer's continued qualified status or, if post-qualification applies, as indicated in accordance with ITT 4.8, the Tenderer's qualifications to perform the contract if its Tender is accepted;
- (g) Technical Proposal in accordance with ITT 16; and
- (h) any other document required in the TDS.

11.2 In addition to the requirements under ITT 11.1, tenders submitted by a JVA shall include a copy of the Joint Venture Agreement entered into by all partners. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful tender shall be signed by all partners and submitted with the tender, together with a copy of the proposed agreement.

12. Letter of Tender and Schedules

12.1 The Letter of Tender and Schedules, including the Bill of Quantities, shall be prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must

be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITT 20.2. All blank spaces shall be filled in with the information requested.

13. Alternative Tenders

- 13.1 **Unless otherwise indicated in the TDS**, alternative tenders shall not be considered.
- 13.2 When alternative times for completion are explicitly invited, a statement to that effect **will be included in the TDS**, as will the method of evaluating different times for completion.
- 13.3 Except as provided under ITT 13.4 below, Tenderers wishing to offer technical alternatives to the requirements of the Tendering Documents must first price the Employer's design as described in the Tendering Documents and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Tenderer conforming to the basic technical requirements shall be considered by the Employer.
- 13.4 **When specified in the TDS**, Tenderers are permitted to submit alternative technical solutions for specified parts of the Works, and such parts **will be identified in the TDS**, as will the method for their evaluating, and described in Section VI, Work's Requirements.

14. Tender Prices and Discounts

- 14.1 The prices and discounts quoted by the Tenderer in the Letter of Tender and in the Bill of Quantities shall conform to the requirements specified below.
- 14.2 The price to be quoted in the Letter of Tender, in accordance with ITT 12.1, shall be the total price of the Tender, excluding any discounts offered.
- 14.3 The Tenderer shall quote any unconditional discounts and the methodology for their application in the Letter of Tender, in accordance with ITT 12.1.
- 14.4 **Unless otherwise provided in the TDS** and the Contract, the rates and prices quoted by the Tenderer are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract. In such a case, the Tenderer shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data and the Employer may require the Tenderer to justify its proposed indices and weightings.

14.5 If so indicated in ITT 1.1, tenders are being invited for individual lots (contracts) or for any combination of lots (packages). Tenderers wishing to offer any price reduction for the award of more than one Contract shall specify in their tender the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITT 14.3, provided the tenders for all lots (contracts) are submitted and opened at the same time.

14.6 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of tenders, shall be included in the rates and prices and the total Tender Price submitted by the Tenderer.

15. Currencies of Tender and Payment

15.1 The currency(ies) of the tender and the currency(ies) of payments shall be **as specified in the TDS**.

15.2 Tenderers may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the Schedule of Adjustment Data in the Appendix to Tender are reasonable, in which case a detailed breakdown of the foreign currency requirements shall be provided by Tenderers.

16. Documents Comprising the Technical Proposal

16.1 The Tenderer shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV, in sufficient detail to demonstrate the adequacy of the Tenderers' proposal to meet the work requirements and the completion time.

17. Documents Establishing the Qualifications of the Tenderer

17.1 In accordance with Section III, Evaluation and Qualification Criteria, to establish that the Tenderer continues to meet the criteria used at the time of prequalification, the Tenderer shall provide in the corresponding information sheets included in Section IV, Tendering Forms, updated information on any assessed aspect that changed from that time, or if post-qualification applies as indicated in accordance with ITT 4.8, the Tenderer shall provide the information requested in the corresponding information sheets included in Section IV, Tendering Forms.

17.2 If a margin of preference applies as indicated in accordance with ITT 33.1, domestic Tenderers, individually or in joint

ventures shall supply all information required to satisfy the criteria for eligibility indicated in accordance with ITT 33.1.

18. Period of Validity of Tenders

18.1 Tenders shall remain valid for the period **specified in the TDS** after the tender submission deadline date prescribed by the Employer in accordance with ITT 22.1. A tender valid for a shorter period shall be rejected by the Employer and the tender submission shall be deemed non-responsive.

18.2 In exceptional circumstances, prior to the expiration of the tender validity period, the Employer may request Tenderers to extend the period of validity of their tenders. The request and the responses shall be made in writing. If a tender security is requested in accordance with ITT 19, it shall also be extended for twenty-eight (28) days beyond the deadline of the extended validity period. A Tenderer may refuse the request without forfeiting its tender security. A Tenderer granting the request shall not be required or permitted to modify its tender.

19. Tender Security

19.1 The Tenderer shall furnish as part of its tender, a tender security **as specified in the TDS**, in original form and in the amount and currency **specified in the TDS**.

19.2 A Tender-Securing Declaration shall use the form included in Section IV, Tendering Forms.

19.3 If a tender security is specified pursuant to ITT 19.1, the tender security shall be a demand guarantee in any of the following forms at the Tenderer's option:

(a) an unconditional bank guarantee issued by a bank or insurance company;

(b) an irrevocable letter of credit;

(c) another security **indicated in the TDS**, from a reputable source from an eligible country. If the unconditional guarantee is issued by an insurance company or a bonding company located outside the Employer's Country, the issuer shall have a correspondent financial institution located in the Employer's Country to make it enforceable. In the case of a bank guarantee, the tender security shall be submitted either using the Tender Security Form included in Section IV, Tendering Forms, or in another substantially similar format approved by the Employer prior to tender submission. In either case, the form must include the complete name of the Tenderer. The tender security shall be valid for twenty-eight (28) days beyond the original validity period of the tender, or beyond any period of extension if requested under ITT 18.2.

- 19.4 If a tender security is specified pursuant to ITT 19.1, any tender not accompanied by a substantially responsive tender security shall be rejected by the Employer as non-responsive.
- 19.5 If a tender security is specified pursuant to ITT 19.1, the tender security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's furnishing of the performance security pursuant to ITT 41.
- 19.6 The tender security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required performance security.
- 19.7 The tender security may be forfeited:
- (a) if a Tenderer withdraws its tender during the period of tender validity specified by the Tenderer on the Letter of Tender or
 - (b) if the successful Tenderer fails to:
 - (i) sign the Contract in accordance with ITT 40; or
 - (ii) furnish a performance security in accordance with ITT 41.
- 19.8 The tender security of a JVA shall be in the name of the JVA that submits the tender. If the JVA has not been legally constituted into a legally enforceable JVA at the time of tendering, the tender security shall be in the names of all future partners as named in the letter of intent referred to in ITT 4.1.
- 19.9 If a tender security is **not required in the TDS** pursuant to ITT 19.1, and if a Tenderer withdraws its tender during the period of tender validity specified by the Tenderer on the Letter of Tender Form, except as provided in ITT 18.2, or if the successful Tenderer fails to sign the Contract in accordance with ITT 40; or furnish a performance security in accordance with ITT 41; the Employer may, **if provided for in the TDS**, declare the Tenderer disqualified to be awarded a contract by the Employer for a period of time **as stated in the TDS**.

**20. Format and
Signing of
Tender**

- 20.1 The Tenderer shall prepare one original of the documents comprising the tender as described in ITT 11 and clearly mark it "ORIGINAL." Alternative tenders, if permitted in accordance with ITT 13, shall be clearly marked "ALTERNATIVE." In addition, the Tenderer shall submit copies of the tender, in the number **specified in the TDS** and clearly mark them "COPY."

In the event of any discrepancy between the original and the copies, the original shall prevail.

- 20.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation **as specified in the TDS** and shall be attached to the tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the tender where entries or amendments have been made shall be signed or initialed by the person signing the tender.
- 20.3 A tender submitted by a JVA shall comply with the following requirements:
- (a) Unless not required in accordance with ITT 4.1 (a), be signed so as to be legally binding on all partners and
 - (b) Include the Representatives' authorization referred to in ITT 14.1 (b), consisting of a power or attorney signed by those legally authorized to sign on behalf of the JVA.
- 20.4 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the tender.

D. Submission and Opening of Tenders

21. Sealing and Marking of Tenders

- 21.1 The Tenderer shall enclose the original and all copies of the tender, including alternative tenders, if permitted in accordance with ITT 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL", "ALTERNATIVE" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 21.2 The inner and outer envelopes shall be labelled as follows:
- (a) be addressed to the Employer in accordance with ITT 22.1;
 - (b) only the inner envelopes shall bear the name and address of the Tenderer;
 - (c) bear the specific identification of this tendering process indicated in the TDS 1.1; and
 - (d) bear a warning not to open before the time and date for tender opening.
- 21.3 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the tender.

22. Deadline for Submission of Tenders

- 22.1 Tenders must be received by the Employer at the address and no later than the date and time **indicated in the TDS**. **When so specified in the TDS**, tenderers shall have the option of

submitting their tenders electronically. Tenderers submitting tenders electronically shall follow the electronic tender submission procedures **specified in the TDS**.

22.2 The Employer may, at its discretion, extend the deadline for the submission of tenders by amending the Tendering Documents in accordance with ITT 8, in which case all rights and obligations of the Employer and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

23. Late Tenders

23.1 The Employer shall not consider any tender that arrives after the deadline for submission of tenders, in accordance with ITT 22. Any tender received by the Employer after the deadline for submission of tenders shall be declared late, rejected, and returned unopened to the Tenderer.

24. Withdrawal, Substitution, and Modification of Tenders

24.1 A Tenderer may withdraw, substitute, or modify its tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITT 20.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the tender must accompany the respective written notice. All notices must be:

(a) prepared and submitted in accordance with ITT 20 and ITT 21 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION;" and

(b) received by the Employer prior to the deadline prescribed for submission of tenders, in accordance with ITT 22.

24.2 Tenders requested to be withdrawn in accordance with ITT 24.1 shall be returned unopened to the Tenderers.

24.3 No tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the Tenderer on the Letter of Tender or any extension thereof.

25. Tender Opening

25.1 The Employer shall open the tenders in public, in the presence of Tenderers` designated representatives and anyone who choose to attend, and at the address, date and time **specified in the TDS**. Any specific electronic tender opening procedures required if electronic tendering is permitted in accordance with ITT 22.1, shall be **as specified in the TDS**.

- 25.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding tender shall not be opened, but returned to the Tenderer. No tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at tender opening. Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding tender being substituted, and the substituted tender shall not be opened, but returned to the Tenderer. No tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at tender opening. Envelopes marked “MODIFICATION” shall be opened and read out with the corresponding tender. No tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at tender opening. Only tenders that are opened and read out at tender opening shall be considered further.
- 25.3 All other envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the Tender Price(s), including any discounts and alternative offers; the presence or absence of a tender security, if required; and any other details as the Employer may consider appropriate. Only discounts and alternative offers read out at tender opening shall be considered for evaluation. **If so requested by the Employer in the TDS**, the Letter of Tender and the Bill of Quantities are to be initialed by representatives of the Employer attending tender opening in the manner indicated in the TDS. No tender shall be rejected at tender opening except for late tenders, in accordance with ITT 23.1.
- 25.4 The Employer shall prepare a record of the tender opening that shall include, as a minimum: the name of the Tenderer and whether there is a withdrawal, substitution, or modification; the Tender Price, per lot if applicable, including any discounts and alternative offers; and the presence or absence of a tender security, if one was required. The Tenderers’ representatives who are present shall be requested to sign the record. The omission of a Tenderer’s signature on the record shall not invalidate the contents and effect of the record.

E. Evaluation and Comparison of Tenders

26. Confidentiality

- 26.1 Information relating to the evaluation of tenders and recommendation of contract award shall not be disclosed to

Tenderers or any other persons not officially concerned with such process until information on Contract award is communicated to all Tenderers.

26.2 Any attempt by a Tenderer to influence the Employer in the evaluation of the tenders or Contract award decisions may result in the rejection of its tender.

26.3 Notwithstanding ITT 26.2, from the time of tender opening to the time of Contract award, if any Tenderer wishes to contact the Employer on any matter related to the tendering process, it may do so in writing.

27. Clarification of Tenders

27.1 To assist in the examination, evaluation, and comparison of the tenders, and qualification of the Tenderers, the Employer may, at its discretion, ask any Tenderer for a clarification of its tender. Any clarification submitted by a Tenderer that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the prices or substance of the tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the tenders, in accordance with ITT 31.

27.2 If a Tenderer does not provide clarifications of its tender by the date and time set in the Employer's request for clarification, its tender may be rejected.

28. Deviations, Reservations, and Omissions

28.1 During the evaluation of tenders, the following definitions apply:

(a) "Deviation" is a departure from the requirements specified in the Tendering Document;

(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tendering Document; and

(c) "Omission" is the failure to submit part or all of the information or documentation required in the Tendering Document.

29. Determination of Responsiveness

29.1 The Employer's determination of a tender's responsiveness is to be based on the contents of the tender itself, as defined in ITT11.

29.2 A substantially responsive tender is one that meets the requirements of the Tendering Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

- (a) if accepted, would
 - i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
 - ii) limit in any substantial way, inconsistent with the Tendering Document, the Employer's rights or the Tenderer's obligations under the proposed Contract; or
- (b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive tenders.

29.3 The Employer shall examine the technical aspects of the tender submitted in accordance with ITT 16, Technical Proposal, in particular, to confirm that all requirements of Section VI, Works Requirements have been met without any material deviation, reservation or omission.

29.4 If a tender is not substantially responsive to the requirements of the Tendering Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

**30. Nonmaterial
Nonconformities**

30.1 Provided that a tender is substantially responsive, the Employer may waive any nonconformities in the tender that do not constitute a material deviation, reservation or omission.

30.2 Provided that a tender is substantially responsive, the Employer may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the tender related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the tender. Failure of the Tenderer to comply with the request may result in the rejection of its tender.

30.3 Provided that a tender is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section III, Evaluation and Qualification Criteria.

**31. Correction of
Arithmetical
Errors**

31.1 Provided that the tender is substantially responsive, the Employer shall correct arithmetical errors on the following basis:

- (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

31.2 If the Tenderer that submitted the lowest evaluated tender does not accept the correction of errors, its tender shall be rejected.

**32. Conversion to
Single Currency**

32.1 For evaluation and comparison purposes, the currency(ies) of the tender shall be converted into a single currency **as specified in the TDS.**

**33. Margin of
Preference**

33.1 **Unless otherwise specified in the TDS,** a margin of preference shall apply.

**34. Evaluation of
Tenders**

34.1 The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.

34.2 To evaluate a tender, the Employer shall consider the following:

- (a) the tender price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including Daywork items, where priced competitively;
- (b) price adjustment for correction of arithmetic errors in accordance with ITT 31.1;
- (c) price adjustment due to discounts offered in accordance with ITT 14.3;

- (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITT 32;
- (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITT 30.3;
- (f) the evaluation factors indicated in Section III, Evaluation and Qualification Criteria;

34.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in tender evaluation.

34.4 If these Tendering Documents allow Tenderers to quote separate prices for different lots (contracts), and the award to a single Tenderer of multiple lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Tender Form, is specified in Section III, Evaluation and Qualification Criteria.

34.5 If the tender, which results in the lowest Evaluated Tender Price, is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Tenderer to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful Tenderer under the Contract.

35. Comparison of Tenders

35.1 The Employer shall compare all substantially responsive tenders in accordance with ITT 34.2 to determine the lowest evaluated tender.

36. Qualification of the Tenderer

36.1 The Employer shall determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated and substantially responsive tender either continues to meet (if prequalification applies) or meets (if post qualification applies) the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

36.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 17.1.

36.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the tender, in which event the Employer shall proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's qualifications to perform satisfactorily.

**37. Employer's
Right to Accept
Any Tender, and
to reject any or
All Tenders**

37.1 The Employer reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to Tenderers. In case of annulment, all tenders submitted and specifically, tender securities, shall be promptly returned to the Tenderers.

F. Award of Contract

38. Award Criteria

38.1 Subject to ITT 37.1, the Employer shall award the Contract to the Tenderer whose offer has been determined to be the lowest evaluated tender and is substantially responsive to the Tendering Document, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

**39. Notification of
Award**

39.1 Prior to the expiration of the period of tender validity, the Employer shall notify the successful Tenderer, in writing, that its tender has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price") and the requirement for the Contractor to remedy any defects therein as prescribed by the Contract.

39.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.

39.3 The Employer shall promptly respond in writing to any unsuccessful Tenderer who, after notification of award in accordance with ITT 39.1, requests in writing the grounds on which its tender was not selected.

**40. Signing of
Contract**

40.1 Promptly upon notification, the Employer shall send the successful Tenderer the Contract Agreement.

40.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Employer.

**41. Performance
Security**

- 41.1 Within twenty-eight (28) days of the receipt of notification of award from the Employer, the successful Tenderer shall furnish the performance security in accordance with the General Conditions of Contract, subject to ITT 34.5, using for that purpose the Performance Security Form included in Section IX, Annex to the Particular Conditions - Contract Forms, or another form acceptable to the Employer. If the performance security furnished by the successful Tenderer is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Tenderer to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's Country.
- 41.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security. In that event the Employer may award the Contract to the next lowest evaluated Tenderer, whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.

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



TENDER DOCUMENTS

LHDA CONTRACT NO: 2240

**REHABILITATION OF 'MUELA DOWNSTREAM SURGE
SHAFT ACCESS TUNNEL**

PART 1 – TENDERING PROCEDURES

SECTION II – TENDER DATA SHEET

LHDA
LHDA Tower Building
Kingsway
Maseru, Lesotho

June 2026

Section II - Tender Data Sheet

A. Introduction	
ITT 1.1	<p>The number of the Invitation for Tenders is: <u>CONTRACT LHDA</u> No: 2240.</p> <p>The Employer is: <u>Lesotho Highlands Development Authority</u></p> <p>The number and identification of lots (contracts) comprising this ITT is: N/A</p>
ITT 2.1	The name of the Project is: <u>REHABILITATION OF ‘MUELA DOWNSTREAM SURGE SHAFT ACCESS TUNNEL.</u>
ITT 4.1 (a)	The individuals or firms in a joint venture or association shall be jointly and severally liable.
ITT 4.8	Prequalification is not applicable in this Tender
B. Tendering Documents	
ITT 7.1	<p>For <u>clarification purposes</u> only, the Employer’s address is: The Chief Executive LHDA 3rd Floor, Tower Building Kingsway Road Maseru Lesotho.</p> <p>Electronic mail address: procurement@lhda.org.ls</p> <p>The minimum number of days prior to the deadline for submission of Tenders to receive any request for clarification is: Fourteen days.</p> <p>The minimum number of days prior to the deadline for submission of Tenders that the Employer will respond is: Seven days.</p>
ITT 7.4	<p>A Pre-Tender meeting <u>shall</u> take place at the following date, time and place: Date: <u>16 July 2026</u> Time: <u>09:30 (Lesotho Standard Time)</u> Place: <u>‘Muela Hydropower Station, Butha-Buthe</u></p> <p>A Pre-Tender site inspection <u>shall</u> follow immediately after the Pre-Tender meeting place at the following time and place: Time: <u>10:30 (Lesotho Standard Time)</u> Place: <u>‘Muela Hydropower Station, Butha-Buthe</u></p>

	Tenderers should make bookings for site inspections using the following e-mail address: procurement@lhda.co.ls
C. Preparation of Tenders	
ITT 10.1	The language of the tender is: <u>English</u>
ITT 11.1 (h)	The Tenderer shall submit with its tender the following additional documents: <u>N/A</u>
ITT 13.1	Alternative tenders are not permitted.
ITT 13.2	Alternative times for completion are not permitted. If alternative times for completion are permitted, the evaluation method will be as specified in Section III, Evaluation and Qualification Criteria.
ITT 13.4	Alternative technical solutions shall NOT be permitted on this project.
ITT 14.4	The prices quoted by the tenderer shall be: based on quantities and rates.
ITT 15.1	The currency(ies) of the tender and the payment currency(ies) shall be in accordance with Alternative <u>A</u> as described below: Alternative A (Tenderers to quote entirely in local currency): (a) The fixed prices shall be quoted by the Tenderer entirely in Lesotho Loti (LSL) or South African Rand (ZAR) , the name of the currency of the Employer’s country, and further referred to as “the local currency”.
ITT 18.1	The tender validity period shall be 120 days.
ITT 19.1	A tender security shall be required. The amount and currency of the tender security shall be <u>LSL 10,000.00</u>
ITT 19.3 (c)	Other types of acceptable securities: Electronic fund transfer into LHDA’s bank account. Banking Details: Account Number: 9080001759473 for Lesotho deposits Account Number: 8000 1759 473 for deposits made in RSA and for Internet Banking Account Name: LHDA Treasury Account Account Type: LSL Branch: Tower Branch Code: 060667 Swift Code: SBICLSMX Bank: Standard Lesotho Currency: LSL Reference: CONTRACT LHDA No. 2240

	The EFT confirmation shall be included in the Tender submission
ITT 19.5	In the case where the Tender Security is in the form of an EFT, LHDA shall deposit the full amount back into the Tenderers bank account. The Tenderer will be contacted to provide the banking details after the Evaluation process is completed.
ITT 19.9	If the Tenderer incurs any of the actions prescribed in subparagraphs (a) or (b) of this provision, the Employer will declare the Tenderer ineligible to be awarded contracts by the Employer for a period of: <u>N/A.</u>
ITT 20.1	The Tenderer shall submit one (1) original of the tender plus five (5) copies and one (1) electronic copy in the form of a flash drive (or USB drive/stick) in portable document format (pdf); however, the Work Programme should also be submitted in its native format (MS Project).
ITT 20.2	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: <u>Power of Attorney or any official document that indicates that the signatory has obtained the authority to sign the documents on behalf of the company</u> e.g. Board Resolution. <u>Any tender that is not signed, shall be considered non responsive and shall be rejected.</u>
D. Submission and Opening of Tenders	
ITT 22.1	For <u>tender submission purposes</u> only, the Employer's address is: LHDA Offices 7th Floor, Tower Building Kingsway Road Maseru Lesotho. The deadline for tender submission is: Date: <u>13 August 2026</u> Time: <u>14:00hrs</u> Tenderers shall not have the option of submitting their tenders electronically.
ITT 25.1	The tender opening shall take place at: LHDA Offices 7th Floor, Tower Building Kingsway Road Maseru Lesotho. Date: <u>13 August 2026</u> Time: <u>14:30hrs</u>

ITT 25.3	The Letter of Tender and Bill of Quantities <u>shall not</u> be initialled by representatives of the Employer attending Tender opening.
E. Evaluation, and Comparison of Tenders	
ITT 32.1	<p>The currency that shall be used for tender evaluation and comparison purposes to convert all tender prices expressed in various currencies into a single currency is the: Lesotho Loti (LSL) and/or South African Rand (ZAR)</p> <p>The source of exchange rate shall be the: <u>Central Bank of Lesotho (CBL)</u></p> <p>The date for the exchange rate shall be: <u>28 days before submission deadline.</u></p> <p>For comparison of tenders, the Tender Price, corrected pursuant to Clause 31, shall first be broken down into the respective amounts payable in various currencies by using the exchange rates specified by the tenderer in accordance with Sub-Clause 15.1.</p> <p>In the second step, the Employer will convert the amounts in various currencies in which the Tender Price is payable (excluding Provisional Sums but including Daywork where priced competitively) to the single currency identified above at the selling rates established for similar transactions by the authority specified and, on the date, stipulated above.</p>
ITT 33.1	A margin of preference <u>shall</u> apply. Sub-contracting or Partnering with a Local company. The application methodology is <u>defined in Section III – Evaluation and Qualification Criteria.</u>
F. Award of Contract	
ITT 41.1	The successful Tenderer shall furnish the performance security in accordance with the General Conditions of Contract

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TENDER DOCUMENTS

LHDA CONTRACT NO: 2240

**REHABILITATION OF ‘MUELA DOWNSTREAM SURGE
SHAFT ACCESS TUNNEL**

PART 1 – TENDERING PROCEDURES

**SECTION III – EVALUATION AND QUALIFICATION
CRITERIA**

LHDA
LHDA Tower Building
Kingsway
Maseru, Lesotho

June 2026

Section III - Evaluation and Qualification Criteria

This Section contains all the criteria that the Employer shall use to evaluate tenders and qualify Tenderers. In accordance with ITT 34 and ITT 36, no other factors, methods or criteria shall be used. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms.

1. Evaluation

Evaluation and Qualification Criteria

This Section contains criteria that the Employer will use to evaluate Tenders. To demonstrate its qualifications and develop its Technical Offer, each Tenderer shall provide all the information requested in the forms provided in Section IV, Tendering Forms.

All the Tenders received will first go through a preliminary evaluation process, where the submitted Tenders will be checked for compliance with the basic requirements mentioned under the ITT. The Tenders which pass the preliminary evaluation will undergo thorough detailed evaluation and post qualification verification.

1. Eligibility and Qualifications

1.1 Eligibility

To be eligible for further evaluation, the Tenderer, whether a single entity or Joint Venture must comply with the following requirements as stated in the Instructions to Tenderers (ITT).

- 1.1.1 **Nationality** – Nationality in accordance with ITT 4.2
- 1.1.2 **Conflict of Interest** – No conflict of interest as described in ITT 4.3
- 1.1.3 **LHDA Ineligibility** – Not to have been declared ineligible by LHDA in respect of ITT 4.4.
- 1.1.4 **Government Owned Entity** – Compliance with the conditions of ITT 4.5.
- 1.1.5 **Ineligibility based on United Nations Resolution** – Not having been excluded as a result of the official regulations, or by an act of compliance with the UN Security Council resolution, in accordance with ITT 4.7.

1.2 Historical Contract Non-Performance

The Tenderer must provide information regarding historic Contract non-performance whether the Tenderer is a Single entity or a Joint Venture member.

- 1.2.1 **History of Non-Performing Contracts** – Confirm that non-performance of a contract did not occur in the last five (5) years prior to the deadline for tender submission, based on all information on fully settled disputes or litigation. A fully settled dispute or litigation is one that has been resolved in accordance with the Dispute Resolution Mechanism under the respective contract, and where all appeal instances available to the tenderer have been exhausted.

- 1.2.2 **Pending Litigation** – All pending litigation shall in total not represent more than ten percent (10%) of the Tenderer's net worth and shall be treated as resolved against the Tenderer.

1.3 Financial Situation

The Tenderer shall provide the financial information as stated below *which shall be evaluated*.

- 1.3.1 **Historical Financial Performance** – Submission of audited financial statements acceptable to the Employer, for the last three (3) years to demonstrate the current soundness of the Tenderers financial position and its prospective long term profitability.
- Average Coefficient of Current Ratio (Current Assets/Current Liabilities) ≥ 0.8
 - Average Coefficient of Debt Ratio (Total Debt/Total Assets) < 0.7
- 1.3.2 **Average Annual Turnover** – Minimum average annual turnover of **LSL1,000,000.00**, as total certified payments received for contracts in progress or completed, within the last three (3) years.
- 1.3.3 **Net Profit Margin** – The Tenderer must demonstrate the profitability of the company, long term profitability of the company as an indicator of its future survival. The net profit margin of greater than 4.5% would indicate the sustainability of the company to provide support to the LHDA in the long turn.

1.4 Experience

The tenderer, whether a single entity or a joint venture must meet the following experience requirements.

- 1.4.1 **General Construction Experience** – Experience in the role of a contractor for at least five (5) projects within the last five (5) years prior to Tendering.
- 1.4.2 **Specific Tunnel Lining and Construction Experience** – Participation as a contractor in at least two (2) contracts within the last five (5) years, each with a value of at least LSL3,000,000 or equivalent, that have been successfully and substantially completed and that are similar to the proposed Works. Similarity shall be based on the physical

size, complexity, methods, technology or other characteristics as described in Part 2, Works Requirements.

1.5 Personnel

The Tenderer must demonstrate that it has the personnel for the key positions that meet the following requirements:

No	Position	Qualification	Total General Work Experience (Years)	Total Related Work Experience (Projects)
Project Key Positions				
1	Project Manager	Bachelor's degree in civil engineering or equivalent plus relevant experience in managing projects of similar nature ensuring that projects are delivered within time and in line with the principle of value for money.	15	10
2	Construction Supervisor /Works Foreman	Diploma in Civil Engineering or equivalent plus relevant experience in supervising projects of similar nature (adit/tunnel/earth support construction).	10	5
3	Electro-mechanical Technician	Diploma in Electro-mechanical Engineering or equivalent plus relevant experience in maintaining electro-mechanical equipment.	5	2
4	Environment, Health and Safety Officer	Diploma in Health and Safety, or Environmental Sciences or equivalent plus relevant experience in managing related risks.	5	2

The Tenderer shall provide details of the proposed personnel and their experience records in the relevant Forms included in Section IV, Tendering Forms.

1.6 Information on Tenderers

The Tender Evaluation Panel should assess and provide comments on the following in accordance with the eligibility and qualifications factors set out in Part 1 of this Section III:

i. Eligibility

- ii. **Historical Contract Performance**
- iii. **Financial Capability**
- iv. **Experience** - general, similar and specific - as it relates to both design and construction of similar projects.

1.7 Equipment

The Tenderer shall provide details of proposed items of equipment using the relevant Forms in Section IV, Tendering Forms.

Stage 2: Evaluation of Technical Proposals

1. Technical Proposal

The Technical Proposal shall comprised of the provision called for in Section IV, Tendering Forms. The Employer shall consider the Technical Offers of the responsive Tenderers. In so doing, they will examine and analyze the technical aspects of each Tender on the basis of the information supplied by Tenderers, taking into account the completeness, consistency and level of detail provided with respect to the requirements of the Tender document. Consideration shall be given to the following:

- a) **Team compositions** where all key staff shall be evaluated to assess whether the proposed team members meet the set criteria or not.
- b) **Adequacy of Proposed Approach and Methodology in the Rehabilitation of Downstream Surge Shaft Access Tunnel** in accordance with ITT 16 and details requested in Section IV, Tendering Forms. The submitted Approach and Methodology shall clearly indicate that the Employer's Requirements shall be achieved through the submission of the following within the Tender Document:
 - Material Specification relating to project deliverables;
 - Proposed Program of Works and Schedule;
 - Proposed approach to Project Management inclusive of tools to be used;
 - Tasks which are to be linked to Key Personnel to be deployed during the Construction Phase of the project. Tasks are to be defined for each and every recommended possible solution to the challenge.
 - Major resources linked to all activities to be performed on site.
 - Clarification on how the SHEQ Plans shall be utilized in delivering project of best quality.
- c) **Adequacy of proposed Environment, Health & Safety Plans**, as submitted by the Tenderer, in accordance with requirements in Section IV, Tendering Forms.

d) Adequacy of proposed Quality Control and Assurance Plan, as submitted by the Tenderer, in accordance with requirements in Section IV, Tendering Forms.

e) Financial Standing and financial capability of the tenderer.

Each element of the Technical Proposal listed above shall be evaluated in respect of the point basis for each criteria. Technical Proposals of Tenderers found by the Tender Evaluation Panel not to meet the threshold minimum number of points shall not be considered further, the threshold points shall be 70 points (70%) on adequacy of Tenderer Technical Proposal. The point allocation shall be as follows:

CRITERIA	POINT ALLOCATION
<p>Project Manager Qualification and Experience: Bachelor's degree in civil engineering or equivalent, supported by at least ten (10) years of relevant experience and general construction experience of fifteen (15) years. Zero points shall be allocated for all candidates who don't meet specified qualifications and for all who have not submitted certified proof of qualifications.</p> <p>Projects of similar nature shall be allocated points as follows: 0 project 0 1 project 3 points 2 projects 6 points 3 projects 10 points >4 projects 15 points</p> <p>General experience points shall be allocated as follows: 1-5yrs 2points 6-10yrs 3 points >10yrs 5 points</p>	20
<p>Construction Supervisor/ Works Foreman Qualification and Experience: Diploma in civil engineering, or equivalent, supported by at least ten (5) years of relevant experience (adit/tunnel/earth support construction) and general construction experience of fifteen (10) years. Zero points shall be allocated for all candidates who don't meet specified qualifications and for all who have not submitted certified proof of qualifications.</p> <p>Projects of similar nature shall be allocated points as follows: 0 project 0 1 project 5 points 2 projects 10 points 3 projects 15 points</p>	30

<p>>4 projects 20 points</p> <p>General experience points shall be allocated as follows 1-5 yrs 3 points 6-10 yrs 6 points >10 yrs 10 points</p>	
<p>Electro-mechanical Technician Qualification and Experience: Diploma in Electro-Mechanical or equivalent or equivalent, supported by at least ten (2) years maintaining electro-mechanical equipment and general experience of five (5) years. Zero points shall be allocated for all candidates who don't meet specified qualifications and for all who have not submitted certified proof of qualifications.</p> <p>Projects of similar nature shall be allocated points as follows: 0 project 0 1 project 1 points 2 projects 2 points 3 projects 3 points >4 projects 4 points</p> <p>General experience points shall be allocated as follows 1-5 yrs 1 point >5 yrs 2 points</p>	6
<p>Environmental, Health and Safety Officer Qualification and Experience: Diploma in Health & Safety, Environmental Sciences or equivalent, supported by at least ten (2) years of managing risks relevant to the project and general experience of five (5) years. Zero points shall be allocated for all candidates who don't meet specified qualification and who have not submitted certified proof of qualifications.</p> <p>Projects of similar nature shall be allocated points as follows: 0 project 0 1 project 1 points 2 projects 2 points 3 projects 3 points >4 projects 4 points</p> <p>General experience points shall be allocated as follows 1-5 yrs 1 point >5 yrs 2 points</p>	6
<p>Proposed Project Construction Approach and Methodology as defined in consideration of:</p>	34

- 1) Provision of detailed project method statement (Project Methodology) by defining all related project activities and step by step approach of delivering the project. **Total 10 points shall be allocated for the Project Methodology specifically elaborate on the approach to be followed in delivering the project. The Project Methodology should be specific and not generic.**
- 2) A detailed work program should be derived and should fully be linked to project method statements. The work program should highlight activities to be delivered at the inception phase of the project and should include an inclusive mobilization plan, procurement plan, and demobilization plan. The proposed project duration should be highlighted. **Total 5 points shall be allocated for detailed Program fully linked to project activities and milestones.**
- 3) Detailed Team Composition inclusive of support staff (Organogram, roles and responsibilities) (Team format in terms of proposed key personnel with clearly defined roles and responsibilities of each team member). Support staff should also be highlighted on the project organogram. **Total 5 points shall be allocated to a clearly defined Organogram which has clearly presented proposed key and support staff, as well as roles and responsibilities.**
- 4) Definition of resource requirements: plant [2], machinery [2], and tools [2] required for the project. The choice of necessary resources should fully be based on project activities such as, rock testing, removal of loose shotcrete, removal of loose rock, waste disposal, provision of additional rock bolts, shotcrete, adit clearing and cleaning etc. **Total 6 points shall be allocated for the provision of resources sufficient to deliver defined project activities inclusive of consideration for environment, health, safety and quality requirements.**
- 5) Project Quality Control [2] and Quality Assurance [2] Plan inclusive of tests to be performed, inspections to be made and approval processes to be implemented at different stages of the project. Material specifications should be provided. **Total 4 points shall be allocated for a specific and detailed Quality Control and Assurance plan which include well-defined control measures that shall be adhered to throughout all stages of the project.**
- 6) Proposed Project Environmental, Health and Safety Plan that is strictly and fully aligned to project activities. **Total 4 points shall be allocated for a detailed environment [1], health [1]**

and safety [2] plan which is specifically linked to project activities without being generic. Final product should be a detailed risk register with mitigation measures as well as a detailed Environmental Management Plan with mitigation measures.	
Financial Situation (Capability) Historical Financial (current assets/current liabilities) ≥ 0.8 [1] Total debt/total assets ≤ 0.7 [1] Average Annual Turnover \geq LSL 1,000,000.00 [1] Net profit Margin $\geq 4.5\%$ [1]	4
TOTAL POINTS	100 Points

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

Stage 3: Evaluation of the Financial Proposal

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. Financial score will comprise 25% of the total evaluation score. The Tender Evaluation Panel shall first determine whether the financial submissions are complete and compliant with the Instructions to Tenderers. Then, they shall examine the following:

1. The Tender Price, Lump sum.
2. Price adjustment for correction of arithmetic errors in accordance with ITT 31.1.
3. Price adjustment due to discounts offered in accordance with ITT 14.4, if any.
4. Adjustment for nonconformities in accordance with ITT 30.3.

As provided in the Schedule of Prices, Tenderers shall submit:

- (a) a lump sum fixed price for the whole Works; plus
- (b) any alternative offered in terms of Time for Completion.

This **sum of item (a) or (b) above** is the total Tender Price for each Tenderer and, subject to any adjustments pursuant to the Instructions to Tenderers and Conditions of Contract, shall be the Accepted Contract Amount of the successful Tenderer.

The Financial Proposals shall then be evaluated on the basis of 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.

The Financial Score shall be 25% of the total evaluation score.

Stage 4: Evaluation of Preferential Margin

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

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

A Local National Firms (SLF) – Maximum 5 points

- i) Lesotho Company Participation will be calculated as a percentage of the Bidder's total costs for professional fees and disbursements (including joint venture partners and sub-contractors) assigned to firms that are "Lesotho Nationals" as defined in Article 1 of the Phase II Agreement.
 - a. 100% Lesotho National firms - 10 points (then section B below will be non-applicable)

- b. $\geq 20\%$ JV share by Lesotho National firms – 5 points
- c. $\geq 15\%$ and $<20\%$ JV share by Lesotho National firms – 4 point
- d. $\geq 10\%$ and $<15\%$ JV share by Lesotho National firms – 3 points
- e. $< 10\%$ JV share by Lesotho national firms – 0 points

B Black owned South African companies: BOE (SBOE) - Maximum 5 points

RSA-BOE Participation will be calculated as a percentage of the Works to be performed by firms registered in South Africa (including joint venture partners and sub-contractors).

For example if the total RSA share is 80% of the price and the BOE share is 16% of the tender price, then BOE participation is 20% of the RSA share.

- i) $\geq 30\%$ of participation by BOE – 5 points
- ii) $\geq 25\%$ and $< 30\%$ of participation by BOE – 4 points
- iii) $\geq 20\%$ and $< 25\%$ of participation by BOE – 3 points
- iv) $\geq 10\%$ and $< 10\%$ of participation by BOE – 2 points

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

$$F_P = 100 \times \frac{(S_{LF} + S_{BOE})}{10}$$

Where: F_P = Total margin of preference to be applied

S_{LF} = Score for Participation of Lesotho National firms

S_{BOE} = Score for Participation of RSA Black Owned companies

Stage 5: Combined Final Score

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

$$\text{Final Combined Score (F}_C\text{)} = (0.7 \times F_T) + (0.25 \times F_F) + (0.05 \times F_P)$$

Where F_T = Technical score

F_F = Financial score

F_P = Preferential 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 and technically responsive.

Stage 6: Presentation

The Employer reserves the right to request the responsive and qualified Tenderer to make a presentation of their submission to Tender Evaluation Panel in person or make a virtual presentation. The Tenderer shall be given a minimum of 7 days' notice of the presentation date. The cost of presentation will be borne by the Tenderer.

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



TENDER DOCUMENTS

LHDA CONTRACT NO: 2240

**REHABILITATION OF 'MUELA DOWNSTREAM SURGE
SHAFT ACCESS TUNNEL**

PART 1 – TENDERING PROCEDURES

SECTION IV – RETURNABLE SCHEDULES

LHDA
LHDA Tower Building
Kingsway
Maseru, Lesotho

June 2026

Tender Submission Sheet

Date: _____

LESOTHO HIGHLANDS DEVELOPMENT AUTHORITY

LHDA CONTRACT NO: 2240

REHABILITATION OF ‘MUELA DOWNSTREAM SURGE SHAFT ACCESS TUNNEL

TO: THE CHIEF EXECUTIVE

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Tendering Document, including Addenda issued in accordance with Instructions to Tenderers (ITT) _____;
- (b) We offer to execute in conformity with the Tendering Document the following Works: _____
_____;
- (c) The total price of our Tender, excluding any discounts offered in item (d) below is: _____
_____;
- (d) The discounts offered and the methodology for their application are: _____

_____;
- (e) Our tender shall be valid for a period of _____ days from the date fixed for the tender submission deadline in accordance with the Tendering Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our tender is accepted, we commit to obtain a performance security in accordance with the Tendering Document;
- (g) We, including any subcontractors or suppliers for any part of the contract, have or will have nationalities from eligible countries, in accordance with ITT 4.2;

- (h) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITT 4.3;
- (i) We are not participating, as a Tenderer or as a subcontractor, in more than one tender in this tendering process in accordance with ITT 4.3, other than alternative offers submitted in accordance with ITT 13;
- (j) We, including any of our subcontractors or suppliers for any part of the contract, have not been declared ineligible by the LHDA and its donors, under the Employer’s country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council;
- (k) We are not a government owned entity/we are a government owned entity but meet the requirements of ITT-4.5;¹
- (l) We have paid, or will pay the following commissions, gratuities, or fees with respect to the tendering process or execution of the Contract:

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(If none has been paid or is to be paid, indicate “none.”)

- (m) We understand that this tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (n) We understand that you are not bound to accept the lowest evaluated tender or any other tender that you may receive.
- (o) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery. We further declare that we shall abide by LHDA anti-corruption policy

Name _____ In the capacity of _____

Signed _____

¹ Tenderer to use as appropriate

Duly authorized to sign the tender for and on behalf of _____

Dated on _____ day of _____, _____

Appendix to Tender

Schedule of Adjustment Data

[In Tables A, B, and C, below, the Tenderer shall (a) indicate its amount of local currency payment, (b) indicate its proposed source and base values of indices for the different foreign currency elements of cost, (c) derive its proposed weightings for local and foreign currency payment, and (d) list the exchange rates used in the currency conversion. In the case of very large and/or complex works contracts, it may be necessary to specify several families of price adjustment formulae corresponding to the different works involved.]

Table A. Local Currency

Index code*	Index description*	Source of index*	Base value and date*	Tenderer's related currency amount	Tenderer's proposed weighting
	Non adjustable	—	—	—	A: _____* B: _____ C: _____ D: _____ E: _____
Total					1.00

[* To be entered by the Employer]

Technical Proposal

- **Site Organization**
- **Method Statement**
- **Quality Assurance Plan**
- **Mobilization Schedule**
- **Construction Schedule**
- **Environmental Documents**
- **Health Safety Documents**
- **Equipment**
- **Others**

Site Organization

The Tenderer shall set out details of the Project Management Organization, together with identification and Curriculum Vitae (“CV”) for each key member for each component of the Project.

CVs are provided for the key personnel for the following positions, using the forms provided for that purpose:

No.	Position	Total Related Work Similar Experience (years)	Experience in Similar Projects (years)
1			
2			
3			
4			
5			
6			
7			
8			

In particular, the Tenderer must provide the names and particulars of the individuals requested under key personnel.

In addition, the Tenderer shall provide the following information:

- (a) organizational chart showing lines of communications as well as communications plan for managing communications with key stakeholders;
- (b) plans for subcontracting any parts of the Works and the services to be carried out or the Plant and Equipment to be provided by subcontractors;
- (c) quality management system, describing the basis and operation of the proposed quality management system, including management reviews, procedural audits, checking, procedures for monitoring, reporting and dealing with nonconformities, corrective actions, and feedback and
- (d) Data management plan in accordance with the Employer’s Requirements, describing the proposed system for storing, indexing, and accessing data such as correspondence, meeting minutes, reports, drawings, etc.

Personnel

Form PER-1: Proposed Personnel

Tenderers should provide the names of suitably qualified personnel to meet the specified requirements stated in Section III. The data on their experience should be supplied using the Form below for each candidate.

1.	Title of position*
	Name
2.	Title of position*
	Name
3.	Title of position*
	Name
4.	Title of position*
	Name

*As listed in Section III.

Approach and Methodology

Each Tenderer shall set out details of the Method Statement for the Works to demonstrate how it will meet the Employer's objective and requirements. At a minimum, the Method Statement shall address the following:

- (a) Details of the arrangements and methods which the Tenderer proposes to adopt for the rehabilitation of 'Muela Downstream Surge Shaft Access Tunnel, in sufficient detail to demonstrate their adequacy to achieve the requirements of the Contract including completion within the Time stipulated in the Contract Data Sheet.
- (b) Outline of the arrangements which the Tenderer proposes to adopt to manage coordination of Site access.
- (c) Commentary on the major activities to be performed including materials to be used, material sources, step by step activities to be performed, resources to be used and ways in which constraints shall be managed.
- (d) Commentary on logistics and traffic management/pedestrian management in and around the camp site as well as within the Tunnel as is applicable.
- (e) Outline of the arrangements which the Tenderer proposes to adopt to ensure compliance with the Employer's Work Requirements.
- (f) Outline of the arrangements which the Tenderer proposes for testing and/or commissioning upon completion as called for in the Employer's Requirements.
- (g) Outline of arrangements which the Tenderer proposes for conducting training as specified in the Employer's Requirements.
- (h) Outline of arrangements for handover, including completion of as-built drawings, preparation of operation and maintenance manuals, and any additional matters.
- (i) Outline arrangements in respect of adverse weather conditions.
- (j) Outline logistic arrangements for delivery of materials and plant/equipment, as is applicable.

Quality Assurance Plan

The Bidder shall be required to prepare a Project Quality Plan for each of their activities and areas of responsibilities as part of their Bid submissions. The Bidder is required to include in the Plan the templates for daily site records, testing requirements and approval processes. The bidder that provides generic Quality Assurance Plan in his bid should link the provided sample templates to the project activities. The Tender Evaluation Panel shall be interested in relevance of the provided information to related project activities. Generally Generic Quality Assurance Plans are not acceptable and shall not be considered.

Construction Schedule

Each Tenderer shall set out a detailed Program and Schedule for the construction-rehabilitation works, including estimated start and finish dates for individual components and identification of major milestones and critical path. The proposed Program and Schedule shall be developed according to Employer's Requirements and shall address the following:

- (a) Details of the proposed schedule for permitting processes that may be necessary in order to commence the Works, including the preparation of required studies, supporting information, and applications.
- (b) Details of the proposed timeline for carrying out the Works within the Time for Completion, in the form of a bar chart showing notably the critical path.
- (c) Details of the proposed timeline for the testing, commissioning and handing over of the completed Works.
- (d) Details, in terms of personnel, plant and equipment, how the Contractor proposed to program and undertake the works.
- (e) All program submission should be in MS-Project.

Environment, Health and Safety Documents

The Tenderer shall provide the documents below to show that it has in place sufficient safety policy documents and safety awareness to be able to perform their responsibilities in a safe and workmanlike manner. The Plan shall be based on ISO10005:2005 and ISO9001:2008.

The successful Tenderer will be required to carry out the works in accordance with the Site-specific Health and Safety Plan to be developed by it following Contract award, and approved by the Engineer, on the basis of the Employer's Requirements.

The Tenderer shall demonstrate in a narrative section of its Technical Offer that the Tenderer possesses a high level of Environment, Health and Safety ("SHE") management expertise and can successfully manage the H&S risks related to the implementation of the Works. To demonstrate this, the Bidder shall provide the following:

- (a) Detailed examples of SHE management plans developed by the Bidder **for similar works**;
- (b) Example of internal health and safety audit report
- (c) Demonstrate a successful record implementing effective SHE mitigation measures **on similar projects** over the last five (5) years;
- (d) Describe proposed SHE staffing supported by CV's, roles and responsibilities, and management structure;
- (e) Describe the proposed approach to managing SHE impacts during implementation of the Works, including a summary of mitigation measures that will be used and international SHE standards that may be applicable; provide enough detail to demonstrate an understanding of the critical H&S issues related to the project; and
- (f) Provide two (2) references regarding the Bidder's development of SHE plans and successful implementation of SHE mitigation measures.
- (g) Risk assessment pro-forma
- (h) Induction training manual

Form EQU: Equipment

The Tenderer shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements as listed in the Scope of Works. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Tenderer. The Tenderer shall fill up the form below for his equipment to be used in this project and provide a strategy the Tenderer will follow to procure equipment the Tenderer doesn't have. **Failure to provide such information shall lead to disqualification. List of Equipment:**

Task No.	Main Task and Sub-tasks	Resource requirement: Plant, Machinery, tools, etc.
1	Health and Safety considerations	
1.1		
1.2		
2	Safety, Health and Environmental Management	
2.1		
2.2		
2.3		
3	Adit rehabilitation Works	
3.1		
3.2		
3.3		
3.4		
4	Quality Control and Quality Assurance	
4.1		
4.2		
4.3		
5	Any Other:	
5.1		
5.2		

Provision of Details for each Equipment

Item of equipment

Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

Omit the following information for equipment owned by the Tenderer.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	

Tenderers Qualification

To establish its qualifications to perform the contract in accordance with Section III (Evaluation and Qualification Criteria) the Tenderer shall provide the information requested in the corresponding Information Sheets included hereunder.

Form ELI – 1: Tenderer’s Information Sheet

Tenderer’s Information	
Tenderer’s legal name	
In case of JV, legal name of each partner	
Tenderer’s country of constitution	
Tenderer’s year of constitution	
Tenderer’s legal address in country of constitution	
Tenderer’s authorized representative (name, address, telephone numbers, fax numbers, e-mail address)	
<p>Attached are copies of the following original documents.</p> <p><input type="checkbox"/> 1. In case of single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITT 4.1 and 4.2.</p> <p><input type="checkbox"/> 2. Authorization to represent the firm or JV named in above, in accordance with ITT 20.2.</p> <p><input type="checkbox"/> 3. In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 4.1.</p> <p><input type="checkbox"/> 4. In case of a government-owned entity, any additional documents not covered under 1 above required to comply with ITT 4.5.</p>	

Form ELI – 2: JV Information Sheet

Each member of a JV must fill in this form

JV / Specialist Subcontractor Information	
Tenderer's legal name	
JV Partner's or Subcontractor's legal name	
JV Partner's or Subcontractor's country of constitution	
JV Partner's or Subcontractor's year of constitution	
JV Partner's or Subcontractor's legal address in country of constitution	
JV Partner's or Subcontractor's authorized representative information (name, address, telephone numbers, fax numbers, e-mail address)	
Attached are copies of the following original documents. <ul style="list-style-type: none"> <input type="checkbox"/> 1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITT 4.1 and 4.2. <input type="checkbox"/> 2. Authorization to represent the firm named above, in accordance with ITT 20.2. <input type="checkbox"/> 3. In the case of government-owned entity, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITT 4.5. 	

Form CON – 2: Historical Contract Non-Performance

[The following table shall be filled in for the Tenderer and for each partner of a Joint Venture]

Tenderer's Legal Name: _____

Date: _____

Joint Venture Party Legal Name: _____

ICB No. and title: _____

Page _____ of _____ pages

Non-Performing Contracts in accordance with Section III, Qualification Criteria and Requirements			
<input type="checkbox"/> Contract non-performance did not occur during the ____ years specified in Section III, Qualification Criteria and Requirements, Sub-Factor 2.1.			
<input type="checkbox"/> Contract(s) not performed during the ____ years specified in Section III, Qualification Criteria and Requirements, requirement 2.1			
Year	Non performed portion of contract	Contract Identification	Total Contract Amount (current value, US\$ equivalent)
		Contract Identification: Name of Employer: Address of Employer: Reason(s) for non-performance:	
Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements			
<input type="checkbox"/> No pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.2.			
<input type="checkbox"/> Pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.2 as indicated below.			
Year	Outcome as Percentage of Total Assets	Contract Identification	Total Contract Amount (current value, LSL equivalent)
		Contract Identification: Name of Employer:/ Address of Employer: Matter in dispute:	

Form FIN – 1: Financial Situation

Each Tenderer or member of a JV must fill in this form

Financial Data for Previous 3 Years [US\$ Equivalent]		
Year 1:	Year 2:	Year 3:

Information from Balance Sheet

Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Current Liabilities			

Information from Income Statement

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

- Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last three years, as indicated above, complying with the following conditions.
- All such documents reflect the financial situation of the Tenderer or partner to a JV, and not sister or parent companies.
 - Historic financial statements must be audited by a certified accountant.
 - Historic financial statements must be complete, including all notes to the financial statements.
 - Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Form FIN – 2: Average Annual Construction Turnover

Each Tenderer or member of a JV must fill in this form

Annual Turnover Data for the Last 3 Years (Construction only)			
Year	Amount Currency	Exchange Rate	LSL Equivalent
Average Annual Construction Turnover			

The information supplied should be the Annual Turnover of the Tenderer or each member of a JV in terms of the amounts billed to clients for each year for work in progress or completed, converted to LSL at the rate of exchange at the end of the period reported.

Form FIN – 3: Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as indicated in Section III (Evaluation and Qualification Criteria). Attach supporting documentation certified at source.

Financial Resources		
No.	Source of financing	Amount (LSL equivalent)
1		
2		
3		

Form FIN – 4: Current Contract Commitments / Works in Progress

Tenderers and each partner to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Current Contract Commitments					
No.	Name of Contract	Employer's Contact Address, Tel, Fax	Value of Outstanding Work [Current LSL Equivalent]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [LSL/month]
1					
2					
3					
4					
5					

Form EXP – 1: General Construction Experience

Each Tenderer or member of a JV must fill in this form

General Construction Experience				
Starting Month Year	Ending Month Year	Years	Contract Identification and Name Name and Address of Employer Brief Description of the Works Executed by the Tenderer	Role of Tenderer

Form EXP – 2(a): Specific Tunnel Lining Construction Experience

Fill up one (1) form per contract.

Contract of Similar Size and Nature			
Contract No: of	Contract Identification		
Award Date		Completion Date	
Role in Contract	Construction Contractor	Management Contractor	Subcontractor
Total Contract Amount	LSL		
If partner in a JV or subcontractor, specify participation of total contract amount	Percent of Total	Amount	
Employer's Name Address Telephone/Fax Number E-mail			
Description of the similarity in accordance with Criteria 2.4.2(a) of Section III			

Form EXP – 2(b): Specific Construction/ Experience in Key Activities

Fill up one (1) form per contract

Contract with Similar Key Activities		
Contract No of	Contract Identification	
Award Date	Completion Date	
Role in Contract	<input type="checkbox"/> Construction Contractor	<input type="checkbox"/> Management Contractor <input type="checkbox"/> Subcontractor
Total Contract Amount	LSL	
If partner in a JV or subcontractor, specify participation of total contract amount	Percent of Total	Amount
Employer's Name Address Telephone Number Fax Number E-mail		
Description of the key activities in accordance with Criteria 2.4.2(b) of Section III		

Form of Tender Security

(Bank Guarantee)

Beneficiary: _____

Date: _____

TENDER GUARANTEE No.: _____

We have been informed that _____ (hereinafter called "the Tenderer") has submitted to you its tender dated _____ (hereinafter called "the Tender") for the execution of _____ under Invitation for Tenders No. _____ ("the IFB").

Furthermore, we understand that, according to your conditions, tenders must be supported by a tender guarantee.

At the request of the Tenderer, we _____ hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Tenderer is in breach of its obligation(s) under the tender conditions, because the Tenderer:

- (a) has withdrawn its Tender during the period of tender validity specified by the Tenderer in the Form of Tender; or
- (b) having been notified of the acceptance of its Tender by the Employer during the period of tender validity, (i) fails or refuses to execute the Contract Agreement or (ii) fails or refuses to furnish the performance security, in accordance with the ITT.

This guarantee will expire: (a) if the Tenderer is the successful Tenderer, upon our receipt of copies of the contract signed by the Tenderer and the performance security issued to you upon the instruction of the Tenderer; and (b) if the Tenderer is not the successful Tenderer, upon the earlier of (i) our receipt of a copy your notification to the Tenderer of the name of the successful Tenderer; or (ii) twenty-eight days after the expiration of the Tenderer's tender.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

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

[signature(s)]

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

Form of Tender-Securing Declaration

Date: _____
 Tender No.: _____
 Alternative No.: _____

To:

We, the undersigned, declare that:

We understand that, according to your conditions, tenders must be supported by a Tender-Securing Declaration.

We accept that we will automatically be suspended from being eligible for tendering in any contract with the LHDA for the period of time of _____ starting on _____, if we are in breach of our obligation(s) under the tender conditions, because we:

- (a) have withdrawn our Tender during the period of tender validity specified in the Letter of Tender; or
- (b) having been notified of the acceptance of our Tender by the Employer during the period of tender validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITT.

We understand this Tender-Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of (i) our receipt of your notification to us of the name of the successful Tenderer; or (ii) twenty-eight days after the expiration of our Tender.

Signed: _____
 in the capacity of _____

Name: _____

Duly authorized to sign the tender for and on behalf of: [insert complete name of Tenderer]

Dated on _____ day of _____, _____

Corporate Seal (where appropriate)

[Note: In case of a Joint Venture, the Tender-Securing Declaration must be in the name of all partners to the Joint Venture that submits the tender.]

Financial Proposal

The Contractor shall develop a pricing schedule for the entire Contract. The schedule shall be in such detail that the Employer can utilize the information for evaluation purposes as well as to develop the final payment schedule for the successful Tenderer.

The provided rates shall be inclusive of all costs associated with the following:

- (i) purchase of all materials of best possible quality, which shall be new, and their delivery, installation, erection, placement, laying, fixing and testing as is applicable on the site
- (ii) labour, plant and equipment necessary for the full rehabilitation of the 'Muela Downstream Surge Shaft Access Tunnel.
- (iii) cost of all insurances, taxes and duties (as is applicable in terms of the Contract), mark-up, overheads and profit required by the Contractor;
- (iv) maintenance of executed work during Defects Notification/Liability Period, provision of O&M manuals and other deliverables stated in the Employer's Requirements; and
- (v) all costs associated with all general risk, liability and obligations set out or implied in the Contract. Specialized safety precautions shall have to be adopted to fully eliminate possible damage to property and loss of life from falling objects.

The final price of whole works to be carried to the Form of Letter of Bid shall be fully inclusive of all costs associated with completing the works in accordance with the Employer's Requirements.

BILLS OF QUANTITIES

The Tenderer shall, as part of their proposed payment schedule, provide a break-down of sums filling in the following **financial proposal submission form**.

BILL OF QUANTITIES - PRICING INSTRUCTIONS

1. The Bill of Quantities is to be read in conjunction with the remainder of the Tender Documents.
2. The Quantities set forth in the Bill of Quantities are estimated, representing substantially the work to be carried out, and are given to provide a common basis for tendering and comparing of tenders. The basis of payment shall be the Contractor's rates and the quantities of work actually done in fulfilment of its obligation under the Contract.
3. For the purpose of the Bill of Quantities, the following words shall have the meanings assigned to them:
 - Unit: The unit of measurement for each item of work as defined in the Bill of Quantities.
 - Quantity: The number of units of work for each item.
 - Rate: The payment per unit of work for which the tenderer tenders to do the work.
 - Amount: The product of the quantity and the rate tendered for an item.
 - Sum: An amount tendered for an item, the extent of which is described in the Bill of Quantities, the Drawings, the Specification or elsewhere, but of which the quantity of work is not measured in units.
4. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill of Quantities.
5. The short descriptions of the items of payment given in the Bill of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Specifications, Drawings and Scope of Work.
6. Prior to submitting a Tender, the Tenderer shall ascertain the nature of the access to the Site and all other matters such as relevant local laws, regulations and ordinances that might influence the completion of the Works and include for all such matters in the Tender Price.
7. A price or rate shall be either printout or entered in non-erasable black ink, against each item in the Bill of Quantities.
8. The completed Bill of Quantities shall also be submitted in Microsoft Excel format.

SUMMURY SHEET:

Item No.	Description	Unit	Qty.	Item Value (Maloti)	Amount (Maloti)
1.1	Mobilization	Sum	1		
1.2	Site Establishment	Sum	1		
1.3	Time Related and Side Running Expenses	Sum	1		
1.4	Quality and Construction Related Expenses	Sum	1		
1.5	Safety, Health and Environmental Related Expenses	Sum	1		
1.6	Demobilization	Sum	1		
2	Lighting and Ventilation Systems	Sum	1		
3	Rehabilitation between chainages 10m and 122m	Sum	1		
4	Installation of Handrails along the side wall of the Tunnel	Sum	1		
	TOTAL PROJECT COST (Excluding VAT)				
	TOTAL PROJECT COST (Including VAT)				

BILLS OF QUANTITIES

Item no.	Description	Unit	Qty.	Rate (Maloti)	Amount (Maloti)
1	Preliminaries and General				
1.1	Mobilization	Total to Summary Sheet			
1.1.1	Personnel	Sum	1		
1.1.2	Equipment	Sum	1		
1.1.3	Materials	Sum	1		
1.1.4	General and Regulatory	Sum	1		
1.2	Site Establishment	(Total to Summary Sheet)			
1.2.1	Personnel	Sum	1		
1.2.2	Equipment	Sum	1		
1.2.3	Materials	Sum	1		
1.2.4	Consumables	Sum	1		
1.3	Time Related and Site Running Expenses	(Total to Summary Sheet)			
1.3.1	Personnel	Weekly	10		
1.3.2	Equipment	Weekly	10		
1.3.3	Materials	Weekly	10		
1.3.4	Consumables	Weekly	10		
1.3.5	General and Regulatory	Weekly	10		
1.4	Quality and Construction Related Expenses	(Total to Summary Sheet)			
1.4.1	General Responsibilities	Weekly	10		
1.4.2	Quality Management and Control	Weekly	10		
1.4.3	Post Completion Responsibilities	Weekly	10		
1.4.4	Standards, Drawings and Documents Control	Weekly	10		
1.5	Safety, Health and Environmental Related Expenses	(Total to Summary Sheet)			
1.5.1	Health and Safety Management Plan	Sum	1		
1.5.2	Hazard Identification and Risk Assessment	Weekly	10		
1.5.3	Personnel Protective Equipment	Weekly	10		
1.5.4	Personnel Safety Tunnel Temporary Support	Weekly	10		
	Environmental Management and Reinstatement	Weekly	10		
1.6	Demobilization	(Total to Summary Sheet)			
1.6.1	Personnel	Sum	1		
1.6.2	Equipment	Sum	1		
1.6.3	General and Regulatory	Sum	1		
2	Lighting and Ventilation Systems	(Total to Summary Sheet)			
2.1	Temporary Force Vent Duct 600mm.	m	112		
2.2	Vent Duct Suspension	m	112		
2.3	Axial Vent Fan 7.5kW including mounting and electrical connection	no.	1		

Item no.	Description	Unit	Qty.	Rate (Maloti)	Amount (Maloti)
2.4	Electrical Cable	m	112		
2.5	Lighting Removal and Installation of new LED Lighting System	m	112		
3	Rehabilitation between chainage 10m to 122m				
3.1	Bar down, remove failed support and make safe.				
3.1.1	Strip 1.56kg/m ² mesh	m ²	672		
3.1.2	Strip 50mm Shotcrete sprayed concrete	m ²	672		
3.1.3	Bar Down loose rock	m ²	672		
3.1.4	Load Shotcrete and rock to Portal Dump	m ³	50		
3.1.5	Re-install 1.56kg/m ² welded mesh inclusive of mesh pins	m ²	672		
3.1.6	Re-install 100mm shotcrete	m ²	880		
3.1.7	Inspect and test rock-bolts	no.	5		
3.1.8	Cut Rock-bolts	no.	30		
3.1.9	Install/replace 2m long double corrosion protected, fully grouted, tensioned rock-bolts of size 25mm	no.	140		
4	Installation of Handrails along the side of the Tunnel				
4.1	<i>Installation of handrails along the tunnel side wall at a metre (1 m) height from the floor.</i>				
4.1.1	Install handrails along the side of the Tunnel.	m	100		

The Tenderers will also provide the rates of items which they think were left out by mistakes and such items shall be shown on a separate table.

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TENDER DOCUMENTS

LHDA CONTRACT NO: 2240

**REHABILITATION OF ‘MUELA DOWNSTREAM SURGE
SHAFT ACCESS TUNNEL**

PART 1 – TENDERING PROCEDURES

SECTION V– ELIGIBLE COUNTRIES

LHDA
LHDA Tower Building
Kingsway
Maseru, Lesotho

June 2026

Section V - Eligible Countries

Eligibility for the Provision of Goods, Works and Services in LHDA Procurements

Tenderers, Firms and individuals of a country or goods manufactured in a country may be ineligible if:

1. as a matter of law or official regulations, if the Kingdom of Lesotho prohibits commercial relations with that country; or
2. by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Kingdom of Lesotho prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

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TENDER DOCUMENTS

LHDA CONTRACT NO: 2240

**REHABILITATION OF ‘MUELA DOWNSTREAM SURGE
SHAFT ACCESS TUNNEL**

PART 2 – WORKS REQUIREMENTS

SECTION VI – SCOPE OF WORKS

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Maseru, Lesotho

June 2026

Scope of Works

The contractor is expected to supply, deliver and install all relevant material/services necessary for the successful implementation of the project, inclusive of testing of rock support for use in supporting the downstream surge shaft access tunnel walls. Rock support shall comprise the following measures or any combination thereof:

- a) Installation of welded reinforcement mesh (Ref. 245) with tensioned, fully grouted 2.0/2.5m galvanized rock-bolts, along the arc (2.0m spacing) above the spring line at alternating 2.5m longitudinal spacing along the entire length of the adit.
- b) Sprayed concrete (i.e. shotcrete) that may be unreinforced (i.e. plain shotcrete) or reinforced with weld-mesh (or steel fibre) where the geology is found to be lacking.
- c) Any other method presented by Contractor and approved by LHDA Project Manager.

Rock-fall protection within the downstream surge shaft access tunnel shall comprise the following measures:

- a) Rock-fall support measures as outlined above and
- b) A rock-fall protection canopy / system of adequate design and capacity, where entry of personnel is required into the unsupported access tunnel face area for installation of initial support.

General Statement

The objective of installing rock-bolts, welded wire mesh reinforcement (weld-mesh) and sprayed concrete to provide rock-fall protection is to assure the stability of the downstream surge shaft access tunnel as well as the safety of personnel and equipment working within the access tunnel when performing the Rehabilitation Works.

The Contractor shall inspect the access tunnel as the rehabilitation works progress, and if conditions arise that require a change in the provided support system, or a change in the rock-fall protection system and defined in the Bills of Quantities, shall propose changes to LHDA Project Manager for approval.

The Contractor is responsible for the timely and proper installation of rock support and rock-fall protection, and for checking and maintaining rock support and rock-fall protection measures until the project is deemed complete.

Rock support measures may be required at any location following the removal of the dilapidated shotcrete and the various rates tendered for the work shall allow for this situation. Installation and testing of rock support and rock-fall protection measures within the access

tunnel shall only be undertaken by operators who can satisfy the LHDA Project Manager that they are experienced in the various techniques specified.

Specific Scope of Work:

- 1) Installation of the temporary ventilation system and related electrical connections during the rehabilitation works to ensure ventilation in the downstream surge shaft access tunnel.
- 2) The works entails clearing and safe disposal of fallen rocks.
- 3) The Contractor, jointly with LHDA Project Manager and LHDA Technical Supervisor, shall undertake preliminary assessment of all sections of the access tunnel, through visual inspection, to locate areas of loose rocks, hollow sections, dilapidated shotcrete and loose/exposed rock-bolts. The contractor shall then mark all identified loose sections that are to be cleaned prior to undertaking the rehabilitation works. The preliminary exercise shall also entail identification of sections where additional rock bolts shall be installed and sections where wire-mesh reinforced shotcrete shall be applied to fully rehabilitate the access tunnel.
- 4) The work entails barring down all loose rock and shotcrete marked on the crown and the sides as part of access tunnel cleaning and clearing exercise. The Contractor shall be expected to provide temporary access tunnel support to ensure safe working area for workers when removing overhanging shotcrete and loose rock.
- 5) The Contractor shall be expected to safely dispose waste material in line with best environmental practices. Health and Safety should be given high priority as there shall be high likelihood of rock-fall at the time the access tunnel is being cleaned and prepared for rehabilitation.
- 6) The Contractor shall be expected to provide and install new rock bolts for additional support where necessary or replace loose rock bolts.
- 7) The Contractor shall be expected to rehabilitate all the identified critical sections back to its original status or better.
- 8) The Contractor shall be expected to remove and reinstall the lighting system following completion of the rehabilitation.
- 9) Construction of concrete stairs on one side of access tunnel shall be expected.

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TENDER DOCUMENTS

LHDA CONTRACT NO: 2240

**REHABILITATION OF 'MUELA DOWNSTREAM SURGE
SHAFT ACCESS TUNNEL**

PART 2 – WORKS REQUIREMENTS

SECTION VII – SPECIFICATIONS

LHDA
LHDA Tower Building
Kingsway
Maseru, Lesotho

June 2026

Introduction

‘Muela Downstream Surge Shaft Access Tunnel Rehabilitation works entails barring-down all loose rocks and making the access tunnel safe through the provision of additional rock-bolts and mesh-reinforced shotcrete. The need for rehabilitation arose when it was established that there is some significant rockfalls in the access tunnel, rendering it unsafe for access and maintenance.

The rehabilitation work is of paramount importance to ensure safe access to the downstream surge shaft for necessary maintenance.

Execution of Rehabilitation works

The execution of the rehabilitation works require temporary installation of an air ventilation system, including removal and re-installation of the lighting systems. The handrails shall be installed along one side of the access tunnel, to provide essential support, stability, balance and prevent falls when walking along the tunnel slope. Geological drawings and other related documentation shall be provided to the contractor for use in reinstating the original support on selected sections where this is required.

Description of the site

The site is situated at ‘Muela Hydropower Station, in Butha-Buthe District. It takes about 3 hours travel by private car from Maseru to ‘Muela, in the Butha-Buthe District and the route is about 160km surfaced bitumen road. The GPS coordinates are 28°46'41"S 28°27'18"E.

Contractor's camp site and depot

LHDA will show the Contractor the available LHDA sites for the construction camp near the work area, for the contractor to choose. All such areas shall be agreed with and subject to approval of the Employer. A security fence around the construction camp is the responsibility of the contractor. The layout of the construction camp site shall be submitted to the employer for his approval before the Contractor starts erecting his camp.

Accommodation of Employees

No accommodation is available for the Contractor's and/or sub-contractor's employees. The Contractor shall make his own arrangements to house his employees on site. The Contractor shall provide the necessary ablution facilities at his camp site and the site of the works for use by his employees. Where temporary facilities have to be provided, inclusive of caravan camping if selected by contractor, a temporary septic system shall be provided.

Potable and Construction water supply, power supply and other services

There is potable water in the ‘Muela Powerhouse, however, the Contractor shall make his own arrangements concerning the supply of water to the construction site. Water to be used for

construction purposes should be of acceptable quality and shall be approved by the Employer. The Employer's commercial power supply is available in the 'Muela Powerhouse, however the Contractor shall make arrangements concerning connection of power supply to the construction site and provision for standby power supply or additional power supply if the available power shall be deemed inadequate.

Safety and Security

The Contractor will be responsible for the safety and security of his personnel and site works at all times. All laws, rules and regulations shall strictly be followed in this regard and all the necessary precautionary measures shall be taken to ensure the safety of personnel, the public, visitors and equipment at all times. The safeguarding of both the construction area and the camp site in particular shall be a priority. The Contractor shall ensure that all his employees as well as the employees of his subcontractors are able to identify themselves as members of the construction team at all times when on site.

Site hydrogeological conditions

The contractor should familiarise himself with the Geological reports and drawings which shall be availed to the contractor for review at the inception phase of the project. The existing literature should be reviewed and be used to advise the client to an extent that all sections which have been damaged shall be fully rehabilitated.

The contractor shall have to physically assess the access tunnel and take cognisance of factors which may have increased the deterioration rate of the lining and propose suitable method of rehabilitating the access tunnel either through wire-mesh reinforced shotcrete, provision of additional rock bolts or both, depending on the findings made by the Contractor. The contractor shall liaise with the client when proposing any other methods which can be applied to provide better results in comparison to the requirements set by the LHDA. The table below highlights observations which were made by the employer:

	Description: Adit Condition
1.	The first portion of the access tunnel is fully supported with rock bolts, mesh and shotcrete but further into the tunnel, the support system includes only mesh and rock bolts in the tunnel roof while the sidewalls are not supported. This section of the tunnel is excavated on sandstone.
2.	Rockfalls have occurred in various sections of the unsupported sections of the tunnel. The reasons for the rockfalls are due to weathering and possibly over stressing of the rock mass with time, resulting in delamination of the rock from both the roof and the side walls.

3.	Roof support consisted of only rock bolts and wire mesh without shotcrete and part of the roof was not supported in some areas. The exposed mesh and rock bolts have corroded.
4.	On the sidewalls, a lot of fractured rock was observed resulting in small blocks falling off while in some cases planar and wedge failures as a result of unfavourable orientation of the rock planes, i.e. orientation towards the tunnel, were observed.

The rehabilitation works are to be provided at all critical sections within the access tunnel. The Contractor shall report directly to the Client and shall comply with all documentations developed and approved at the inception phase of the rehabilitation works. The contractor shall have to develop the following documentation for approval by the client:

1) Quality Control of Material and Works

The Tenderer shall institute an appropriate Quality Assurance (QA) system on site. The Employer will audit the Contractor's quality assurance (QA) system on regular basis to verify that adequate independent checks and tests are being carried out and to ensure that the Contractor's own controls are sufficient to identify any possible quality problems which could cause a delay or failure.

The Contractor shall ensure that efficient supervisory staff, required transport, instruments, equipment and tools are available to control the quality of his own workmanship in accordance with his QA-system. The Quality Assurance system shall be provided as part of technical proposal and shall fully be utilised at the Project Construction Phase.

The Contractor shall identify tests which shall be performed to select defective sections which shall be rehabilitated within the defined chainages to ensure full rehabilitation of the access tunnel when the project is deemed complete. The Tenderer should detail tests which shall be performed to locate defective sections within the access tunnel. The Tenderer shall again define standards to be adhered to when preparing, mixing and applying the shotcrete. Tenderer shall arrange for all tests required for process control.

The Contractor may decide to establish his own laboratory on site or he may employ the services of an independent commercial laboratory. Whatever method is used, the Contractor must submit a detailed quality control plan which details how process control shall be adhered to on materials and workmanship. The costs for these tests shall be included in the overall cost of delivering the project.

The process control test results shall be submitted by the Contractor for prior approval of materials to be used during construction and again workmanship during the construction phase. The contractor should highlight, within the Quality Control and Assurance Plan, the type of material to be used as well as specifications. Before accepting any work, the LHDA may have further control tests carried out by a laboratory of his choice. The cost of such additional tests will be covered within the overall cost of delivering the project.

The Contractor shall ensure that efficient supervisory staff, the required transport, instruments, equipment and tools are available to control the quality of his own workmanship in accordance with his quality assurance (QA) system. Without limiting the Contractor's responsibility, the LHDA will audit the Contractor's QA system on a regular basis to ensure that adequate independent checks and tests are being carried out and to ensure that the Contractor's own controls are sufficient to identify any possible quality problems which could cause a delay.

2) Environment, Health and Safety Plan

It is a requirement for the Contractor to provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards which may threaten personnel health and safety, and that of the environment.

The Contractor's Environment, Health and Safety Plan will be subject to approval by the Employer before commencement of construction work. The Contractor will not be allowed to commence work, or his work will be suspended if he had already commenced work if the plan is unsatisfactory. The rates and prices tendered by the Contractor shall be deemed to include all costs for conforming to the requirements of the Environmental, Health and Safety and the Employer's Health and Safety Specification as shall be applicable to the contract to be signed between the Contractor and the Employer.

Items that may qualify for remuneration will be specified in the Safety Specifications or included in the Project specifications. The Contractor shall obtain the approval of the Employer beforehand for all stockpile areas he proposes to use. It shall be the responsibility of the Contractor to clear the site, protect it from unauthorised entry and dumping, and to reinstate subsequently all areas used for stockpiling at no additional cost to the Employer.

Indiscriminate spoiling of material will not be allowed, and all unsuitable filling material and other objectionable material shall be spoiled off site at a legal site of the Contractor's choice. The Contractor is responsible to arrange for the necessary written permission, and he is advised to establish liaison with the Employer in this respect.

Progressive and systematic finishing and tidying will form an essential part of this contract. Under no circumstances shall spoil, rubble, materials, equipment or unfinished operations be allowed to accumulate unnecessarily and in the event of this occurring the Employer shall have the right to withhold payment for as long as necessary in respect of the relevant works in the area(s) concerned.

The Contractor shall dispose all surplus and unsuitable material in legal spoil areas as approved by the LHDA. He shall be responsible for all arrangements necessary to obtain such spoil sites and pay all fees, etc. that may be levied, the cost of which shall be included in his rates.

3) Measurements and Payment Schedule

The Contractor shall be paid for all completed works. A detailed payment forecast shall be provided by the Contractor.

4) Post Construction Monitoring and Evaluation

During the twelve months of the Defects Liability Period (Defects Notification Period), the Tenderer, together with Client Representatives, shall:

- 1) Produce As-built Records and deliver all project documentations
- 2) Monitor the behaviour and performance of rehabilitated sections of the access tunnel
- 3) Identify remedial works to be performed at no cost to the client
- 4) Record and report on maintenance work performed within Defect Liability Period

Detailed inspections of works shall be performed prior to the end of the defined contract maintenance period. The inspections shall be undertaken jointly by the contractor and the client representatives. The works shall be inspected and defects identified to allow the contractor to remedy all such defects which are observed prior to the provision of completion certificate. The client shall fully accept the site when all remedial works have been completed to the satisfaction of client representative.

Resource Requirement

1) Team Leader/Project Manager

The Team leader shall coordinate and supervise project to ensure project delivery within time, cost and best quality. The Team Leader/Project manager should have the appropriate academic and professional qualification of not less than Degree in Civil Engineering or equivalent, supported by at least 10years of relevant experience in management of projects of similar nature and 15years of general experience. The Project Manager shall have a broad long-term professional knowledge in the field of managing Adit/Tunnel/Earth Support construction projects. Fluency in written and spoken English is a requirement.

2) Supervisor/Foreman

Project Supervisor/Works Foreman should have at least 10 years of general experience and 5 years in supervision of works of similar nature (Tunnel/Adit/Earth Support projects). The Project Supervisor should have the appropriate academic of not less that Diploma in Civil Engineering, Geotechnical Engineering, Mining Engineering or equivalent and demonstrate relevant experience in the supervision of Adit construction or equivalent structures.

3) Electro-mechanical Technician

Project electro-mechanical technician should have at least 5 years of general experience and 2 years of experience in maintaining electro-mechanical equipment at project sites. The Project Electro-mechanical technician should have the appropriate academic and professional qualifications of not less that Diploma in Electro-mechanics.

4) Environment, Health and Safety Officer

Environment, Health and Safety Officer should have at least 5 years of general experience and 2 years in managing risks relevant to the project. The Environment, Health and Safety Officer should have the appropriate academic qualifications of not less than Diploma in Health and Safety or Environmental Studies.

The Tenderer must therefore demonstrate that it has the personnel for **the key positions** that meet the following requirements:

No	Position	Qualification	Total General Work Experience (Years)	Total Related Work Experience (Projects)
Project Key Positions				
1	Project Manager	Bachelor's degree in civil engineering or equivalent plus relevant experience in managing projects of similar nature ensuring that projects are delivered within time and in line with the principle of value for money.	15	10
2	Construction Supervisor/Works Foreman	Diploma in Civil Engineering or equivalent plus relevant experience in supervising projects of similar nature.	10	5
3	Electro-mechanical Technician	Diploma in Electro-mechanical Engineering or equivalent plus relevant experience in maintaining electro-mechanical equipment.	5	2
4	Environment, Health and Safety Officer	Diploma in Health and Safety, environmental studies or equivalent plus relevant experience in managing related risks.	5	2

The Tenderer shall provide details of the proposed personnel and their experience records in the relevant Forms included in Section IV, Tendering Forms. **Certified copies of relevant qualification information should be attached to the CVs.**

Plant and Machinery

The Contractor should be in possession of all necessary resources to be deployed on the project. The Contractor is expected to provide a detailed list of plant, equipment and machinery that is aligned to the proposed quality control plan, activities defined within the submitted method statement and further be aligned to the proposed safety and environment plans. The Contractor

should provide as much resources as possible necessary to fully implement the project to completion. The following should be considered in deriving the required resources:

- 1) Machinery for use in collecting waste and for safe disposal at the agreed dumping site in an environmentally acceptable manner.
- 2) Transportation of contractor's employees
- 3) Equipment to be used to mix and pump shotcrete
- 4) Machinery to be used for safe removal of dilapidated shotcrete.
- 5) Rock-bolting Rig and all necessary tools
- 6) Equipment to be used for lifting workers up to 6m heights in consideration of workers safety. All related health and safety requirements to fully protect the employees and minimize related hazards.
- 7) Provision of standby power for lighting and to power tools
- 8) Safety equipment inclusive of Personnel Protective Equipment
- 9) Access tunnel ventilators and gas detectors
- 10) Electrical and lighting requirements
- 11) Any other tools necessary to fully deliver project activities as aligned to method statements, health, safety and environment plans, as well as quality control and assurance plans.

The Tenderer must demonstrate that he/she has or can get access to his listed key equipment aligned to the defined project activities, project method statements, project quality control and assurance plan, as well as project environment, health and safety plan. The Tenderer shall provide further details of proposed items of equipment using relevant Forms in Section IV, Tendering Forms:

Plant, equipment and machinery should be defined in line with task to be performed, from removal of loose wire-mesh reinforced shotcrete and loose rock, up to installation of new rock-bolts supplementing the existing rock-bolts to improve rock support. The reapplication of wire-mesh reinforced shotcrete shall have to be undertaken on all sections of highly fractured rock. Equipment and machinery are to be defined in collaboration with all activities defined within the proposed project management tools such as the Project Methodology, Quality Assurance Plan, Environment, Health and Safety Plans.

METHOD STATEMENTS & PROCEDURES

The Contractor shall provide Method Statements for installation of all rock support elements to the LHDA Project Manager at least 14 days prior to the start of rock support work. Method Statements shall be provided for the following:

- a. Details of the rock-bolts to be used. Samples of materials proposed shall be supplied to the LHDA Project Manager if so requested;

- b. Details of any proprietary rock support systems proposed, with supporting test data;
- c. Details of the method(s) of corrosion protection;
- d. Details of drilling methods and equipment;
- e. Details of all equipment and accessories to be used for rock bolt installation;
- f. Details of the proposed grouting procedures and admixtures to be used and, if so requested, samples of the proposed grouting admixtures;
- g. Details of equipment and methods to be used for pull testing of rock-bolts with calibration certificates attached;
- h. Details of all equipment, accessories and methods to be used for application of sprayed concrete;
- i. Details of the fibres proposed for use in fibre reinforced sprayed concrete. Samples of materials proposed shall be supplied to the LHDA Project Manager.
- j. Details of rock-fall protection systems to be used in the underground workings;
- k. Details of any proprietary rock-fall protection systems proposed, with supporting test data and design calculations.

ROCK-BOLTS.

General

Rock-bolts other than those specified herein shall not be used in the Works. The diameter, orientation and lengths of drill holes for rock-bolts and the method of drilling, cleaning, etc. of the holes shall be such as to ensure the correct setting and anchorage of the rock-bolts to the approval of the LHDA Project Manager.

Materials

Rock-bolts

Rock-bolts shall be manufactured from hot rolled deformed bars with lengths and diameters as shown on the Drawings, with a characteristic strength of not less than 450MPa and complying with SANS 920. Expansion shell type mechanical end anchorages shall be used and the use of friction type anchorages (e.g. swellex, split sets, etc.) shall not be permitted.

Face plates, hemispherical washers and nuts for rock-bolts shall be manufactured to suit the loading requirements and complying with SANS 1408. Threaded parts of bars, nuts and seatings shall comply with the requirements of SANS 1556-2 and shall be coated at the factory with an accepted grease of a type used for ease of installation as recommended by the rock bolt

manufacturer. The remaining portions of rock-bolts shall be clean and free of any deleterious materials such as grease, paint, dirt and scale.

All rock-bolts used in the Works shall be DCP rock-bolts, i.e. double corrosion protected. The rock bolt shall be fully encapsulated by pumped cement grout inside a corrugated HDPE sheathing over the full length of the bar when full column grouting the rock bolt, after installation and initial tensioning of the bolt. The face plate, hemispherical washer and nut shall be hot dip galvanized for corrosion protection. Galvanizing shall be in accordance with SANS 121 for Type A1 articles (85-micron thickness). The threads of the rock-bolts and the nuts shall be sized to accommodate the galvanized coating.

Cement Grout

Cement grout shall be a commercially prepared pumped cement grout product especially produced for use as a grout with rock-bolts, dowels and spiles, and complying with SANS 1745. The product shall not contain any material which could corrode the rock-bolts, dowels or spiles. Details of the cement grout shall be submitted to the LHDA Project Manager for his approval. Pumped cement grout shall comply with the following:

- a. The cement grout shall be passed through a sieve of appropriate size to retain lumps or other solid ingredients.
- b. The cement used in the manufacture of cement grout shall meet the requirements of SANS 50197. Water used for grout mixing shall conform to SANS 1200 G.
- c. The compressive strength of the grout shall not be less than 30MPa at 28 days, determined in accordance with SANS 5863.
- d. A fluidizing admixture may be added to improve pumpability, as approved by the LHDA Project Manager.

Cement grout used shall be a non-shrink grout, containing an expanding agent as accepted by the LHDA Project Manager, and applied in accordance with the manufacturer's recommendations. Cement grout not used shall be discarded if more than one hour has elapsed after first mixing.

Manufacture of Rock-bolts

Rock-bolts shall be manufactured in various lengths and diameters as specified on the Drawings and as listed in the Bill of Quantities. The bar length specified shall be the required length of bar to be bonded to the rock and due extra allowance in the cutting length shall be made for any length including the threaded portion protruding from the rock as required for installation and tensioning.

One end of the bar shall be threaded for at least 150mm with a coarse cut thread which shall not reduce the overall specified bar diameter by more than 3mm, while the other end of the bar

shall be fitted with a mechanical end anchorage (expansion shell) as approved by the LHDA Project Manager to allow tensioning of the rock bolt on installation to the preload (i.e. pre-tension) specified on the Drawings or directed by the LHDA Project Manager.

Face plates shall be 150mm by 150mm diameter, 8mm thick, square washers of the domed load indicating type (10 ton) for use with 25mm diameter rock-bolts. The rock-bolts shall be fitted with a hemispherical washer to permit seating of the face plate at inclinations up to 30° from normal to the bolt. Where required a mortar bedding layer shall be laid below rigid face plates to ensure correct seating of the face plate. The Contractor will be permitted to use deformed bar rock-bolts of equivalent strengths with rolled threads.

Site Trials on Rock-bolts

Prior to the installation of rock-bolts in the Works the Contractor shall carry out a series of tests as agreed with the LHDA Project Manager to prove the full rock bolting system and the Contractor's capability to correctly install and tension the rock-bolts as specified. Trial rock-bolts testing to yield shall be performed as part of these site trials on rock-bolts.

These tests on trial rock-bolts shall demonstrate the following:

- a. That the mechanical end anchor (expansion shell) proposed provides an effective end anchorage for an applied load of 15 ton without any slippage;
- b. The quantity of pumped cement grout required to fill the annulus of the hole around the rock-bolt over the length of the bolt between the mechanical end anchor (expansion shell) and the collar of the hole;
- c. The capacity of the equipment to install the longest fully grouted rock-bolts;
- d. The equipment for tensioning the bolts to the specified loads; and
- e. The capability of each crew to correctly install and tension the rock-bolts.

The Contractor shall undertake trial rock-bolt installations and tests with the same equipment, including hydraulic tensioning device, to be used on the Works. Test bolts shall be installed in a suitable rock face in a steeply upward direction as directed by the LHDA Project Manager.

The Contractor shall provide a suitably calibrated direct tensioning jack and / or load cell of capacities in excess of the characteristic strength of the rock-bolts. Loads and extensions shall be recorded during the tests.

Installation of Rock-bolts

The capacity, number, location, lengths and angle of rock bolt installation shall be commensurate with ground conditions encountered, as shown on the Drawings or as specified

by the LHDA Project Manager.

The method of installation and tensioning of rock-bolts shall be to the approval of the LHDA Project Engineer. Manufacturer's instructions for the use of proprietary components shall be followed wherever appropriate. The rock-bolts shall be installed in holes with diameter in the range recommended by the manufacturer of the mechanical end anchor (expansion shell) used. Only approved mechanical end anchors (expansion shells) shall be used.

Tensioning of the rock bolt shall take place on installation, prior to fully grouting the remaining column of the rock bolt using pumped cement grout as shown on the Drawings. Holes shall be drilled straight and to an accuracy of ± 5 degrees. Holes shall be cleaned by flushing with compressed air or clean water to remove debris immediately prior to installing the rockbolt. Where holes are cleaned by flush water, the amount of water employed shall be kept to an absolute minimum.

Rock-bolt bars shall be cleaned of grease, oil, loose rust or other matter that may in any way impair the bond of the rock bolt to the rock. Quick setting cement grout for bedding of rock bolt face plates shall be as approved by the LHDA Project Manager.

Rock-bolts shall be pre-tensioned to the loads specified on the Drawings or as directed by the LHDA Project Manager. Tensioning of rock-bolts shall be carried out by means of a hydraulic tensioning device imparting a direct pull to the bolt. The device shall be fitted with a gauge to indicate the tension in the bolt and shall be calibrated at regular intervals and when directed by the LHDA Project Manager. The use of a torque wrench or similar tool for tensioning of rock-bolts shall not be allowed.

The column of the rock bolt shall be filled to the collar of the hole using pumped cement grout after tensioning of the rock bolt and prior to the rock bolt head assembly being covered by application of sprayed concrete. Rock-bolts that have been installed and tensioned in the underground workings may be fully grouted using pumped cement grout in the rearward area.

A minimum of 30mm rock bolt thread must protrude behind the nut. Where instructed by the LHDA Project Manager, any protrusion of rock-bolts beyond the last layer of sprayed concrete applied as initial support, shall be cut off using an angle grinder, with the cut end of the bar to be treated and coated with an accepted rust preventative compound or shot creted over as soon as possible thereafter. Regular calibration of tensioning devices shall be carried out by the Contractor in the presence of the LHDA Project Manager.

Maintenance of Rock-bolts, Dowels & Spiles

If a rock bolt, dowel or spile has become ineffective due to any cause, it shall be repaired and/or additional rock-bolts, dowels or spiles be installed as proposed by the contractor and approved by the LHDA Project Manager. The Contractor shall carry out such repair or replacement of damaged or ineffective rock-bolts, dowels or spiles following the approval by LHDA Project

Manager.

Routine Quality Control Testing

The Contractor shall carry out routine quality control tests on dowels and rock-bolts installed in the Works as agreed with the LHDA Project Manager. Testing of grouted dowels and rock-bolts is to be carried out in accordance with the procedures given in the International Society of Rock Mechanics (ISRM) Suggested Methods for Rock bolt Testing (1974). The Contractor shall check the effectiveness of both the rock bolt and dowel installation procedures by testing the load holding capacity of a minimum of 1 rock-bolt or dowel in every 100 rock-bolts or dowels installed, at a required test load of 150kN:

- a. Such routine quality control testing shall only be carried out before the rock bolt to be tested has been fully grouted and before the bolt to be tested has been shot creted over;
- b. Such routine quality control testing shall only be carried out after the dowel to be tested has been fully grouted and after the grout has reached its design strength, but before the dowel to be tested has been shot creted over; and
- c. Dowels and rock-bolts to be tested shall be selected (i.e. pointed out) underground by the LHDA Project Manager.

Should the installed rock bolt or dowel assemblies fail to hold the required test load for the test duration as agreed with the LHDA Project Manager, the Contractor shall investigate the cause and make such proposal for amendment of the installation procedure as may be necessary. Tests shall continue thereafter at a rate of 1 rock-bolt or dowel in 50 rock-bolts or dowels installed until the LHDA Project Manager is satisfied that the cause of failure has been overcome.

Should 1 in 50 rock-bolts or dowels installed thereafter tested still fail the above routine quality control test, then:

- a. All further work in that portion of the works shall be suspended
- b. Additional pull tests shall be carried out on other rock-bolts / dowels already installed in that Portion of the Works as directed by the LHDA Project Manager, to test the efficacy of such rock-bolts / dowels already installed;
- c. The Contractor shall furthermore install trial dowels or rock-bolts at a test location as directed by the LHDA Project Manager and conduct pull tests on such trial rock-bolts or dowels installed until the Contractor's method of dowel or rock bolt installation proves satisfactory to the LHDA Project Manager; and
- d. No additional payment will be made for such additional pull testing, or for the installation and testing of trial rock-bolts or dowel, and for any resultant delays

to the Works.

Tested rock-bolts that have failed to meet the routine quality control testing requirements shall be fully grouted using pumped cement grout and replaced to the approval of the LHDA Project Manager. Dowels that have failed to meet the routine quality control testing requirements, shall similarly be replaced to the approval of the LHDA Project Manager. Regular calibration of tensioning devices used for routine quality control testing of rock bolt and dowel assemblies shall be carried out by the Contractor in the presence of the LHDA Project Manager.

WELDED MESH REINFORCEMENT

General

Weld mesh reinforcement shall be transported, handled and stored in a manner approved by the LHDA Project Manager. Only weld mesh provided in sheets shall be used to avoid fixing problems.

Materials

Weld mesh reinforcement used as rock support shall comprise the following as listed in the Bill of Quantities:

- a. For installation with grouted dowels in surface excavations: Mesh Ref 395, with 200mm by 200mm aperture and 8.0mm diameter wire (3.95kg/m²); and
- b. For installation with rock-bolts within the access tunnel: Mesh Ref 200, with 100mm by 100mm aperture and 4.0mm diameter wire (2.00kg/m²).

Fixing Arrangements

The mesh shall be securely fixed, generally in hollows at the optimum distance from the rock face for effective application of shotcrete such as to minimize shotcrete rebound and to prevent voids. The mesh shall be set at a nominal distance of 20mm from the rock face. However, where mesh is to be re-installed onto a previously sprayed layer of shotcrete, then the mesh shall be set directly to that layer which is being rehabilitated. Joints shall be lapped by at least two full squares and retained at the lap.

Mesh reinforcement shall be retained to the excavated rock face by bolt or dowel face plates. Mesh retaining spiders (or mesh spiders) shall be fixed beneath the face plate of dowels such that the mesh reinforcement may be later secured with sufficient wire ties to the spider. Mesh spiders for use with dowels shall be manufactured as per provided Drawings. In addition, mesh fixing pins, suitable for the ground conditions encountered, shall be provided at intermediate points as required, but not exceeding 1m centers both ways. The minimum cover between the mesh and the exposed face of the sprayed concrete shall be 25mm, or a greater cover if ordered by the LHDA Project Engineer or where specified on the Drawings.

Maintenance of Weld Mesh Reinforcement

All loose material behind the weld mesh shall be completely removed before shotcrete or concrete is placed against the rock face. The weld mesh may be cut open to remove loose rock prior to lining. Continuity of the weld mesh shall be restored if required for safety or to ensure the integrity of areal support provided by mesh reinforced shotcrete installed between rock-bolts or dowels but otherwise the weld mesh shall be trimmed neatly so that there are no loose portions which might interfere with the shot creting operation.

Defects & Repairs

Where fixing of the weld mesh reinforcement is not to the approval of the LHDA Project Manager, the Contractor shall carry out the necessary remedial work at no additional cost, as directed by the LHDA Project Manager.

Weld mesh reinforcement damaged during transport or installation shall be cut out and replaced, with reference to the required lapping of weld mesh fabric as described above, to the approval of the LHDA Project Manager.

SPRAYED CONCRETE

General

Sprayed concrete placed in the Permanent Works shall be applied by the wet mix process. The Contractor shall develop a sprayed concrete mix and select plant for its production and application. All aspects of the application of sprayed concrete, including Method Statements, shall be subject to the approval of the LHDA Project Manager.

Sprayed concrete shall be applied to both clear and weld mesh reinforced faces, to the final thickness as specified on the Drawings or as directed by the LHDA Project Manager. Large radius irregularities in shot creted areas will be permitted but local roughness and re-entrant angles are to be covered and smoothed out by the application of additional sprayed concrete. Due cognizance shall be taken of access tunnel profile preparation requirements.

Where specified by the LHDA Project Manager sprayed concrete shall be applied in one or more layers to reach the specified total thickness. The LHDA Project Manager may direct that sprayed concrete be applied to the rock surface as soon as possible after barring down / making safe, before removal of spoil. Areas to be treated in this manner shall be agreed with the LHDA Project Manager before the application.

Submittals & Records

The Contractor shall submit the following not less than 14 days prior to first application of sprayed concrete:

- (i) Mix designs of all proposed sprayed concrete mixes, including test results demonstrating conformance with design requirements and compatibility of all mix components;
 - (ii) Certificates of compliance with the relevant standards for the materials specified, with the source of such materials indicated;
 - (iii) Qualifications, experience and work functions of personnel assigned to sprayed concreting; and
 - (iv) Details of all equipment to be used for batching, mixing, conveying, applying and curing.
- b) The Contractor shall furthermore retain the following on Site for the duration of the Works:
- (i) Methods statements;
 - (ii) Sprayed concrete application details, such as type of sprayed concrete used, strength and ductility requirements, sequences and methods of application, and any other relevant application details, as well as reference to the section of work to which the records relate; and
 - (iii) A record in a form to be agreed with the LHDA Project Manager, of all the tests on sprayed concrete, which shall be kept at the Site identifying the tests with the section of work to which the results relate. Copies of results of all records of inspections, testing and verification shall be submitted to the LHDA Project Manager on an ongoing basis.

Materials

General

All sprayed concrete materials supplied to the Works and the testing thereof shall conform to this Chapter of the Specifications or, subject to the approval of the LHDA Project Manager, to an appropriate British, European, American or Japanese Standard. Where there is no applicable standard, materials shall be supplied from a quality assured source and relevant documentation shall be provided to the LHDA Project Manager. Samples of such materials shall be supplied to the LHDA Project Manager and material subsequently supplied by the Contractor shall conform to these samples.

Proprietary materials shall be used in accordance with the manufacturer's recommendations and instructions. All materials shall be handled and stored in a way to maintain their integrity and to avoid damage and degradation.

Cement

Type of cement shall be Portland cement to SANS 50197, Cement Parts 1 and 2. A site blend of Portland cement and cement extenders, combined in a mixer while the concrete is being mixed, may be used.

Pulverized Fly Ash (PFA)

Pulverized Fly Ash shall be to SANS 1491-2, Portland Cement Extenders Part 2: Fly Ash. The maximum level of addition shall not exceed 30% of the Portland cement by weight or 15% of Portland / Fly Ash Cement by weight.

Silica Fume

Silica fume shall be supplied in densified form complying with the requirements of SANS 1491-3, Portland Cement Extenders Part 3: Condensed Silica Fume. The compatibility of condensed silica fume with liquid admixtures shall be established by carrying out appropriate testing as agreed with the LHDA Project Manager.

The optimum content of condensed silica fume to use shall be determined during Site but shall not exceed 15% of Portland cement by weight.

Aggregates

Aggregates shall comply mix designs. The nominal particle size shall be 10mm unless otherwise agreed with the LHDA Project Manager and the grading shall lie within the envelope given in below, unless otherwise accepted or specified elsewhere.

AGGREGATE GRADING LIMITS

Sieve Size (mm) (ASTM)	Percentage Passing by Mass (%)	
	Maximum	Minimum
9.50	100	100
4.75	100	70
2.36	100	45
1.18	75	30
0.60	50	18
0.30	30	10
0.15	15	5

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



TENDER DOCUMENTS

LHDA CONTRACT NO: 2240

**REHABILITATION OF ‘MUELA DOWNSTREAM SURGE
SHAFT ACCESS TUNNEL**

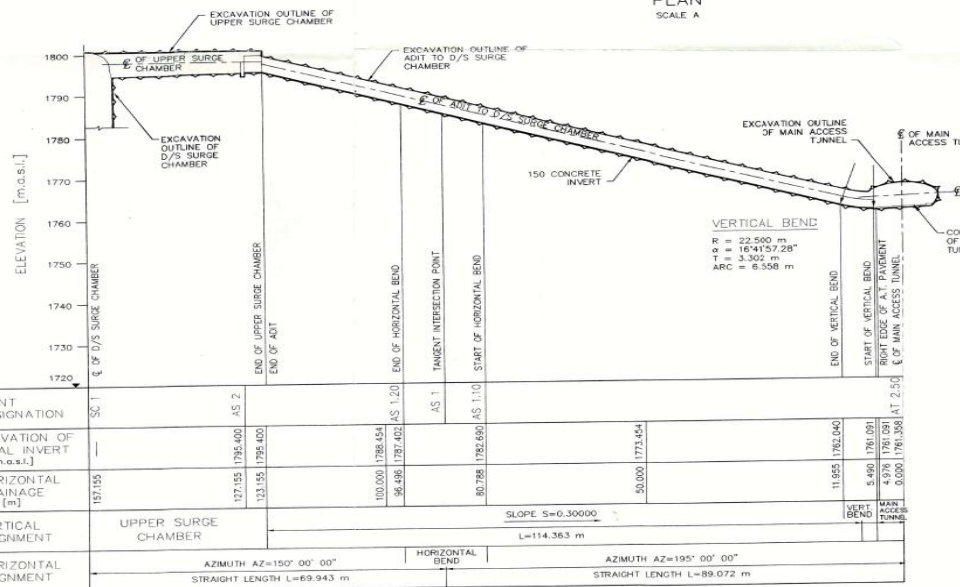
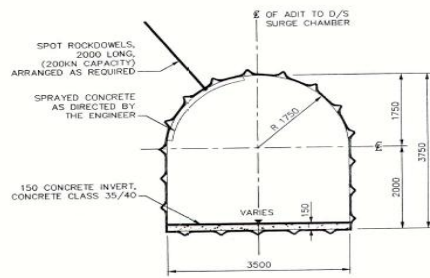
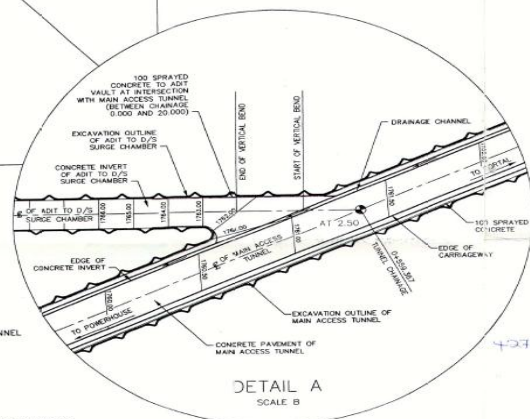
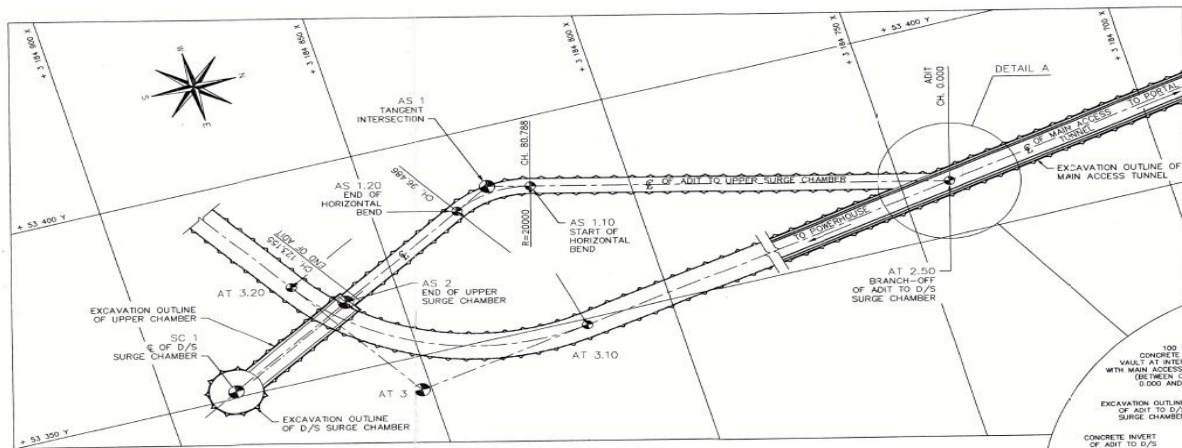
PART 2 – WORKS REQUIREMENTS

SECTION VIII - DRAWINGS

LHDA
LHDA Tower Building
Kingsway
Maseru, Lesotho

June 2026

DRAWING NO. AB 071111 A



NOTES:

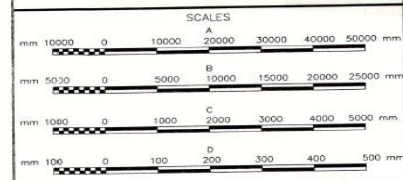
1. ALL DIMENSIONS ARE IN MILLIMETRES UNLESS OTHERWISE SHOWN.
2. ALL LEVELS ARE IN METRES ABOVE SEA LEVEL.
3. ALL CONCRETE IS CLASS 35/25 UNLESS SHOWN OTHERWISE.
4. CONCRETE FINISHES ARE SHOWN THUS ∇ .
5. CONTRACTION JOINTS IN CONCRETE INVERT ARRANGED AT 12000 SPACINGS (MAXIMUM).
6. FOR NOTES RELATING TO ROCK SUPPORT SEE DRAWING No. U73102.

Date	Rev.	AS BUILT	Amendment	Dr.	Ch.	App.
13.11.98	A	AS BUILT				

KKS Number: OUZA 20

CONTRACT No.129A **AS BUILT**

'MUELA HYDROPOWER PROJECT CONTRACTORS
 A Joint Venture of: SPRE BATHONGOLLES, BATHOUR BEATTY LTD, CAMPENON BERHARD SGE, ED ZUBLIN AG, LTA LTD



KINGDOM OF LESOTHO
 LESOTHO HIGHLANDS DEVELOPMENT AUTHORITY

LESOTHO HIGHLANDS WATER PROJECT
 'MUELA HYDROPOWER

**MAIN ACCESS TUNNEL
 ADIT TO D/S SURGE CHAMBER**

GENERAL ARRANGEMENT
 PLAN AND SECTIONS

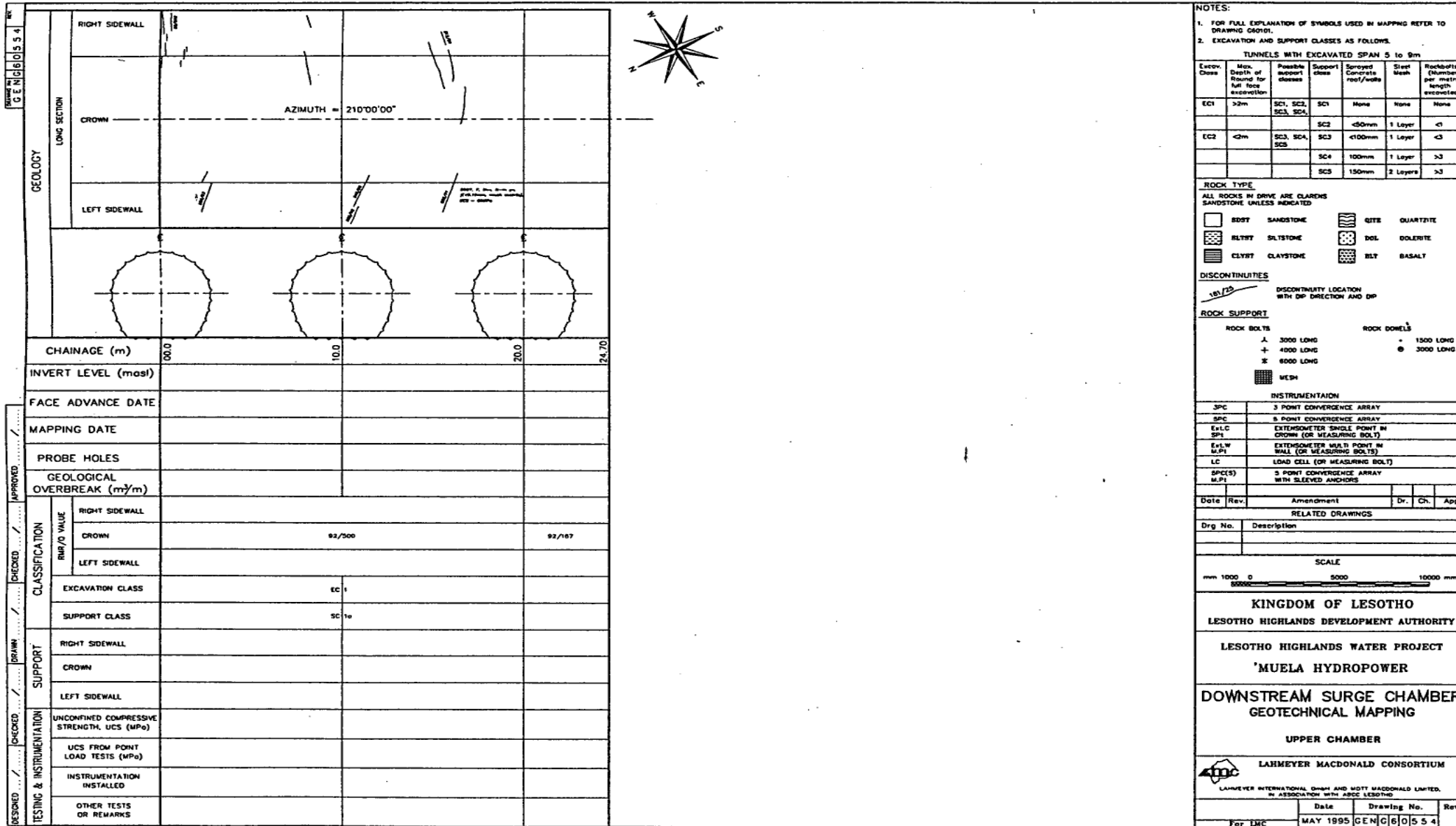
LAHMEYER MACDONALD CONSORTIUM

LAHMEYER INTERNATIONAL (PVT) AND MOTT MACDONALD LIMITED,
 IN ASSOCIATION WITH ABCIS LESOTHO

Date	Drawing No.	Rev.
NOV. 1998	AB 071111	A

For LMC

DESIGNED / CHECKED / DRAWN / CHECKED / APPROVED



NOTES:

- FOR FULL EXPLANATION OF SYMBOLS USED IN MAPPING REFER TO DRAWING CA0101.
- EXCAVATION AND SUPPORT CLASSES AS FOLLOWS.

TUNNELS WITH EXCAVATED SPAN 5 to 9m

Excav. Class	Max. Depth of Round for full face excavation	Proposed support classes	Support class	Proposed Concrete roof/width	Sleeve Mesh	Rockbolts (Number per metre length excavated)
EC1	>2m	SC1, SC2, SC3, SC4	SC1	None	None	None
EC2	<2m	SC3, SC4, SC5	SC2	<50mm	1 Layer	<1
			SC3	<100mm	1 Layer	<3
			SC4	100mm	1 Layer	>3
			SC5	150mm	2 Layers	>3

ROCK TYPE

ALL ROCKS IN DRIVE ARE CLARIFIED SANDSTONE UNLESS INDICATED

	SANDSTONE		QUARTZITE
	SILTSTONE		DOLERITE
	CLAYSTONE		BASALT

DISCONTINUITIES

DISCONTINUITY LOCATION WITH DP DIRECTION AND DP

ROCK SUPPORT

ROCK BOLTS

△	3000 LONG	●	1500 LONG
+	4000 LONG	⊙	3000 LONG
×	6000 LONG		

MESH

INSTRUMENTATION

3PC	3 POINT CONVERGENCE ARRAY
5PC	5 POINT CONVERGENCE ARRAY
Ext.C	EXTENSOMETER SINGLE POINT IN CROWN (OR MEASURING BOLT)
Ext.W	EXTENSOMETER MULTI POINT IN WALL (OR MEASURING BOLTS)
LC	LOAD CELL (OR MEASURING BOLT)
SPC(S)	3 POINT CONVERGENCE ARRAY WITH SLEEVED ANCHORS

Date	Rev.	Amendment	Dr.	Ch.	App.

RELATED DRAWINGS

Drg No.	Description

SCALE

mm 1000 0 5000 10000 mm

KINGDOM OF LESOTHO
LESOTHO HIGHLANDS DEVELOPMENT AUTHORITY

LESOTHO HIGHLANDS WATER PROJECT
'MUELA HYDROPOWER

DOWNSTREAM SURGE CHAMBER
GEOTECHNICAL MAPPING

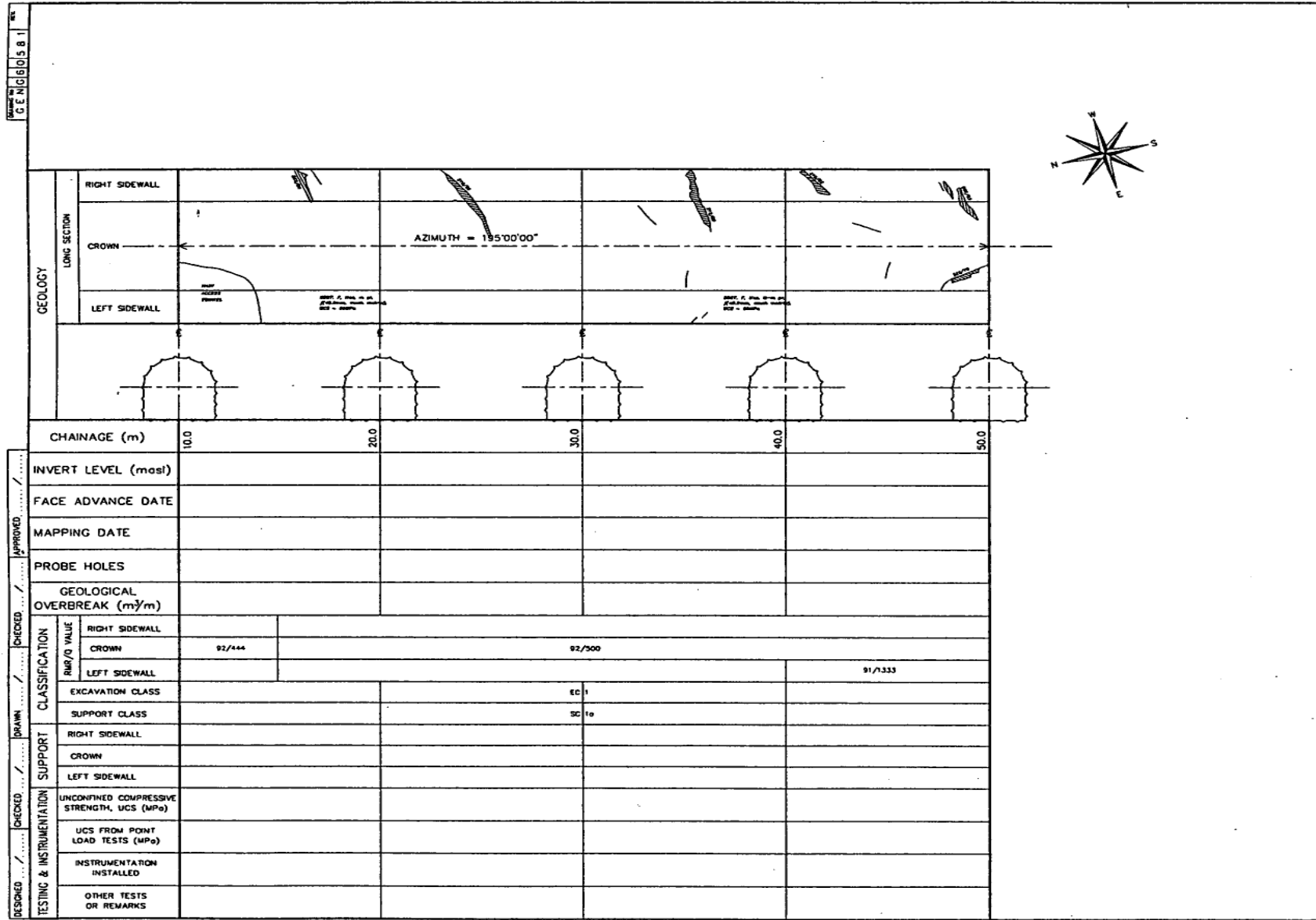
UPPER CHAMBER

LAHMEYER MACDONALD CONSORTIUM

LAHMEYER INTERNATIONAL (Pty) LTD AND MOTT MACDONALD LIMITED, IN ASSOCIATION WITH ARCC LESOTHO

Date	Drawing No.	Rev.
MAY 1995	GEN G 6 0 5 5 4	

For LMC



NOTES:

- FOR FULL EXPLANATION OF SYMBOLS USED IN MAPPING REFER TO DRAWING CAD01
- EXCAVATION AND SUPPORT CLASSES AS FOLLOWS:

TUNNELS WITH EXCAVATED SPAN <3m						
Excav. Class	Max. Depth of Round for full face excavation	Possible support classes	Support class	Sprayed Concrete roof/width	Steel Mesh	Rockbolts (Number per metre length excavated)
EC1	>2m	SC1, SC2, SC3, SC4	SC1	None	None	None
			SC2	<50mm	1 Layer	<1
EC2	<2m	SC3, SC4, SC5	SC3	<100mm	1 Layer	<2
			SC4	100mm	1 Layer	>2
			SC5	150mm	2 Layers	>2

ROCK TYPE
ALL ROCKS IN DRIVE ARE CLARENS SANDSTONE UNLESS INDICATED

	SLTST SLTSTONE		CLYST CLAYSTONE
	QITE QUARTZITE		DOL DOLERITE
	SDST SANDSTONE		

DISCONTINUITIES
181/15 DISCONTINUITY LOCATION WITH DIP DIRECTION AND DIP

ROCK SUPPORT

	3000 LONG		1500 LONG
	4000 LONG		3000 LONG
	6000 LONG		
	MESH		

INSTRUMENTATION

3PC	3 POINT CONVERGENCE ARRAY
5PC	5 POINT CONVERGENCE ARRAY
ELLC	EXTENSOMETER SINGLE POINT IN CROWN (OR MEASURING BOLT)
EPL	EXTENSOMETER SINGLE POINT IN WALL (OR MEASURING BOLT)
E-L-W M.P.	EXTENSOMETER MULTI POINT IN WALL (OR MEASURING BOLT)
LC	LOAD CELL (OR MEASURING BOLT)
3PC(S) M.P.	3 POINT CONVERGENCE ARRAY WITH SLEEVED ANCHORS

Date	Rev.	Amendment	Dr.	Ch.	App.

RELATED DRAWINGS

Dr. No.	Description

SCALE
mm 1000 0 3000 10000 mm

KINGDOM OF LESOTHO
LESOTHO HIGHLANDS DEVELOPMENT AUTHORITY

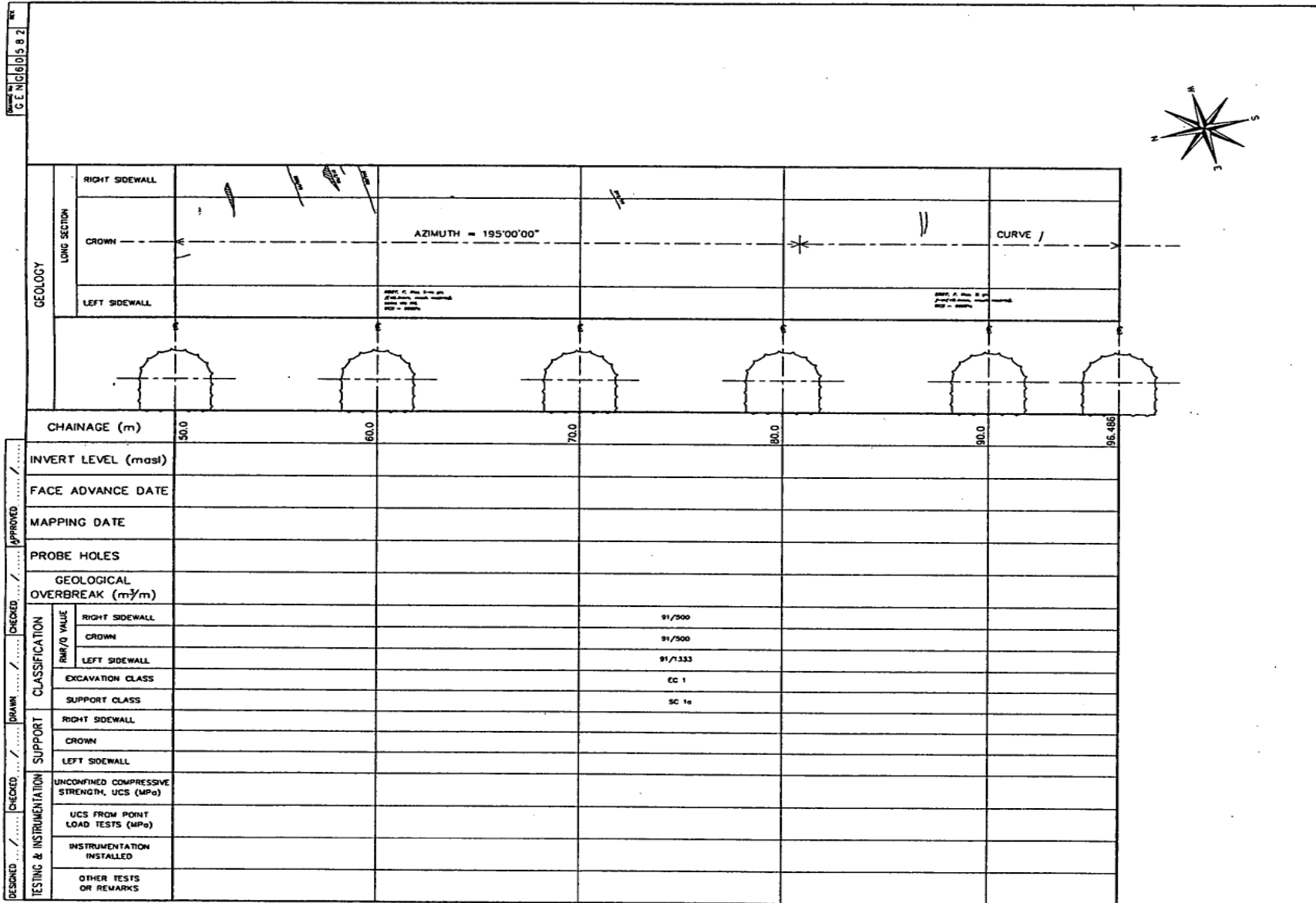
LESOTHO HIGHLANDS WATER PROJECT
'MUELA HYDROPOWER

ADIT TO D/S SURGE CHAMBER
GEOTECHNICAL MAPPING
TUNNEL RECORD SHEET
CHAINAGE 10.0 TO 50.0m

LAHMEYER MACDONALD CONSORTIUM
LAHMEYER INTERNATIONAL (Pty) LTD AND MOTT MACDONALD LIMITED, IN ASSOCIATION WITH AECI LESOTHO

Date	Drawing No.	Rev.
MAY 1995	GENG60581	

For LMC



NOTES:

- FOR FULL EXPLANATION OF SYMBOLS USED IN MAPPING REFER TO DRAWING CREDIT.
- EXCAVATION AND SUPPORT CLASSES AS FOLLOWS.

Excav. Class	Max. Depth of full face excavation	TUNNELS WITH EXCAVATED SPAN < 3m		Sled Mesh	Rockbolts (Number per metre length excavated)	
		Possible support classes	Support class			Sprayed Concrete roof/walls
EC1	>2m	SC1, SC2, SC3, SC4	SC1	None	None	
EC2	<2m	SC3, SC4, SC5	SC2	<50mm	1 Layer	<1
			SC3	<100mm	1 Layer	<2
			SC4	100mm	1 Layer	>2
			SC5	150mm	2 Layers	>2

ROCK TYPE
ALL ROCKS IN DRIVE ARE CLARENS SANDSTONE UNLESS INDICATED

SLST	SLISTONE	CLYST	CLAYSTONE
QITE	QUARTZITE	DOL	DOLERITE
SST	SANDSTONE		

DISCONTINUITIES
18/75 DISCONTINUITY LOCATION WITH DIP DIRECTION AND DP

ROCK SUPPORT

ROCK BOLTS
 A 3000 LONG
 + 4000 LONG
 X 6000 LONG
 MESH

ROCK DOWELS
 - 1500 LONG
 O 3000 LONG

INSTRUMENTATION

3PC	3 POINT CONVERGENCE ARRAY
5PC	5 POINT CONVERGENCE ARRAY
Ext.C	EXTENSOMETER SINGLE POINT IN CROWN (OR MEASURING BOLT)
Ext.W	EXTENSOMETER MULTI POINT IN WALL (OR MEASURING BOLTS)
LC	LOAD CELL (OR MEASURING BOLT)
SPC(S)	5 POINT CONVERGENCE ARRAY WITH SLEEVED ANCHORS
M.PI	

Date	Rev.	Amendment	Dr.	Ch.	App.

RELATED DRAWINGS

Drg No.	Description

SCALE
mm 1000 0 5000 10000 mm

KINGDOM OF LESOTHO
LESOTHO HIGHLANDS DEVELOPMENT AUTHORITY

LESOTHO HIGHLANDS WATER PROJECT
'MUELA HYDROPOWER

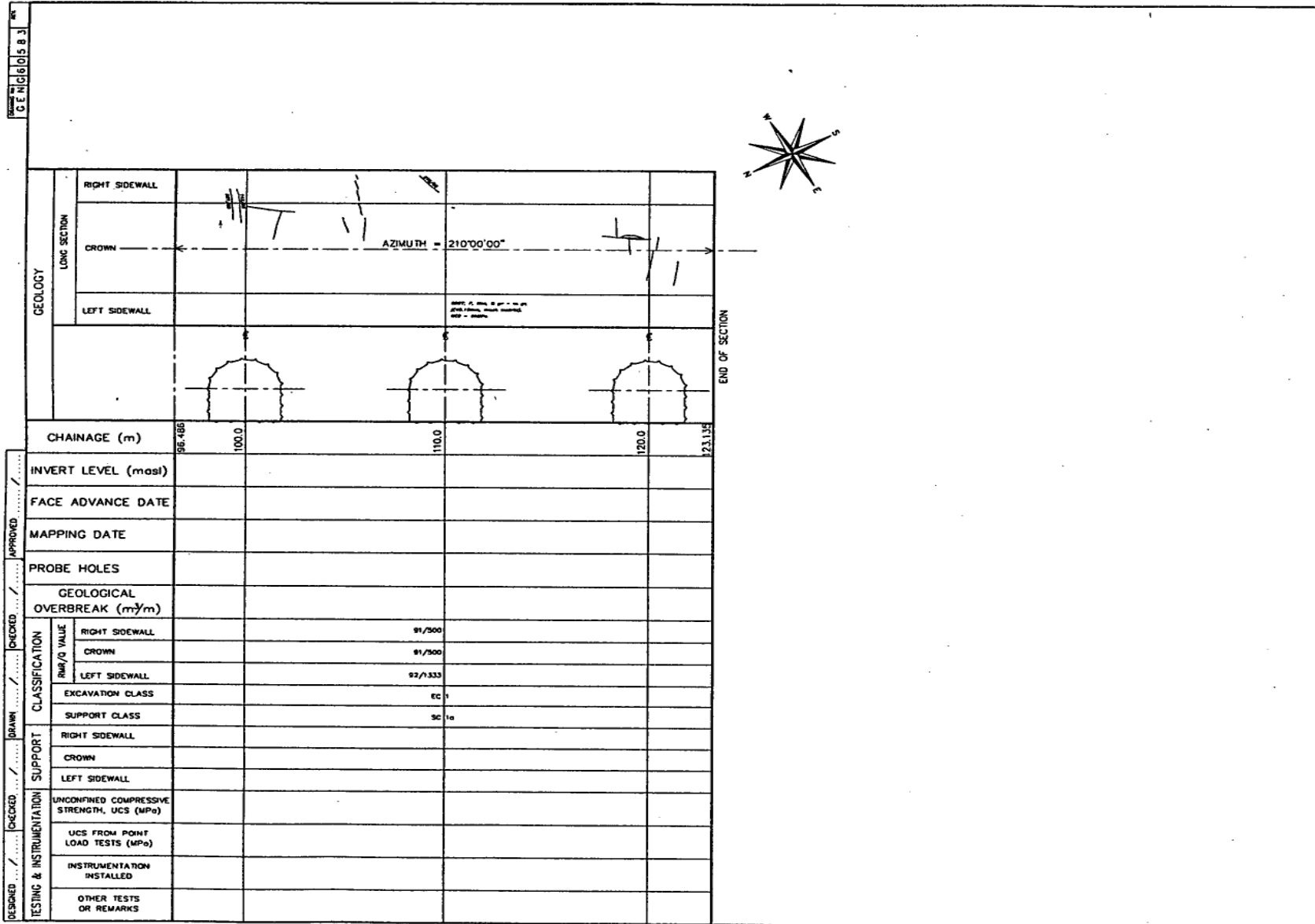
ADIT TO D/S SURGE CHAMBER
GEOTECHNICAL MAPPING
TUNNEL RECORD SHEET
CHAINAGE 50.0 TO 96.486m

LAHMEYER MACDONALD CONSORTIUM
LAHMEYER INTERNATIONAL GROUP AND MOTT MACDONALD LIMITED
IN ASSOCIATION WITH ABC LESOTHO

Date	Drawing No.	Rev.
MAY 1995	GEN C 6 0 5 8 2	

For LMC

DESIGNED / CHECKED / DRAWN / APPROVED / REV. GEN|C|6|0|5 8 2



DESIGNED / CHECKED / DRAWN / APPROVED / DATE
 GENG 0583



NOTES:

- FOR FULL EXPLANATION OF SYMBOLS USED IN MAPPING REFER TO DRAWING G50101.
- EXCAVATION AND SUPPORT CLASSES AS FOLLOWS.

TUNNELS WITH EXCAVATED SPAN <5m					
Excav. Class	Max. Depth of Round for full face excavation	Possible support classes	Support class	Sprayed Concrete roof/walls	Rockbolts (Number per metre length excavated)
EC1	>2m	SC1, SC2, SC3, SC4	SC1	None	None
			SC2	<50mm	1 Layer
EC2	<2m	SC3, SC4, SC5	SC3	<100mm	1 Layer
			SC4	100mm	1 Layer
			SC5	150mm	2 Layers

ROCK TYPE
ALL ROCKS IN DRIVE ARE CLARENS SANDSTONE UNLESS INDICATED

SILTST	SILTSTONE	CLYST	CLAYSTONE
QITE	QUARTZITE	DOL	DOLERITE
SST	SANDSTONE		

DISCONTINUITIES
181/75 DISCONTINUITY LOCATION WITH DIP DIRECTION AND DIP

ROCK SUPPORT

ROCK BOLTS	ROCK DOWELS
▲ 3000 LONG	○ 1500 LONG
+ 4000 LONG	○ 3000 LONG
* 5000 LONG	
MESH	

INSTRUMENTATION

3PC	3 POINT CONVERGENCE ARRAY
5PC	5 POINT CONVERGENCE ARRAY
Ext.C	EXTENSOMETER SINGLE POINT IN CROWN (OR MEASURING BOLT)
Ext.W	EXTENSOMETER SINGLE POINT IN WALL (OR MEASURING BOLTS)
LC	LOAD CELL (OR MEASURING BOLT)
SPCS)	5 POINT CONVERGENCE ARRAY WITH SLEEVED ANCHORS

Date	Rev.	Amendment	Dr.	Ch.	App.
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RELATED DRAWINGS

Org No.	Description

SCALE
mm 1000 0 5000 10000 mm

KINGDOM OF LESOTHO
LESOTHO HIGHLANDS DEVELOPMENT AUTHORITY

LESOTHO HIGHLANDS WATER PROJECT
'MUELA HYDROPOWER

ADIT TO D/S SURGE CHAMBER
GEOTECHNICAL MAPPING
TUNNEL RECORD SHEET
CHAINAGE 98.486 TO 123.135m
LAHMEYER MACDONALD CONSORTIUM

LAHMEYER INTERNATIONAL (Pty) Ltd AND MOTT MACDONALD LIMITED, IN ASSOCIATION WITH ABCC LESOTHO

Date	Drawing No.	Rev.
MAY 1995	GENG 0583	

For LMC

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



TENDER DOCUMENTS

LHDA CONTRACT NO: 2240

**REHABILITATION OF ‘MUELA DOWNSTREAM SURGE
SHAFT ACCESS TUNNEL**

**PART 3 – CONDITIONS OF CONTRACT AND
CONTRACT FORMS**

**SECTION IX - CONTRACT DATA AND PARTICULAR
CONDITIONS**

LHDA
LHDA Tower Building
Kingsway
Maseru, Lesotho

June 2026

Section IX - Particular Conditions (PC) and Contract Data

The following Particular Conditions shall supplement the GC. Whenever there is a conflict, the provisions herein shall prevail over those in the GC.

Part A - Contract Data

Conditions	Ref. GC	Data
Employer's name and address		The Chief Executive LHDA 3rd Floor, Tower Building Kingsway Road Maseru Lesotho.
Engineer's name and address		LHDA will assign Mr Poloko Sephelane Muela Hydropower Station Butha-Buthe, Lesotho
Electronic Transmission systems	1.3	Not permitted
Governing Law	1.4	The law of The Kingdom of Lesotho
Ruling language	1.4	English
Language for communications	1.4	English
Maximum total liability of the Contractor to the Employer	1.15	The Accepted Contract Amount
Right of Access(provision) to the Site	2.1	<u>28</u> days after Commencement Date
Performance Security	4.2	Performance Security will be in a form acceptable to Employer in the amount of: Ten (10) percent of the Accepted Contract Amount, payable in the currencies and proportions of the Accepted Contract Amount.
Working Hours	6.5	In accordance with the Labour Act No.3 of 2024.
Time for Completion	8.2	120 days (4 months)
Delay damages for the Works	8.8 & 14.15(b)	0.05 % of the final Contract Price per day, in the currencies and proportions in which the Contract Price is payable.
Maximum amount of delay damages	8.8	10 % of the final Contract Price.
Completion of Outstanding Works and Remedying Defects	11.1	365 days.
Variation Procedure	13.3	Variations resulting in an increase of the Accepted Contract Amount shall require approval of the Employer
Provisional Sums	13.4.(b)(ii)	N/A
Adjustments for Changes in Cost; Table(s) of Adjustment Data	13.7	N/A

Total advance payment	14.2	10% Percentage of the Accepted Contract Amount payable in the currencies and proportions in which the Accepted Contract Amount is payable
Number and Timing of installments		Number and timing of installments of the advance payment shall be: Non-Applicable.
Start repayment of Advance Payment		Repayment of the advance payment shall start with the first payment certificate.
Repayment of Advance Payment	14.2.3	Advance payment shall be recovered in the second payment certificate.
Percentage of Retention	14.3 (iii)	Non-Applicable because project duration is 4 months.
Limit of Retention Money	14.3 (iii)	Limit of retention money shall be: Non-Applicable
Plant and Materials	14.5(b)(i)	If Sub-Clause 14.5 applies: Plant and Materials shall be as provided by the contractor.
	14.5(c)(i)	Plant and Materials shall be as provided by the contractor and payments of such are deemed to have been included in the contract price.
Minimum Amount of Interim Payment Certificates	14.6.2	<u>Minimum amount of an Interim Payment Certificates shall be: Non-Applicable</u>
Periods for submission of insurance:	19.1	
a. evidence of insurance.		Insuring Party shall submit evidence of insurance: within fourteen (14) days of the Commencement Date.
b. relevant policies		Insuring Party shall submit copies of insurance policies: within fifty-six (56) days of the Commencement Date.
Maximum amount of deductibles for insurance of the Employer's risks	19.1	Deductibles per occurrence shall not exceed: M100, 000.00 per occurrence.
Injury to personnel & damage to property	19.2.4	Limit per occurrence shall not be less than: M100, 000.00 per occurrence for property. M50, 000.00 per occurrence for persons.
Date by which the DAB shall be appointed	21.1	DAB shall be appointed when necessary
The DAB shall be comprised of	21.1	either "One sole Member" <i>or</i> "Three Members"
List of potential DB sole members	21.1	N/A
Appointment (if not agreed) to be made by	21.2	Appointing entity shall be: The President of the South African Institution of Civil Engineers or a person appointed by its President.

Rules of arbitration	21.6	In accordance with the provisions of the Arbitration Act No. 12 of 1980 of Lesotho, subsequent amendments thereof.
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Part B - Specific Provisions

Definitions 1.1 In the Contract (as defined below) the following words and expressions shall have the meanings hereby assigned to them:

1.1.10 **Contract** means the agreement between the Employer and the Contractor for the execution of the Works incorporating the Conditions, Specifications, Employer's Drawings, and Contractor's Drawings, Priced and Completed Schedules, Tender's proposal, Letter of Acceptance, memoranda, addenda and such further documents as may be expressly incorporated by the Letter of Acceptance.

In addition to the provisions of Sub-Clause 1.1.1 the following requirements below shall apply:

This Agreement constitutes the whole agreement between the Parties. Any variation hereto shall be agreed to in writing by the Parties, failing which the variation shall have no legal force or effect whatsoever.

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

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

1.1.31 **Employer** means the Lesotho Highlands Development Authority (LHDA).

Laws and Language

1.4 This Contract, its meaning and interpretation, and the relation between the parties shall be governed by the Applicable Lesotho Law(s).

In addition to the provisions of Sub-Clause 1.4 the requirements below shall apply:

The Contractor shall comply with all laws, statutes, ordinances, acts and regulations in force as may be amended from time to time.

If, after the date of this Agreement, there is any change in the Applicable Law or introduction of a new law that increases or decreases the cost of reimbursable expenses incurred by the Contractor in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Contractor under

this Agreement shall be increased or decreased accordingly by agreement between the Parties hereto.

The ruling language for this contract shall be the English language.

**Compliance
With Laws**

1.13 In addition to the provisions of Sub-Clause 1.13, the Contractor shall comply with the provisions of Part 4 – Tax Requirements

Anti-Bribery and Corruption

The Contractor, its staff, subcontractors, agents and servants shall not accept, offer to give or agree to offer to give to any person any bribe, gift, gratuity or commission as an inducement or reward for doing or forbearing to do any action in relation to this agreement. Furthermore, the Contractor, its staff, subcontractors, agents and servants shall comply with the relevant Lesotho Anti-corruption Law and the Lesotho Highland Water Project Anti-Corruption Policy at all times.

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

A party is related to the Employer if:

The party directly, or indirectly through one or more intermediaries:

Controls, is controlled by, or is under common control with, the Authority;

Has an interest in the Authority that gives it significant influence over the Authority.

The party is a member of the key management personnel of the Authority.

The party is a close member of the family of any individual referred to above

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

The individual's domestic partner and children;

Children of the individual's domestic partner;

Dependents of the individual or the individual's domestic partner;

The individual's parents or domestic partner's parents;

The individual's brothers and sisters.

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

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

Contractor's General Obligations	4.1	<p>In addition to the provisions of Sub Clause 4.1, the following shall apply:</p> <p>The Contractor shall arrange transport, labour, materials (consumable and otherwise), tools for the works and all other materials and equipment necessary for the execution of the works.</p> <p>The Contractor shall apply corrosion protection coating to the erected structural steel and roof coverings.</p>
Health and Safety Obligations	4.8	<p>In addition to the provisions of Sub-Clause 4.8 the Contractor and his Sub-Contractor shall observe all applicable LHDA safety regulations on Site.</p>
Progress Reports	4.20	<p>In addition to the provisions of Sub-Clause 4.20:</p> <p>The Contractor will attend monthly progress meetings with the Engineer and Employer or such other frequency as may be agreed by the Parties.</p>
Security of The Site	4.21	<p>In addition to Sub-Clause 4.21, the Contractor shall also be aware that:</p> <p>Security of tools, equipment and material including cleanliness and organisation within the Contractor's immediate work area shall be the responsibility of the Contractor.</p>
Facilities for Staff and Labour	6.6	<p>In addition to Sub-Clause 6.6, the Contractor shall also take note of the following:</p> <p>The Contractor shall arrange his own accommodation and means of subsistence for his own personnel, including meals and all other expenses. The cost of complying with this sub-clause shall be borne by the contractor.</p>

The Contractor shall provide and ensure that his staff wears personal protective equipment.

The Contractor shall provide ablution facilities for the Contractor's personnel.

Manner of Execution

7.1 In addition to the provisions of Sub-Clause 7.1, the following shall also apply:

The Contractor shall comply with all applicable and approved safety regulations while carrying out Works on site and according to the contract. This stipulation shall in no way release the Contractor from his contractual liability for accidents and damage. The Contractor shall be responsible for adequate protection of persons, plant and materials against injuries and damage resulting from his operations.

The Contractor shall ensure that the installation of the plant is properly executed in accordance with the contract.

Employer's Suspension

8.9 In addition to the provisions of Sub-Clause 8.9:

The Employer may, by written Notice to the Contractor suspend all payments to the Contractor should the Contractor fail to perform any of his 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.

Surfaces Requiring Reinstatement

10.4 Should the installation of any item of equipment call for drilling, cutting and/or chasing, the Contractor shall afterwards make good the affected area.

Where it is necessary for the Contractor to remove parts of flooring, hand railing, pipes, ducts, etc. in order to do the installation, the Contractor shall reinstate all the moved and or damaged parts to their original state.

The Contractor shall also repair any paintwork affected or damaged by him – Non-Applicable.

Right to Vary

13.1 In addition to the provisions of Sub-Clause 13.1, the following shall also apply:

Variations to the terms and conditions of this Contract, including any variation of the Scope of Works and duration, may only be made by written agreement between the Parties. Such agreement shall be by a formal written Variation Order, issued by the Employer.

Prior to any Variation Order under Sub-Clause 13.1, the party requiring the variation shall notify the other party of the nature and form of such variation

Payment

14.7 The provisions of Sub-Clause 14.7 are amended to read as follows:

The Employer shall pay the amount approved by the Employer as due to the Contractor, within 28 days from the date of receipt of the Contractor's invoice.

The Employer shall deduct ten percent (10%) on each Interim Payment Certificate as Retention Money until a limit of ten percent (10%) of the Contract Price has been reached. Non-Applicable.

In addition to the provisions under Clause 14, the terms of payment shall be:

Payment shall only be made for all materials and goods that are properly supplied (grit material, paint, wheelbarrows, shovels & other technical consumables) according to the contractual requirements. 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.**

Payment for transport, installation and commissioning shall be made upon completion of commissioning of the works under this Contract and presentation of invoice(s) and supporting documentation.

Release of Retention Money

14.9 The provisions of Sub-Clause 14.9 are amended to read as follows:

Fifty percent (50%) of the retained amount shall be released upon completion of the Works, at the Taking Over of the Works which marks the beginning of the Defects Liability Period. Non-Applicable

The outstanding fifty percent (50%) of the Retention amount shall be paid to the Contractor, on the expiry of the Defects Liability Period, provided all defects jointly identified by the Employer and Contractor's Representatives at Taking Over of the Works and during the Defects Liability Period, have been remedied according to the contractual requirements. Non-applicable

Currencies of Payment

14.15 Currency of Payment and Rates of Exchange

Payment under this Contract shall be in the Lesotho Loti (LSL). It should be noted that 1Loti is equivalent to 1South African Rand. The Contractor's price shall remain fixed from signing of contract for the duration of the contract.

Termination for Contractors Default	15.2	<p>In addition to the provisions of Sub-Clause 15.2 the Employer may terminate this contract after the occurrence of either of the following events:</p> <p>If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings.</p> <p>If the Contractor submits to the Employer a statement which has a material effect on the rights, obligations or interests of the Employer and which the Contractor knows to be false.</p> <p>If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the services for a period of not less than 28 days.</p> <p>If it is found that there is a conflict of interest in accordance with the provisions of clause 21.</p> <p>Non-compliance with Lesotho Anti-corruption Law and the Lesotho Highland Water Project Anti-Corruption Policy as incorporated into the contract document under Part - 5</p>
Termination by the Contractor	16.2	<p>The provisions of Sub-Clause 16.2 are amended to read as follows:</p> <p>The Contractor may terminate this Contract after the occurrence of any of the events specified in paragraphs i) through iv) of this Sub-Clause by giving not less than fourteen (14) days' written Notice of Termination to the Employer;</p> <p>if the Employer fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute within fourteen (14) days after receiving written notice from the Contractor such that payment is overdue;</p> <p>if the Employer is in material breach of his obligations pursuant to this Contract and has not remedied the same within fourteen (14) days or such longer period as the Contractor may have subsequently agreed in writing, following the receipt by the Employer of the Contractor's notice specifying such breach;</p> <p>if, as the result of Force Majeure, the Contractor is unable to perform a material portion of the service for a period of not less than twenty-eight (28) days; or</p> <p>if the Employer fails to comply with any final decision reached as a result of arbitration. In the event of a material default which has not been rectified by the Employer within twenty-eight (28) days of notification to do so, the Contractor shall have the right to terminate this Contract and recover such costs (actual and incurred) for which the Contractor is liable. The Contractor's other rights shall remain reserved.</p>

Exceptional Events 18

Exceptional Event

In addition to the provisions of Sub-Clause 18, the following requirements shall apply:

Definition

For the purposes of this Agreement, “Exceptional Event” means an event that is beyond the reasonable control of a Party and that makes a Part’s performance of its obligations hereunder impossible in the circumstances, and includes, but is not limited to, war, riots, hostilities (whether war is declared or not), invasions, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Exceptional Event to prevent), confiscation or any other action by government agencies, Covid-19 lockdowns or other epidemics, pandemics or outbreaks.

Exceptional Event shall not include:

- a. Any event that is caused by the negligence or intentional action of a Party or such Party’s subcontractors or agents or employees; nor
- b. Any event that a diligent Party could reasonably have been expected to both:
 - Take into account at the time of the execution of this Agreement, and
 - Avoid or overcome in the carrying out of its obligations hereunder.

Exceptional Event shall not include insufficiency of funds or failure to make a payment required hereunder.

No Breach of Agreement

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an Exceptional Event, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

Measures to be Taken

A Party affected by an Exceptional Event shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.

A Party affected by an Exceptional Event shall notify the other Party of such event as soon as possible following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

The Parties shall take all reasonable measures to minimize the consequences of an Exceptional Event.

Extension of Time

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of an Exceptional Event.

Payments

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

Consultation

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

**Obtaining
Dispute
Adjudication
Board's
Decision**

21.4 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.

**Amicable
Settlement**

21.5 The provisions of Sub-Clause 21.5 are amended to read as follows:

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.

Arbitration 21.6 The procedural law for arbitration shall be the Arbitration Act No. 12 Law(s) of Lesotho and the applicable Lesotho Law.

The language of arbitration shall be English

The place of arbitration shall be Maseru, Lesotho.

Conflict of Interest 21.9 The Contractor has an obligation to disclose to the Employer any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Employer. Failure to disclose such situations may lead to the termination of the Contract.

Without limitation on the generality of the foregoing, the contract termination may arise under the circumstances set forth below:

Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm hired to provide consulting services for the preparation or implementation of this project, or any of its Affiliates, shall not be permitted to provide goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

Relationship with the Employer's staff: a Contractor (including its key staff and Sub-contractors) that has a close business or family relationship with a professional staff of the Employer, or is directly or indirectly involved in any part of:
the preparation of the Terms of Reference for the assignment,
the selection process for the Contract, or
the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the LHDA throughout the selection process and the execution of the Contract.

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



TENDER DOCUMENTS

LHDA CONTRACT NO: 2240

**REHABILITATION OF 'MUELA DOWNSTREAM
SURGE SHAFT ACCESS TUNNEL**

**PART 3 – CONDITIONS OF CONTRACT AND
CONTRACT FORMS**

SECTION X - GENERAL CONDITIONS OF CONTRACT

LHDA
LHDA Tower Building
Kingsway
Maseru, Lesotho

June 2026

Section X - General Conditions of Contract (GCC)

[Name of Employer]

[Name of Contract]

CONDITIONS OF CONTRACT

GENERAL CONDITIONS

The Conditions of Contract, Part 1: General Conditions shall be those forming the General Conditions of the “Red book Conditions of Contract for construction for building and Engineering works designed by the Employer,” Second Edition, 2017, as prepared by the *Federation Internationale des Ingénieurs-Conseils* (“FIDIC”). These General Conditions are subject to the variations and additions set out in the section of this Contract entitled “Conditions of Particular Application.” The Contractor shall be responsible to obtain his own copy of the General Conditions of Contract.

Copies of the FIDIC Conditions of Contract can be obtained from:

FIDIC Secretariat
P.O. Box 86
1000 Lausanne 12
Switzerland
Facsimile: 41 21 653 5432
Telephone: 41 21 653 5003

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



TENDER DOCUMENTS

LHDA CONTRACT No: 2240

**REHABILITATION OF 'MUELA DOWNSTREAM SURGE
SHAFT ACCESS TUNNEL**

**PART 3 – CONDITIONS OF CONTRACT AND CONTRACT
FORMS**

SECTION XI - CONTRACT FORMS

LHDA
LHDA Tower Building
Kingsway
Maseru, Lesotho

June 2026

Notification of Award

Ref.: DOD/CA/---/26/CO

Date: _____

(Contractors Name)

(Township)

P.O. Box _____

(City)

(Country)

Attention: Mr/Mrs. _____

Dear Sir/Madam,

**LESOTHO HIGHLANDS DEVELOPMENT AUTHORITY
CONTRACT LHDA NO: 2240**

REHABILITATION OF 'MUELA DOWNSTREAM SURGE SHAFT ACCESS TUNNEL

LETTER OF ACCEPTANCE

This letter follows the completion of our negotiations and correspondence on your quotation for the execution of the above named contract.

These negotiations have resulted in agreements about omissions, some amendments and supplements to the documents you had submitted. These omissions, amendments and supplements are either reflected in, referred to, referenced, listed in and/or form part of this Letter of Acceptance, into which they are incorporated by reference.

Subject to these agreements we hereby accept your tender dated (*insert date*) and financial proposal in the amount of (*insert Figure*) Maloti exclusive of all taxes.

For the purpose of this Contract made by this acceptance, "Quotation" means your tender as accepted by and subject to this Letter of Acceptance.

Please arrange for all the documents listed in the Letter of Acceptance and its duplicate to be signed by your authorised representative, in the same way as they have been by ours.

The documents listed in this Letter of Acceptance include the Contract Agreement, which we require you to execute immediately after acknowledging receipt of this letter in the manner indicated on it and on its duplicate.

The documents referred to above as being listed in this letter are as follows:

- Form of Agreement
- Memorandum of Understanding
- Letter of Acceptance
- Part II Conditions of Particular Application
- Part I General Conditions of Contract
- Tax Requirements
- LHWP Anti-Corruption Policy
- Specifications
- Contractor's Proposal
 - Financial Proposal
 - Technical Proposal

Yours faithfully,

T. TENTE
CHIEF EXECUTIVE

By our authorised representative, we acknowledge receipt of the Letter of Acceptance and its duplicate

Authorised Representative:

Name: _____

Signature: _____

Position: _____

Date: _____

Attachment: Contract Agreement

Contract Agreement

THIS AGREEMENT made the _____ day of _____, _____,
between:

THE LESOTHO HIGHLANDS DEVELOPMENT AUTHORITY (LHDA),
of 3rd Floor, Lesotho Bank Tower, Maseru, Lesotho
(hereinafter called the "the Employer") **of the one part**

And

.....,

....

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

WHEREAS the Employer desires that the Works known as **REHABILITATION OF 'MUELA DOWNSTREAM SURGE SHAFT ACCESS TUNNEL** should be executed by the Contractor, and has accepted a Tender by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (i) Contract Agreement
 - (ii) Memorandum of Understanding (if any)
 - (iii) Letter of Acceptance
 - (iv) Particular Conditions
 - (v) General Conditions;
 - (vi) Tax Requirements
 - (vii) LHWP Anti-Corruption Policy
 - (viii) Works Requirements (including Specification and the Drawings)
 - (ix) the completed Schedules,

3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Kingdom of Lesotho on the day, month and year indicated above.

For and on behalf of the LESOTHO HIGHLANDS DEVELOPMENT AUTHORITY:

Signature: _____

Name: _____

Position: _____

Date: _____

As Witnesses:

Signature: _____

Signature: _____

Name: _____

Name: _____

Position: _____

Position: _____

Date: _____

Date: _____

For and on behalf of the {Contractor}:

Signature: _____

Name: _____

Position: _____

Date: _____

As Witnesses:

Signature: _____

Signature: _____

Name: _____

Name: _____

Position: _____

Position: _____

Date: _____

Date: _____

Performance Security

Option 1: (Demand Guarantee)

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

Beneficiary: _____ [Name and Address of Employer]

Date: _____

PERFORMANCE 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, a performance guarantee is required.

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 such sum being payable in the types and proportions of currencies in which the Contract Price is payable, 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(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, 2...², and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758, except that subparagraph (ii) of Sub-article 20(a) is hereby

¹ The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract and denominated either in the currency(cites) of the Contract or a freely convertible currency acceptable to the Employer.

² Insert the date twenty-eight days after the expected completion date. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

excluded.

[signature(s)]

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

Option 2: Performance Bond

By this Bond _____ as Principal (hereinafter called “the Contractor”) and _____] as Surety (hereinafter called “the Surety”), are held and firmly bound unto _____] as Oblige (hereinafter called “the Employer”) in the amount of _____, for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Contractor has entered into a written Agreement with the Employer dated the ___ day of _____, 20 ____, for _____ in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer’s obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a Tender or tenders from qualified Tenderers for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive Tenderer, arrange for a Contract between such Tenderer and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by Employer to Contractor under the Contract, less the amount properly paid by Employer to Contractor; or
- (3) pay the Employer the amount required by Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors, and assigns of the Employer.

In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this _____ day of _____ 20 _____.

SIGNED ON _____ on _____ behalf _____ of _____

By _____ in _____ the _____ capacity _____ of _____

In _____ the _____ presence _____ of _____

SIGNED ON _____ on _____ behalf _____ of _____

By _____ in _____ the _____ capacity _____ of _____

In _____ the _____ presence _____ of _____

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].

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 eighty (80) percent of the Contract Price has been certified for payment,

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.

or on the ___ day of _____, 2___,² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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.

² *Insert the expected expiration date of the Time for Completion. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Employer’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”*

Retention Money Security

Demand Guarantee

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

Beneficiary: _____ [Name and Address of Employer]

Date: _____

RETENTION MONEY 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, when the Taking-Over Certificate has been issued for the Works and the first half of the Retention Money has been certified for payment, payment of [insert the second half of the Retention Money or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security] is to be made against a Retention Money 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 payment of the second half of the Retention Money referred to above must have been

¹ The Guarantor shall insert an amount representing the amount of the second half of the Retention Money or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security and denominated either in the currency(ies) of the second half of the Retention Money as specified in the Contract, or in a freely convertible currency acceptable to the Employer.

received by the Contractor on its account number _____ at _____
[name and address of Bank].

This guarantee shall expire, at the latest, 21 days after the date when the Employer has received a copy of the Performance Certificate issued by the Engineer. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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.

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



TENDER DOCUMENTS

LHDA CONTRACT NO: 2240

**REHABILITATION OF 'MUELA DOWNSTREAM
SURGE SHAFT ACCESS TUNNEL**

PART 4 – LHWP ANTI-CORRUPTION POLICY

SECTION XII - LHWP ANTI-CORRUPTION POLICY

LHDA
LHDA Tower Building
Kingsway
Maseru, Lesotho

June 2026

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 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 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 cooperate with any such investigation and shall make available to the Project Authority any records or other evidential material as the Project Authority may require for purposes of such investigation.

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

Ethics, Training and Compliance:

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

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



TENDER DOCUMENTS

LHDA CONTRACT No. 2240

**REHABILITATION OF 'MUELA DOWNSTREAM SURGE
SHAFT ACCESS TUNNEL**

PART 5 – TAX REQUIREMENTS

SECTION XIII - TAX REQUIREMENTS

LHDA
LHDA Tower Building
Kingsway
Maseru, Lesotho

June 2026

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.

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.

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.

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



TENDER DOCUMENTS

LHDA CONTRACT No: 2240

**REHABILITATION OF 'MUELA DOWNSTREAM SURGE
SHAFT ACCESS TUNNEL**

PART 6 – PAYMENT PROCEDURE

SECTION XIV - PAYMENT PROCEDURE

LHDA
LHDA Tower Building
Kingsway
Maseru, Lesotho

June 2026

PAYMENT PROCEDURES

Cash Flow

The Contractor, prior to the first Payment Certificate, shall provide a program for the work and an estimated cash flow for the duration of the Works. The cash flow shall be based on expected dates of submission of Payment Certificates.

The cash flow shall be updated each month to show payment to date in each category, changes in scope, program, progress and escalation which will affect the cash flow and total forecast costs from that date to completion.

Payment Certificates

Payment certificates shall be presented in a format acceptable to the Employer for input into a Project Cost Management System. The Engineer will provide the Contractor with details of the required format for the invoice and the data/information required to be displayed thereon.

On a monthly basis, the Contractor shall also report on the following:

- i. total expenditure towards preferential procurement, skills development and enterprise development
- ii. demographic info (nationality, gender, youth, RSA black individual) and expenditure for staff in:
 - a. professional/managerial positions
 - b. skilled, supervisory and senior administrative positions
 - c. semi-skilled and junior administrative positions
 - d. unskilled positions
- iii. total value of payments to:
 - a. Lesotho National Firms, including sub-contractors and suppliers
 - b. Black-Owned South African Firms, including sub-contractors and suppliers
 - c. All South African Firms, including sub-contractors and suppliers

Submission of Monthly Invoices

Following approval of the Payment Certificate, the Contractor shall submit a Tax Invoice in respect of the Works executed and deliverables provided and the associated costs incurred in that month.

Invoice Format

Payment requests shall be made on invoices that comply with the Lesotho Value Added Tax Act, Schedule 3, “Stipulations of a Value Added Tax Invoice” format.

Invoices shall comply with the Taxation regulations in terms of the Treaty and related amendments. The Employer will advise on the format for this.

Methods of Payment

Payments by the Employer will be made by direct transfer to the Contractor’s bank account.

The Contractor shall provide to the Employer the following information and documents:

- i) Formal written notice from the Company Secretary or Chief Executive designating which officials of the Contractor are authorized to issue bank instructions on behalf of the Contractor;
- ii) Certified original specimen signatures of the persons named in i) above;
- iii) Bank destination instructions duly signed by an official of the Contractor who is authorized under i.) above. Bank destination instructions must include:
 - Bank name and address;
 - Beneficiary name (*i.e. account title*);
 - Account number (*Sort Code, IBAN and SWIFT Code*);
 - Any special instructions.

The information must be in its original form: photocopies and/or facsimile copies will not be sufficient for the Employer’s purposes. This documentation must be delivered to the Employer at least fifteen (15) working days before the date of the first invoice. Should the Contractor wish to make any changes in the future in respect of destination bank accounts, such changes must be provided in accordance with the authorities provided to the Employer and delivered to the Employer in original form at least fifteen (15) working days before payment is required.

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LESOTHO HIGHLANDS WATER PROJECT
THE LESOTHO HIGHLANDS DEVELOPMENT
AUTHORITY**



TENDER DOCUMENTS

LHDA CONTRACT NO: 2240

**REHABILITATION OF 'MUELA DOWNSTREAM
SURGE SHAFT ACCESS TUNNEL**

PART 7 – SUPPLEMENTARY INFORMATION

SECTION XV - SUPPLEMENTARY INFORMATION

LHDA
LHDA Tower Building
Kingsway
Maseru, Lesotho

June 2026

Downstream Surge Shaft Access Tunnel Risk Assessment Register

No	Hazard	Category	Risk	Consequence/Impact	Likelihood	Risk rating		Mitigation Measures	Consequence/Impact	Likelihood	Risk rating	Class
					(Probability)	Raw Risk	Class			(Probability)		
1	Rocks on the floor	S	Back injuries from lifting of rocks/tools/equipment	3	3	9		Use of appropriate lifting equipment Awareness on proper lifting techniques Extra personnel use of proper PPE	3	1	3	
		S	Crushing of fingers	3	3	9		Use of appropriate lifting equipment Awareness on proper lifting techniques Extra personnel use of proper PPE	3	1	3	
		S	Foot injuries	3	3	9		Use of appropriate lifting equipment Awareness on proper lifting techniques Extra personnel use of proper PPE	3	1	3	
2	Working at Heights and Installation of lights)	S	Permanent Disability	3	3	9		Use of suitable and appropriate PPE Use of fall protection equipment Training on use of fall protection equipment Medical Surveillance	3	1	3	
		S	Injuries	3	3	9		Use of suitable and appropriate PPE Use of fall protection equipment Training on use of fall protection equipment Medical Surveillance	3	1	3	
3	Power Failure	S	Delays/failure in operations	4	3	12		Standby Power supply using the diesel generator	2	2	4	

		S	No Lighting	2	3	6		Portable lighting Vehicles lights Battery Torch	2	1	2	
4	Lifting equipment failure (crawl and chain block)	S	Equipment and structural damage	4	2	8		Pre-use inspection Equipment operators' training Safe Operating procedures	3	1	3	
5	Rock Falls in access tunnel	S	Fatalities	4	1	4		Use of suitable and appropriate PPE Adherence to set inspection schedule Induction training Barricading	3	1	3	
6	Slippery Floors	S	disabling Injuries	3	4	12		Use of suitable and appropriate PPE Induction Training Safe working procedures	3	1	3	
7	Trips and Falls	S	Injuries	2	1	2		Adequate Lighting must be provided Use of suitable and appropriate PPE Safe working procedures	2	1	2	
8	Confined Space	H	Respiratory Problems	4	2	8		Proper ventilation Availability and proper use of self-contained breathing apparatus (SCBA) Availability and proper use of gas monitoring equipment Training on use of SCBA and gas detectors Medical Surveillance First aider availability of first aid equipment	2	1	2	
9	Low Temperatures	H	Hypothermia	3	3	9		Use of suitable and appropriate PPE Medical Surveillance Induction training	2	1	2	

12	Exhaust fumes from operations vehicle	H	Suffocation due to lack of oxygen	4	2	8		Proper ventilation Availability and proper use of self-contained breathing apparatus (SCBA) Availability and proper use of gas monitoring equipment Training on use of SCBA and gas detectors Medical Surveillance First aider availability of first aid equipment	2	1	2	
14	Electrical cables laying in wet floor	S	Electrocution of Employees working in water	4	3	12		proper cable jointing adherence to safe working procedures	2	1	2	

NB: The risks rate will be revised as per the new color rating of LHDA's Risk Appetite

5
4
3
1 to 2

Please note that the white Hazards marked as to be confirmed when the Adit has been dewatered.

