

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



**LESOTHO HIGHLANDS WATER PROJECT**

**REQUEST FOR QUOTATION FOR**

**SUPPLY AND DELIVERY OF A HYDRAULICALLY ACTUATED TRCM**

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

JANUARY 2024

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## 1. BACKGROUND

The Lesotho Highlands Development Authority (LHDA) requires a competent trash rack cleaning machine (TRCM) Contractor to supply and deliver one (1) articulated TRCM to the site and to supervise the installation and commissioning of the TRCM.

The Lesotho Highlands Water Project (LHWP) is a multi-disciplinary, multi-phase, bi-lateral project undertaken by the Governments of the Kingdom of Lesotho and of the Republic of South Africa in accordance with a Treaty signed between the two countries in 1986. The Lesotho Highlands Development Authority (LHDA) is a statutory body constituted under the Lesotho Highlands Development Authority Order No. 23 of 1986. The LHDA is responsible for the implementation, operation and maintenance of the Lesotho Highlands Water Project (LHWP) in Lesotho. To fulfil their obligations in terms of operation of the LHPS, the LHDA Katse Branch requires a trash rack cleaning machine that will provide for frequent cleaning of the screened intake at the Matsoku Weir which provides water to the Katse dam via the Matsoku tunnel.

Within this document the different parties are defined as below:

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

## 2. OBJECTIVE OF ASSIGNMENT

The objective of the assignment is to engage the services of an experienced hydraulic articulating TRCM Contractor to provide one (1) hydraulic articulating TRCM, including the design, manufacturing, delivery (to a South African port and/or on site in Lesotho), installation supervision, commissioning, training, and defects notification period as detailed further in this RFQ document.

### 3. MATSOKU WEIR DEBRIS CHALLENGE DESCRIPTION

The Matsoku weir and tunnel is located approximately 24 km from the Katse dam on the Northern Access Road between Katse dam and Ha Lejone. The scheme provides water to the Katse dam by means of a screened intake. The weir is sited at a point on the Matsoku river where the river channel describes a convex curve to the west. The 20 m high diversion weir aligns with a right bank diversion tunnel which stretches 5.6 km and discharges to the Katse dam basin. The existing structure (shown in Figure 2) consists of a 20 m ogee-crested screened intake consisting of thirteen inlets, each fitted with three individual vertical screens that allows water from the river to be abstracted into the forebay at a level of 2083.3 masl. Below this level the storage is dead and expected to be replaced with sand and silt.



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





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

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



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





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

The Matsoku weir intake structure is frequently blinded with densely compacted debris that limits the flow to the intake tunnel. The intake structure design does not include a mechanism or system for cleaning trash and debris from the screens on a regular basis. As a result, debris is densely compacted on the screens over a prolonged period, thereby prohibiting flow into the forebay to the extent where screens have had to be removed to achieve flow into the forebay. Restricted flow into the intake structure in turn results in increased siltation in the river upstream of the intake.

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

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

More detail information of the Matsoku weir and the reference design can be found in the following Annexures:

Annexure 5: Reference design

Annexure 6: As built drawings

Annexure 8: Reference photographs



#### 4. REFERENCE DOCUMENTATION

The following documents form part of the Request for Quotation:

- a. 1003061-SPE-MM-0000 Performance Specification
- b. Reference design drawings as per Annexure 5 attached to this document:
  - i. 1002140-1000-Drg-Cc-0001\_A Reference Design – General Arrangement
  - ii. 1002140-1000-Drg-Cc-0002\_A Reference Design – Plan View
  - iii. 1002140-1000-Drg-Cc-0003\_A Reference Design – Elevations Sheet 01
- c. Lesotho Labour Code Order No24 of 1992

#### 5. SCOPE OF SERVICES TO BE PROVIDED

##### 5.1. GENERAL

The TRCM Contractor shall provide a hydraulic articulating TRCM and all ancillary equipment necessary for the optimal performance of the TRCM. The services and equipment to be provided by the TRCM Contractor shall include, but not be limited to the following:

- a. One (1) hydraulically operated articulating TRCM
- b. One (1) set of rail tracks for transverse movement of the TRCM across the screened intake, including the associated drive system and sundries for installation
- c. The Contractor shall host a Hazard and Operability (HAZOP) study via an online platform (Microsoft Teams or Similar) with the Employer and Consultant. The HAZOP study will be used by the Contractor to develop the safe operating procedures (SOP) for the equipment.
- d. Control cabinets including the programmable logic controller (PLC)
- e. Terminal box
- f. Lightning protection system
- g. Pendant (remote or similar) and receivers for operation of the TRCM
- h. Sensors, limit switches and encoders necessary to ensure safe operation of the TRCM in both automatic and manual operation modes

- i. First filling of hydraulic system and lubricants
- j. Nameplates
- k. Final equipment specification
- l. Factory acceptance testing
- m. Shipping of equipment to the port of Durban, South Africa. The Contractor shall also provide, as optional, an extra-over cost for delivering the equipment from the port of Durban to the Site in Lesotho.
- n. Erection and installation supervision
- o. Commissioning supervision including start-up and test runs and commissioning report
- p. Training for the Employer's operators and maintenance personnel
- q. Operation and maintenance (O&M) manuals and as built drawings
- r. Safe operating procedures (SOPs)
- s. Certifications
- t. Support during the 12-month defects notification period including 1 visit to site by an experienced technician to assess the condition and operation of the TRCM after 12 months of operation.
- u. 18-month equipment warranty from the date of the taking over certificate
- v. Project management of the project including monthly progress reports during the design and manufacturing of the TRCM

## **5.2. DOCUMENTATION**

The documents detailed below shall be provided by the TRCM Contractor in both hard copy and digital format. All documentation shall be in the English language.

### **5.2.1. Final equipment specification**

The TRCM Contractor shall submit a final equipment specification to the Employer prior to commencement of manufacturing and after completion of the HAZOP to be hosted by the TRCM Contractor. The final equipment specification shall be based on the information provided by the TRCM Contractor with the RFQ submission and updated as per the additional design done by the TRCM

Contractor following award of the contract. The final equipment specification should consist as a minimum of the following information:

- a. Overview of the proposed TRCM system
- b. Clear evidence of compliance with each requirement in the Employer's Requirements. A table shall be provided by the TRCM Contractor with a clear response to each requirement and supporting information shall be provided to prove compliance.
- c. Safe operating procedure for the TRCM based on the outcome from the HAZOP workshop
- d. TRCM loads on the weir structures for all load cases
- e. General arrangement drawings
- f. Control system schematic
- g. Power supply drawing
- h. Lightning protection and earthing description and drawings
- i. Remote monitoring system description and schematics
- j. List of critical spares
- k. Packing arrangement for the shipment of the TRCM
- l. Installation methodology

The equipment specification shall be submitted to the consultant with an allowance of a 2-week approval period prior to the start of manufacturing and the TRCM Contractor shall allow for comments from the Employer to be incorporated into the final equipment specification.

### **5.2.2. Project Schedule**

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

1. Finalization of the design
2. Manufacturing
3. Factory acceptance test (FAT)
4. Shipping to the port of Durban, South Africa. The Contractor shall also provide, as optional, an extra-over cost for delivering the equipment from the port of Durban to the Site in Lesotho.

5. The TRCM Contractor shall allow at least 1 calendar month for road transport if the Contractor is appointed, as an optional extra, for delivering the equipment from the port of Durban to the site.
6. Installation
7. Commissioning
8. Training
9. Hand-over

### **5.2.3. OPERATION AND MAINTENANCE MANUAL**

The TRCM Contractor shall provide a detailed O&M manual which shall include, but not be limited to the following:

- a. Installation requirements and step-by-step instructions
- b. A comprehensive description of the machine functions
- c. Key machine components schematics and explanatory breakdown descriptions
- d. Operation procedures
- e. Description of the software human machine interface (HMI) and graphical user interface (GUI)
- f. Programming guides to enable operators to change control system functionality
- g. Commissioning set-points of configuration and alarms
- h. Safety responsibilities
- i. Maintenance requirements and schedules
- j. Operator training pack
- k. Codes and standards
- l. A catalogue of all the replacement parts
- m. Operational log and report templates for maintenance and record keeping

The functional description shall clearly elaborate on the cleaning sequence, operation modes and features. Guidelines shall be provided for safe operation and shall warn on the hazards of non-standard operation.

The O&M manual shall provide clear operation and maintenance instructions. Equipment schematics and maintenance schedules shall accommodate the manual. Where programming of equipment is permissible, clear coding instructions will be provided as well as instructions guiding the user to resetting



the machine to the preprogrammed factory settings. Above and beyond, the O&M manual shall be able to serve as an outline for future training.

Two hardcopies and one soft copy (in PDF format) shall be provided at the completion of the project.

#### **5.2.4. QAQC PLAN**

A quality assurance and quality control (QAQC) plan shall be submitted at the start of the project. The QAQC plan will expand on the testing, inspection, and examination requirements at the various phases of the project and the resource and personnel allocation to achieve the end objectives.

The QAQC plan shall specify the standards, practices, processes, and instructions to be recorded and followed. The QAQC plan shall ensure that the methods and procedures followed delivers the quality guaranteed.

The QAQC plan shall document inspection and testing records, including Factory Acceptance Testing (FATs). Provision shall be made for two (2) representatives of the Employer and one representative of the Consultant to witness the FAT.

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

#### **5.2.5. CERTIFICATIONS**

Documents certifying that the machine meets relevant safety and environmental standards, such as CE, UL, or ISO certifications, shall be provided by the TRCM Contractor to prove regulatory compliance. The TRCM Contractor shall provide the following documents:

- a. Regulatory certifications: proof of compliance with relevant industry and safety standards, such as SANS (South African National Standards), CE (European Conformity), ISO (International Organization for Standardization), or other applicable standards.
- b. Environmental standards
- c. Certificates of origin and export documentation
- d. Material certificates of all large metal components and structures

#### **5.3. INSPECTIONS AND FACTORY ACCEPTANCE TESTING**

Confirmation of performance requirements of the TRCM shall be demonstrated to the Consultant and the Employer in the factory prior to delivery to site. Prior to the inspection and witness testing the TRCM Contractor shall do preliminary testing

and make adjustments as necessary. Records of the preliminary testing shall be provided to the Employer prior to the inspection and FAT.

The TRCM Contractor shall arrange for inspection and FAT by the Consultant's representative and the Employer's representatives after fabrication is complete and prior to despatch to South Africa. The TRCM Contractor shall make all arrangements and carry all costs for the Engineer and the Employer's representative to attend the inspection and witness tests.

Prior to the equipment being despatched from the TRCM Contractor's works, the TRCM Contractor shall provide an inspection and FAT report to the Engineer and shall confirm compliance of the equipment with the specifications.

#### **5.4. TRAINING**

The TRCM Contractor shall provide the necessary and sufficient training for up to 10 operational staff of the Employer to ensure that the TRCM can be operated by the Employer's operational staff. The TRCM Contractor shall submit a detailed training plan to the Employer for review and approval prior to providing training. Training shall include, but not be limited to the following:

- a. Classroom training (facilities to be provided by the Employer) and hands-on training on the commissioned TRCM
- b. Each trainee to be provided with a full set of training material in hard copy
- c. The training pack should be provided to the Employer in electronic format.
- d. Identification and explanation of all the mechanical, hydraulic, and electro-mechanical components within the system.
- e. A user level programming training, schedule setting and PLC operation.
- f. Give a description of the operating capabilities of the machine and outline its limitations.
- g. Outline the operating modes available for the machine and how to manage them i.e., manual & automatic mode.
- h. Training for checking of alarms and warning signals.
- i. Training for the testing of the device and its safety verification.
- j. A certificate of training shall be issued to all the participants.
- k. All trainees will be assessed by the trainer and an assessment report will be submitted to the Employer.

## 5.5. SPARES

Spares for long lead and non-local items shall be provided for during commissioning.

**Long lead items:** shall be defined as items taking longer than 14 days to arrive on site.

**Non-local items:** shall be defined as items not locally available in RSA or Lesotho

Items that operate in pairs shall have spares provided for in pairs. Frequent wear items and basic maintenance spares shall be easily procurable. The O&M manual shall specify a minimum of two viable suppliers with their contact details for each local spares category. Technical brochures from distributors shall be made available. Lubricants, filters, bearings, and any other maintenance specific items will be well defined to ensure that the correct products are procured and used during maintenance.

Touch-up corrosion protection systems will be supplied together with the TRCM for field repair during installation and commissioning.

## 5.6. WARRANTY

A warranty of at least 18 months from the date of project hand-over.

## 6. SCOPE BY OTHERS

The following services shall be provided by the Civil Contractor or the Employer:

- a. Offloading of the equipment on the site
- b. Site installation of the TRCM under supervision of the TRCM Contractor
- c. Providing a 400V, 3-phase power supply from the existing overhead line transformer to the TRCM electrical panel.
- d. Skip for the debris to the TRCM Contractor's specifications
- e. Training facilities for classroom training
- f. Earthing mat for the lightning protection. The TRCM Contractor shall advise what the earthing requirements are.
- g. Radio telemetry system for remote monitoring and diagnostics of the TRCM

### 6.1. RESPONSIBILITIES MATRIX

Table 1 gives a RASCI (responsible, accountable, support, consulted and informed) breakdown of the roles of the different parties involved. The TRCM Contractor will not be responsible for the civil and structural design and works,

dismantling or removal works, and inland transportation unless appointed for the latter as an optional extra. It is however expected from both the TRCM and Civil Contractors to work closely with each other to ensure a quality solution is provided. The TRCM Contractor shall provide supervision and will be responsible for the commissioning of their machine.

Table 1. RASCI for the TRCM

<b>Items</b>	<b>Responsible</b>	<b>Accountable</b>	<b>Supporting</b>	<b>Consulted</b>	<b>Informed</b>
<b>TRCM Design and Installation Design</b>	TRCM Contractor	TRCM Contractor	Employer and Civil Contractor	Employer and Civil Contractor	Employer
<b>Construction Planning and Management</b>	Civil Contractor	Civil Contractor	Employer	Employer and TRCM Contractor	Employer
<b>Onsite Workforce, Tools, and Lifting Equipment</b>	Civil Contractor	Civil Contractor	Employer	Employer and TRCM Contractor	Employer
<b>TRCM shipping to RSA</b>	TRCM Contractor	TRCM Contractor	Civil Contractor	Employer and Civil Contractor	Employer and Civil Contractor
<b>TRCM transport to Site</b>	TRCM Contractor (optional) or Employer	TRCM Contractor (optional) or Employer	Employer	Employer	Employer
<b>Civil Works Including Deconstruction and Installation</b>	Civil Contractor	Civil Contractor	TRCM Contractor	Employer and TRCM Contractor	Employer and TRCM Contractor
<b>Electrical Works and Connection</b>	Civil Contractor	Civil Contractor	TRCM Contractor	Consultant and TRCM Contractor	Consultant and TRCM Contractor
<b>Damages to Existing Site and Structure</b>	Civil Contractor	Civil Contractor		Consultant	Consultant
<b>Machine Programming and Initial Setup</b>	TRCM Contractor	TRCM Contractor	Consultant and Civil Contractor	Consultant and Civil Contractor	Consultant and Civil Contractor
<b>Health and Safety during Construction and installation</b>	Civil Contractor	Civil Contractor	TRCM Contractor	Consultant	Consultant



<b>Items</b>	<b>Responsible</b>	<b>Accountable</b>	<b>Supporting</b>	<b>Consulted</b>	<b>Informed</b>
<b>Commissioning of Civil Works</b>	Civil Contractor	Civil Contractor	TRCM Contractor	Consultant and TRCM Contractor	Consultant and TRCM Contractor
<b>Commissioning of TRCM</b>	TRCM Contractor	TRCM Contractor	Civil Contractor	Consultant and Civil Contractor	Consultant and Civil Contractor
<b>Compliance with Local Laws</b>	Consultant, Civil Contractor, and TRCM Contractor	Consultant, Civil Contractor, and TRCM Contractor	Consultant, Civil Contractor, and TRCM Contractor	Consultant, Civil Contractor, and TRCM Contractor	Consultant, Civil Contractor, and TRCM Contractor
<b>Training of Onsite Staff</b>	TRCM Contractor	TRCM Contractor	Consultant	Consultant	Consultant

## 7. STRUCTURE OF QUOTATION

The response to this Request for Quotations (RFQ) shall comprise of a detailed financial proposal (quotation) and information requested in the evaluation criteria section.

The TRCM Contractor's proposal shall include detailed engineering drawings, and technical specifications. The proposal shall clearly indicate conformance with the Employer's Requirements and any deviation from it.

The financial proposal for the TRCM shall be all-inclusive as specified here-in. Optional extras shall be priced as optional.

The following documents shall be provided with the RFQ:

### 7.1 TRCM operation parameters and functional capabilities

A detail description of the TRCM equipment and its functional capabilities. The technical specification shall accurately define the machine and its performance capabilities.

### 7.2 Specification of rail system

A detail description of the rail system specifications

### 7.3 Compliance with TRCM specification

The Contractor needs to confirm compliance to the TRCM specifications contained in Annexure 2. Any deviation from the requirements shall be clearly documented.

### 7.4 Compliance with all the Employer's Requirements

The TRCM Contractor shall provide clear evidence of compliance with each requirement in the Employer's Requirements. A table shall be provided by the

TRCM Contractor with a clear response to each requirement and supporting information shall be provided to prove compliance.

The drawings and schematics of the machine's design shall include the operating range, overall and mounting dimensions, information on the materials used for construction and installation and connection details. Required drawings are the general arrangement drawings, electrical wiring diagrams, hydraulic schematics and any other drawings that may support the TRCM Contractor's proposal and the installation, operation, and maintenance of the machine.

#### 7.5 Design drawings, schematics and calculations

All general arrangement drawings and schematics to explain how the TRCM will be installed and operated at the Matsoku weir. Includes electrical and control diagrams.

#### 7.6 Operation and protection of the TRCM

A document that explains the control functionality of the TRCM control system with information pertaining to the following:

- Control system functionality
- Alarms and warnings provided by the control system
- HMI functionality
- Access control functionality
- c. Remote monitoring functionality

#### 7.7 Quality assurance procedures

The quality control and quality assurance procedures that will be used by the Contractor during the design, manufacturing, shipment and commissioning of the TRCM.

#### 7.8 Company Experience

The quotation shall include details of experience in similar assignments. A minimum of three clients are required. The client details will include the following:

- Name of client
- Contact person
- Contact details
- Size and technical details of TRCM supplied including years of service in operation

#### 7.9 Supply and delivery schedule

A detailed schedule to explain the design, manufacturing, delivery, installation, commissioning and training of the TRCM.

7.10 Confirmation of LHWP Anti-Corruption Policy

The TRCM Contractor shall comply with the provisions of the LHWP Anti-Corruption Policy, which is given in Annexure 3.

7.11 Tax Requirements

The TRCM Contractor will be required to comply with the provisions of the Tax Requirements, which is given in Annexure 4. The TRCM Contractor is not required to register for taxation (Income and VAT) with the Lesotho Revenue Authority (LRA), but the TRCM Contractor shall comply with the relevant and applicable taxation laws of Lesotho.

7.12 Confirmation Of Company Registration Details

The TRCM Contractor will also be required to provide proof of company registration (Trader's Licence) and tax compliance (Tax Clearance).

**8. EVALUATION CRITERIA**

The evaluation shall be based on the criterion given in the table below which entails a technical assessment (items 1 – 9) and a financial assessment (item 10) where each account for 70% and 30% respectively.

In order for Bidders to have their financial proposal evaluated, they must obtain a minimum technical score of 49 points (70%). It should be noted that the financial component of the proposal will be evaluated using the equation below:

$$F_s = \frac{P \times 30}{P_o}$$

Where

- F<sub>s</sub> = Score for Financial Component.
- P = Lowest Priced Bid
- P<sub>o</sub> = Price of Tender being evaluated.

The bidder that obtains the highest combined score for the financial and technical proposals may be considered as the successful bidder.

CRITERIA	POINT ALLOCATION
<b>Technical Proposal</b>	
1. Compliance with all the Employer's Requirements. The TRCM Contractor shall provide clear evidence of compliance with each requirement in the Employer's Requirements and shall provide a	20

CRITERIA	POINT ALLOCATION
signed letter confirming that the TRCM complies with the Employer's Requirements.	
<p>2. TRCM operation parameters and functional capabilities. The following shall be provided as a minimum and it shall be compliant with the Employer's Requirements and the Performance Specifications:</p> <ul style="list-style-type: none"> <li>• Weight of the machine with load and no load</li> <li>• Vertical reach</li> <li>• Safe working load</li> <li>• Lifting and lower speed</li> <li>• Horizontal rotation angle</li> <li>• Rake width</li> <li>• Control functions</li> <li>• Hydraulic system design and operation principle</li> <li>• Energy requirements</li> <li>• Serviceability</li> <li>• Sound and vibration</li> <li>• Protections, safety devices</li> <li>• Proposed layout</li> <li>• Screen removal capabilities</li> </ul>	15
<p>3. Compliance with TRCM performance specification provided in Annexure 2. The TRCM Contractor shall present clear evidence of compliance with the performance specification and shall submit a signed letter confirming that the TRCM does comply with the Performance Specification</p>	15



CRITERIA	POINT ALLOCATION
<p>4. Operation and protection of the TRCM (TRCM controller and monitoring equipment). The control shall monitor and provide alarm indication and subsequent shutdown to avoid the TRCM operating outside of its safe operating conditions and in accordance with the Employer’s Requirements and the Performance Specifications</p>	5
<p>5. Quality assurance procedures</p> <ul style="list-style-type: none"> <li>• Company accreditation</li> <li>• International standards</li> <li>• QAQC plan</li> </ul>	4
<p>6. Company Experience: Provide at least three contact details of Clients where similar products have been supplied and successfully commissioned</p>	6
<p>7. Supply and delivery schedule</p>	5
<p><b>Technical total points</b></p>	<p><b>70</b></p>
<p><b>Note: A minimum score of 49 points (70%) is required for further evaluation of the financial proposal</b></p>	
<p><b>Financial Proposal</b></p>	
<p>8. Financial Capability which will depend on functions listed from clause 1 to 6 above and Financial Proposals will be evaluated using the following formula:</p>	30

CRITERIA	POINT ALLOCATION
<p><b>Equation</b> : <math display="block">F_s = \frac{P_o \times 100}{P}</math></p> <p>Where,</p> <p><b>F<sub>s</sub></b> = Financial score of company being considered</p> <p><b>P<sub>o</sub></b> = Lowest Price</p> <p><b>P</b> = Price of the company being considered</p>	
<b>Total points</b>	<b>100%</b>

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



**LESOTHO HIGHLANDS WATER PROJECT**

**REQUEST FOR QUOTATION FOR**

**SUPPLY AND DELIVERY OF A HYDRAULIC ARTICULATING TRCM**

**DATA SHEET**

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

JANUARY 2024

# Data Sheet

<b>A. Introduction</b>	
	The number of the Invitation for Request for Quotation is: 1
	The Employer is: Lesotho Highlands Development Authority
	The number and identification of the Contract comprising this is: <b>LHDA Contract No.... SUPPLY AND DELIVERY OF A HYDRAULIC ARTICULATING TRASH RACK CLEANING MACHINE</b>
	The name of the Project is: <b>MATSOKU WEIR IMPLEMENTATION OF A TRASH RACK CLEANING MACHINE</b>
	The individuals or firms in a joint venture or association shall be jointly and severally liable.
<b>B. Tendering Documents</b>	
	For <b><u>clarification purposes</u></b> only, the Employer's address is:  Electronic mail address: <a href="mailto:procurement@lhda.org.ls">procurement@lhda.org.ls</a>  The minimum number of days prior to the deadline for submission of Proposal to receive any request for clarification is: <b>Twenty-one (21)</b> days.  The minimum number of days prior to the deadline for submission of Proposal that the Employer will respond is: <b>Fourteen (14)</b> days.
<b>C. Preparation of Request for Quotation</b>	
	The language of the tender is: <b><u>English</u></b>
	The prices quoted by the TRCM Contractor shall be: <b>Fixed</b>
	Unit of Currency is the United States Dollar (USD)  It should be noted that the Lesotho Loti (LSL) is equivalent (pegged one to one) to the South African Rand (ZAR)
	The Proposal validity period shall be <b>120</b> days.
	The TRCM Contractor shall submit one (1) original of the Proposal plus five (5) copies and one (1) electronic copy in the form of a CD ROM/ FLASH DRIVE in portable document format (pdf); however the Work Programme shall also be submitted in its native format (MS Project).
<b>D. Submission and Opening of Proposal</b>	
	For <b><u>Proposal submission purposes</u></b> only, the Employer's address is :  LHDA Lesotho Bank Tower 7 <sup>th</sup> Floor Kingsway Road Maseru Lesotho.

**The deadline for Proposal submission is:**

Date: 12<sup>th</sup> April 2024.

Time: **12:00 noon CAT**

TRCM Contractor **shall** have the option of submitting their Proposal electronically.

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**LESOTHO HIGHLANDS WATER PROJECT**

**REQUEST FOR QUOTATION FOR**

**SUPPLY AND DELIVERY OF A HYDRAULICAL ARTICULATING TRCM**

**ANNEXURE 1: EMPLOYERS REQUIREMENTS**

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

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**LESOTHO HIGHLANDS WATER PROJECT**

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**SUPPLY AND DELIVERY OF A HYDRAULIC ARTICULATING TRCM**

**ANNEXURE 2: PERFORMANCE SPECIFICATION**

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Maseru, Lesotho

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LESOTHO HIGHLANDS WATER PROJECT  
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**LESOTHO HIGHLANDS WATER PROJECT**

**REQUEST FOR QUOTATION FOR**

**SUPPLY AND DELIVERY OF A HYDRAULIC ARTICULATING TRCM**

**ANNEXURE 3: LHWP ANTI-CORRUPTION POLICY**

LHDA  
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Kingsway  
Maseru, Lesotho

JANUARY 2024



## **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 Proposal and the award of contracts.
9. Henceforth every contract entered into under the Project shall provide for the incorporation of this Policy into such contract.
10. The provisions of this Policy shall apply to the employment and the conduct of employees of the Project Authority.
11. The provisions of this Policy shall apply to recipients of compensation in terms of the Project.
12. For the purposes of this Policy corruption shall include the following:
  - 12.1. A “corrupt practice”, such being the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of any person or entity in connection with the Project.
  - 12.2. A “fraudulent practice”, such being any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, any person or entity in connection with the Project, to obtain a financial or other benefit or to avoid an obligation.
  - 12.3. A “collusive practice”, such being an arrangement between two or more parties designed to achieve an improper purpose, including to influence

improperly the actions of any person or entity in connection with the Project. Such practices may include:

- 12.3.1. Corporate conflict of interest, where two or more firms are engaged in joint pursuits elsewhere with a common business goal such that the firm or its employees “have the potential or ability to influence or be influenced in their judgment or evaluation of an offer, bid or tender of one of the firms engaged with them elsewhere such that the evaluation/assessment cannot be completely impartial/unbiased and objective”; or
- 12.3.2. Perceived conflict of interest, defined as “when a third party observing the procurement process considers the process to be influenced or biased based on the perception of business or other relationships between the corporate entities”.
- 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 Proposals, as well as the award of contracts, will have regard to the use of agents by contractors or consultants, both in the procurement or execution of previous contracts as well as their intended involvement in the Project. Here the Project Authority will be entitled to assume, unless shown otherwise, that such use or intended use of agents involved or will involve corruption.

#### **Confidential Business Information/Client Privilege**

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

#### **Specific Obligations of Prospective Contractors and Consultants:**

17. Every prospective contractor or consultant shall at the earliest opportunity in any bid or tendering process disclose to the Project Authority any prior involvement by it or any of its current or former employees in corruption.
18. Every prospective contractor or consultant shall disclose both its past and present use of agents in the procurement or execution of contracts and such disclosure will specifically include the contractual arrangement with such agent including the basis upon which such agent was or will be remunerated.

19. Every prospective contractor or consultant shall at the earliest opportunity in the bidding or tendering processes or at any point during the execution of a contract, disclose to the Project Authority any conflict or potential conflict of interest, whether personal or corporate, whether real or perceived, including but not limited to any employee of the Project having an interest, financial or otherwise, in the contractor or consultant or such contractor's or consultant's proposed involvement in the Project.
20. All contractors and consultants, as well as their employees and agents, as well as employees of the Project Authority, involved in the Project, shall commit themselves to taking all appropriate measures to prevent corruption and shall immediately report to the Project Authority any corruption that comes to their attention, and any failure to so report shall be deemed to constitute corruption.
21. The Project Authority shall do everything in its power to protect the identity of employees who act in terms of their aforesaid obligation to report instances of corruption. In addition, the Project Authority shall seek to ensure that such employees are not victimised or otherwise discriminated against as a result of their so reporting.
22. The Project Authority has implemented a "whistle-blower" policy which shall be available for anonymous reporting of corruption or perceived corruption to ensure early warning and reaction by the Authority. All reports shall be treated as confidential and will provide protection/asylum to any party making a disclosure. The reports from the hotline number go to an independent hotline service provider. After a preliminary investigation, they report 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 co-operate with any such investigation and shall make available to the Project Authority any records or other evidential material as the Project Authority may require for purposes of such investigation.
30. The investigation referred to in paragraphs 28 and 29 shall be conducted by independent investigators appointed by the LHDA Board or the LHWC.

### **Ethics, Training and Compliance:**

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

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**LESOTHO HIGHLANDS WATER PROJECT**

**REQUEST FOR QUOTATION FOR**

**SUPPLY AND DELIVERY OF A HYDRAULIC ARTICULATING TRCM**

**ANNEXURE 4: TAX REQUIREMENTS**

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

JANUARY 2024



## **Tax Requirements**

### **Tax Registration**

The Consultant/Contractor shall be required to register for taxation (Income and VAT) with the Lesotho Revenue Authority (LRA), unless LHDA specifically consents to waive this requirement in writing.

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

### **Taxation**

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

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

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

### **Invoice Compliance and Tax Declaration**

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

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

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**LESOTHO HIGHLANDS WATER PROJECT**

**REQUEST FOR QUOTATION FOR**

**SUPPLY AND DELIVERY OF A HYDRAULIC ARTICULATING TRCM**

**ANNEXURE 5: REFERENCE DESIGN DRAWINGS**

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Maseru, Lesotho

JANUARY 2024

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**LESOTHO HIGHLANDS WATER PROJECT**

**REQUEST FOR QUOTATION FOR**

**SUPPLY AND DELIVERY OF A HYDRAULIC ARTICULATING TRCM**

**ANNEXURE 6: AS BUILT DRAWINGS**

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THE LESOTHO HIGHLANDS DEVELOPMENT AUTHORITY**



**LESOTHO HIGHLANDS WATER PROJECT**

**REQUEST FOR QUOTATION FOR**

**SUPPLY AND DELIVERY OF A HDYRAULIC ARTICULATING TRCM**

**ANNEXURE 7: AGREEMENT**

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

JANUARY 2024

AGREEMENT

BETWEEN

X (TRCM CONTRACTOR)

AND

LESOTHO HIGHLANDS DEVELOPMENT AUTHORITY

## 1. DEFINITIONS AND INTERPRETATIONS

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

## 2. NON-EXCLUSIVITY

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

## 3. TRCM CONTRACTOR REPRESENTATIONS AND WARRANTIES.

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

3.4. LHDA reserves the right to reject or refuse to honour payment for faulty of otherwise defective goods or services which do not conform with the specification

#### 4. INDEMNIFICATION

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

4.2. The above indemnification provision shall survive the expiration or termination of this Agreement.

#### 5. CONFIDENTIALITY

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

#### 6. THE TRCM CONTRACTOR'S OBLIGATIONS

6.1. The TRCM Contractor shall provide the following goods and/ or services to LHDA:

- a. Supply 1x hydraulic articulating TRCM complete with all the necessary control and protection to make the TRCM fit for purpose
- b. Deliver the TRCM to the port of Durban or if appointed to do so, as an optional extra, delivery the equipment from the port of Durban to the site in which case the delivery shall include all the RSA border clearance logistics and transport in South Africa and Lesotho.
- c. Provide all the necessary documentation for the purpose of registration of the TRCM.
- d. Onside training of technicians on the operation and basic maintenance of the TRCM.

- e. Supply of operation and maintenance manuals with general arrangement drawings of TRCM layouts.
- 6.2. LHDA shall have the right to make any changes, additions or alterations in the items, quantities, destinations, specifications, drawings, designs or delivery schedules of the items and/or services in 6.1
- 6.3. The parties will undertake to negotiate an appropriate adjustment in price and terms where the TRCM Contractor's direct costs are materially affected by such changes.
- 6.4. Any request by the TRCM Contractor for an adjustment in price or terms must be made within 30 days of any such change. All changes and adjustments, if any, must be in writing and signed by a duly authorized representative of LHDA.
- 6.5. TRCM Contractor must quote LHDA's order number on all invoices and any other communications to LHDA, failure to quote the order number may result in delay or impossibility of settling the TRCM Contractor's invoice.

## 7. LHDA'S OBLIGATIONS

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

## 8. BREACH

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

## 9. NOTICES

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



## 10. CESSION AND ASSIGNMENT

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

## 11. DISPUTES

11.1. Where a dispute arises between the parties in relation to any matter pertaining to this Agreement or any cancellation thereof, each party hereby undertakes to the other to negotiate and endeavour to resolve such a dispute as soon as possible by mutual Agreement and without a formal dispute being declared.

11.2. If the parties are not able to reach, a solution to the dispute within seven days (7) then any of the parties will be entitled to institute a legal process in any appropriate court of law in, which may have jurisdiction to adjudicate the matter.

## 12. FORCE MAJEURE

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

## 13. INSPECTION

13.1. LHDA may inspect the goods during any stage of their manufacture, construction, preparation, delivery or completion. Goods rejected promptly shall be removed by the TRCM Contractor at its expense and its risk. Final acceptance shall not be conclusive with respect to latent defects or misrepresentatives.

13.2. Nothing in this Agreement shall relieve the TRCM Contractor from obligation testing, inspection and quality control. Goods maybe be rejected for defects or defaults revealed by inspection, analysis or subsequent manufacturing operations even though such items have been accepted at LHDA's sole discretion.

## 14. LABOUR DISPUTES

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

15. SET-OFF

15.1. LHDA shall have the right to reduce and set-off against amounts payable hereunder any indebtedness or other claim, which LHDA may have against the TRCM Contractor under this Agreement or any other Agreement between the parties.

16. LIMITATION ON BUYER'S LIABILITIES

16.1. In no event shall LHDA be liable to the TRCM Contractor for anticipated profits or for incidental, special or consequential damages,

16.2. LHDA's liability for a claim of any kind or any loss or damage arising out of or in connection with or resulting from this Agreement, or from any performance or breach, shall in no case exceed the price allocable to goods or services or unit which directly gives rise to the claim.

17. THE ENTIRE AGREEMENT

17.1. The parties hereby acknowledge that this Agreement concluded between them constitutes the entire Agreement and no other conditions or warranties have been made by any party or that party's agent other than as specifically included herein.

17.2. No latitude, extension of time or other indulgence which may be given or allowed by either party to the other, in respect of any payment provided for in this Agreement or performance of any other obligation, shall under the circumstances be construed to be an implied consent by that party to operate as a waiver or otherwise affect any of that party's rights in terms of or arising from this Agreement, or prevent such party from importing at any time and without notice, strict compliance with provisions and terms of this Agreement.

17.3. The parties agree that no variation or addition to, consensual cancellation or novation of this Agreement in its entirety or of any term or condition thereof shall be of any force unless it has been reduced to writing and signed by either the parties or their authorized representatives.

18. SEVERABILITY

18.1. If any provision of this Agreement is held to be invalid, unenforceable or illegal, such provision shall be deemed to be pro non scripto, but without affecting,

injuring or invalidating any of the remaining provisions of this Agreement which shall continue to be of force and effect.

19. COMMENCEMENT & TERMINATION

19.1. This Agreement entered into herein shall commence on the .....and shall run for a period of...

19.2. LHDA may terminate this Agreement in the event of any default by the TRCM Contractor.

19.3. LHDA reserves the right to terminate this Agreement for its sole convenience, without reason or cause, by giving seven (7) days notice.

19.4. In the event of termination, the TRCM Contractor shall stop all work and shall forthwith cause all of its TRCM Contractor s and subcontractors to cease work.

19.5. Within 30 days after receipt of a termination notice, the TRCM Contractor shall submit its claim and LHDA reserves the right to verify the claim by auditing all relevant records.

19.6. The TRCM Contractor shall not be paid for any work performed after receipt of the notice of termination, nor for any costs incurred by the TRCM Contractor or subcontractors, after receipt of the notice of termination.

19.7. In no event shall LHDA be liable for loss of profits and other cancellation charges.

20. JURISDICTION

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

21. SIGNATURE

THUS DONE AND SIGNED AT MASERU ON THIS ..... DAY OF ..... 2024

SIGNATURE: ..... NAME: .....  
LHDA CHIEF EXECUTIVE

SIGNATURE: ..... NAME: .....

WITNESS

THUS DONE AND SIGNED AT ..... ON THIS .....DAY OF..... 2024.

SIGNATURE: ..... NAME: .....  
FOR TRCM CONTRACTOR (DULY AUTHORIZED)

SIGNATURE: ..... NAME: .....  
WITNESS

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



**LESOTHO HIGHLANDS WATER PROJECT**

**REQUEST FOR QUOTATION FOR**

**SUPPLY AND DELIVERY OF A HYDRAULIC ARTICULATING TRCM**

**ANNEXURE 8: REFERENCE PHOTOGRAPHS**

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

JANUARY 2024



**Figure 5. The Matsoku weir and divergence tunnel as viewed from the weir. The intake structure sits on the right bank of the Matsoku river. Water either enters the intake structure to flow to the Katse Dam or it spills over the weir.**



**Figure 6. Entrance and access to the roof slab of the intake structure as viewed from the right bank. The roof slab is only accessible through a gate next to a guard house which is visible in the top right of the photo. The building provides access into the intake structure.**





**Figure 7. The intake as viewed from above. Sedimentation buildup can be seen at the intake**



**Figure 8.**The intake structure as viewed from the river where sedimentation buildup has occurred. Flow through the screens is completely restricted by densely compacted debris with the screens of three screen bays removed to allow flow into the intake structure.



**Figure 9.** Densely compacted debris on the screens





Figure 10. Inside the intake structure. The divergent tunnel is on the left. On the right are the thirteen screens. Some screens are completely blinded.



Figure 11. One of the screen panels that had been removed and placed on the roof slab of the intake structure.





**Figure 12. Two bar screen panels removed from the intake structure**



**Figure 13. Access into the intake structure through the roof slab**



**Figure 14.** The screen guide channels as viewed from the top of the roof slab. The guides taper at the top.





**Figure 15. The ogee weir as viewed from the roof slab of the intake structure**



**Figure 16. Sediment buildup in front of the inlet structure and weir. Hand rails are installed around the platform for safety.**



**Figure 17. Sediment buildup in the river in front of the screens. The upstream end of the river can be seen towards the centre of the photo.**