

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



LESOTHO HIGHLANDS WATER PROJECT

REQUEST FOR QUOTATION (RFQ)

CONTRACT LHDA No. 2194-A1

**DESIGN, SUPPLY AND INSTALLATION OF HOUSEHOLDS
SOLAR SYSTEM FOR 115 HOUSEHOLDS AT HA SEPHAPHO
(CONTRACT 2194-A1)**

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

1 February 2025

1. BACKGROUND

The LHDA intends to procure the services of a contractor to supply, deliver and install solar energy equipment to cover a total of 115 households at Ha Sephapho in the Katse. The contractor will also be expected to provide training to at least 2 women and 2 youths in each of the target villages as skills transfer to enable them to maintain the systems.

2. OBJECTIVE OF ASSIGNMENT

The Contractor will be required to provide portable home solar systems for a total of 115 households for Ha Sephapho village at Katse. The supplied household solar energy unit should be able to provide a household with energy for a maximum of two (2) rooms per household, be able to charge phones, power other appliances within the households such as transistor radios and provide household lighting for the houses and the surrounding. The system should also include rechargeable lanterns that can be carried around the household.

3. CONTRACT CONDITIONS

The Conditions of Contract are the FIDIC Short-Form of Contract (Green Book), 2nd Edition, 2021.

4. PROJECT DESCRIPTION

The Contractor will be required to provide portable home solar systems for a total of 115 households for Ha Sephapho village at Katse. The supplied household solar energy unit should be able to provide a household with energy for a maximum of two (2) rooms per household, be able to charge phones, power other appliances within the households such as transistor

radios and also provide household lighting for the houses and the surroundings. The system should also include rechargeable lanterns that can be carried around the household.

The services for the assignment have been divided into five (5) tasks, as follows:

- v) Task 1 – Design of solar household's systems
- v) Task 2 - Procurement and delivery of individual standalone household solar energy units for 115 households at Ha Sephapho
- v) Task 3 – Training of at least two (2) youths and two (2) women for each Lot on installation and maintenance of solar systems
- v) Task 4 – Installation of solar equipment
- v) Task 5 – Assessment and Close Out

The Client, LHDA, will review the Contractor's performance throughout each stage against the detailed tasks and deliverables specified below.

1.1. Task 1 – Design of household's solar system

The Contractor will be expected to design household's solar electrification components that have the following components for the 115 households at Ha Sephapho:

Table 1: Specifications for components to be supplied

Description	Per household	Number of households	Total Spares by village	Total components
SPV module 12V 40Wp (solar Panel)	1	115	10	125
Battery 12V 40Ah	1	115	10	125
SPV module stands	1	115	8	123
LED Lamp Unit	4	115	40	500
Charge 12V 10 Amp Unit with protection (Overload, Polarity and Short-circuit)	1	115	16	131
Solar Lanterns	1	115	4	119

The Contractor is allowed to suggest different specifications that can provide an equal or superior service for the target households for consideration by the client. The specifications may be based on new and locally available technologies. In addition to the components, there should be electronic tools, properly sized conductors to be used to connect solar electrification units to selected households and for future maintenance and repairs. All systems should have adequate earthing in line with the standards. The Contractor shall be required to visit the piLot project areas of the LHDA on solar electrification for familiarization and if possible, for alignment of the systems.

The home systems should have a minimum of the following performance specifications but not limited to them:

- c) Lighting for at least two (2) one-roomed houses or a two-room house. The lighting should also cover the outside of the household for security purposes.
- c) The system should also be able to charge phones, operate a transistor radio and a television set.
- c) Provision of solar lanterns provided for each household.

1.1.1. Deliverables

The Contractor shall prepare the Concept design and detailed specifications to be reviewed and approved by the Client.

1.5 Task 2 – Procurement and delivery of individual standalone household solar energy units for 115 households at Ha Sephapho

The Contractor shall be expected to procure and deliver to each of the sites the requisite number of units for all the target households. He shall also be responsible for arranging for storage of all equipment on site during the period of installation.

The system should comply with South African Bureau of Standards (SABS) –South African National Standards (SANS) and any other relevant standards.

1.1.1 Deliverables

The Contractor shall be expected to:

- a) Procure and deliver to site a total of 115 households' solar units at Ha Sephapho which would include spare parts and provide storage for the period of implementation/installation with two-year warranty.

2.5 Task 3 – Training of communities on installation and maintenance of solar systems

In the previous Pilot project, the LHDA trained a team of six (6) solar artisans. The LHDA will require the Contractor to continue engaging these artisans as part of their training and further skills transfer. The Contractor will therefore be expected to hire at least two (2) of the solar artisans for on the job-training to upgrade their skills and familiarization with the technology in use. The Contractor shall also be required to identify two (2) ladies and two (2) youths in the target village for training as solar artisans to enable them to do basic repairs and maintenance of the systems after completion of the project.

2.1.1 Key Deliverables

The following are the key deliverables:

- c) To train the two (2) solar artisans on the installation and maintenance of the systems
- c) Train at least two (2) women and two (2) youths in the target villages on the installation and maintenance of solar systems
- c) Provide to the LHDA (Client) a training report and a letter of competence to the solar artisans.

3.5 Task 4 – Installation of solar equipment

The Contractor shall be expected to ensure installation of the solar equipment according to the agreed specifications and standards. He shall be required to ensure that all the components are fully functional and provide maintenance of the equipment for factory faults for a minimum period of a year after installation.

4.51 Key Deliverables

The following shall be the key deliverables:

- d) Installation according to specifications to all the 115 households at Ha Sephapho using the trained solar artisans.
- d) Ensure that the system and all components work as expected.
- d) Liaise with the Department of Energy or any other agency appointed by the LHDA for commissioning of the system.
- d) Issue handover certificates signed by both the affected household and approved by the LHDA certifying to the functionality of the system.

5.5 Task 5: Assessment and Close-Out

The Contractor shall be expected to provide a completion report after completion of the project that shall be agreed to and verified by the Client. The Client shall be entitled to inspect the completed work to ensure that it meets the specifications as agreed at the inception of the project. The contract shall not be taken as completed if the completion report is not provided.

5.1.1 Key Deliverables

- c) A completion report that details the works and systems provided for every household.
- c) Issue a handover certificate signed by both the affected household and approved by the LHDA certifying the functionality of the system.
- c) Provide a clear after sales service plan for support of the households for repairs, access to spare parts and also for expansion of the systems by the households according to each household's requirement.

5. SAFETY REQUIREMENTS

The contractor is to adhere to the requirements of the Lesotho Occupational Safety and Health Act of 2024, and as a minimum must provide the following PPE to all workers engaged in the works

- i. Hard hat (helmet)
- ii. Safety goggles
- iii. Safety shoes
- iv. Gloves
- v. Overall

- vi. Reflective vest

6. ENVIRONMENTAL REQUIREMENTS

The contractor is to adhere to the requirements of the Lesotho Environmental Act 10 of 2008 and in particular

- i. Establish an area to keep solid waste (especially cement bags)
- ii. Dispose off solid waste at Polihali Landfill
- iii. Provide and maintain mobile latrines for use by workers

7. PROJECT DURATION

The project duration shall be six (6) months inclusive of Mobilization and Demobilization.

8. PROJECT COMPLETION

At the end of the project, a joint inspection will be conducted by LHDA (Client) and the Contractor. When the Client is satisfied that the Contractor has completed the scope of the contract, the facilities will be taken over by the Client, which will mark the beginning of the Defects Notification Period (DNP). The Client will issue a Taking Over Certificate at the start of the DNP, which will have a record of all the minor defects that have been noted by the parties. Fifty percent (50%) of the retention money will be release at the start of the DNP. The Contractor will be required to remedy the said defects during the six months DNP

The Client shall monitor the remedying of the defects by the Contractor during the Defects Notification Period. At the end of the DNP, another joint inspection will be carried out by the parties to ensure that all the defects have been remedied together with any that may have emerged during the DNP. Upon the satisfactory remedying of all defects The Client will release the balance of the retention.

9. STRUCTURE OF THE QUOTATION

The response to this Request for Quotations (RFQ) should be comprised of detailed financial proposal or quotation (which should be provided without VAT), CVs and the technical proposal briefly detailing the methodology and resources to be used in executing this assignment. The technical brief should be clear and concise and should demonstrate the Contractor's clear understanding of this assignment.

The Quotation should indicate how long the proposed works will take and the quotation should be valid for ninety (90) calendar days.

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

10. SITE MEETING AND VISIT

Key dates with regard to submissions of proposals are as follows:

Event	Date	Time
Pre-Proposal Meeting at Motebong Lodge at Ha Lejone Leribe , Lesotho.	27 February 25	09:00
Site visit at Ha Sephapho Leribe Lesotho	27 February 25	10:00
Deadline for submission of requests for clarification from LHDA	13 March 25	-
Last date for issuance of clarifications by LHDA	27 March 25	
Deadline for submission of Proposals (Closing Date)	11 April 25	12:00 noon

11. SELECTION CRITERIA

The evaluation shall be based on the criterion given in the table below which entails a technical assessment (items 1 – 4) and a financial assessment (item 5) where each account for 50% of the total evaluation score.

In order for Bidders to have their financial proposal evaluated, they must obtain a minimum technical score of 30 marks (60%). It should be noted that the financial component of the proposal will be evaluated using the equation below:

Where

F_s = Score for Financial Component.

P = Lowest Priced Bid

P_o = 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.

Table 2: Selection Criteria

No.	Criterion	Maximum Score
1.	RFQ Presentation	
1.1	Clarity	2
1.2	Completeness	2
1.3	Compliance with Instructions to Tender	2
2.	Organisational Experience	

2.1	General Experience in Similar Projects List at least five projects executed in the last five years. State role in these projects such as main Contractor, Sub-Contractor or JV Member with value portion in these projects,	15
2.2	References For projects listed above, provide letters of reference from the client detailing the scope, project costs and Contractor's performance.	6
3	Approach and Methodology	
3.1	Methodology The Bidder shall demonstrate a clear understanding of the scope of works as described in Section 4 of this RFQ. This shall be supported by a method statement describing how different activities will be executed. The Bidder should also demonstrate that they understand the EPC model of project implementation.	10
3.2	Work Programme The Bidder shall provide a construction programme indicating timing and duration of activities that are consistent with the project objectives. Further the relationship between activities should be realistic and consistent with the proposed methodology.	6
3.3	Project Organization The Bidder should provide a project specific organogram identifying all parties, their roles and responsibilities. The Tenderer should ensure that all member of the project team including any specialist suppliers and/or subcontractors identified, cover all the components of the contract.	6
3.4	Conceptual Design The Bidder will provide a conceptual Design of Household Solar System	15
3.5	Key Staff The Bidder shall demonstrate that proposed key personnel satisfy the minimum requirements specified below. Scores for the following positions will be based on the qualifications, relevant experience and the size and complexity of the projects.	
	Project Manager Diploma In any of the Built Environment qualification and a certification in project management plus 10 years post qualification experience	15
	Site Installation Technician Diploma in Electrical Engineering with experience in Project Management plus 3 years post qualification experience	12
	Health and Safety Officer First Aid Certification or equivalent plus 5 years post qualification experience.	9
	TOTAL	100

12. SUBMISSION

Proposal should be submitted on or before (12 noon) on Friday, 11 April 2025 at LHDA Tower Building, Ground Floor (formerly the Lesotho Bank Tower Building).

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LESOTHO HIGHLANDS WATER PROJECT

REQUEST FOR QUOTATION FOR

CONTRACT LHDA No. 2194-A1

**DESIGN, SUPPLY AND INSTALLATION OF HOUSEHOLDS
SOLAR SYSTEM FOR 115 HOUSEHOLDS AT HA SEPHAPHO
(CONTRACT 2194-A1)**

ANNEXURE 1: TAX REQUIREMENTS

TAX REQUIREMENTS

Tax Registration

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

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

Taxation

The 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 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.

Appendix 1 – Bill of Quantities

Item No	Item Description	Unit	Quantity	Rate	Amount (M)
1	Preliminary & General (Establishment Costs)	Sum	1		M
2	Adherence to Occupational Health and Safety	Sum	1		M
3	Adherence to Environmental Requirements	Sum	1		M
4	Design, Supply and Installation of Households Solar System for 115 households at Ha Sephapho Lot 1 (Contract 2194 -A1)	m	115		
	TOTAL	-	-	-	M

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LESOTHO HIGHLANDS WATER PROJECT

REQUEST FOR QUOTATION FOR

CONTRACT LHDA No. 2194-A1 & 2194-B1

**DESIGN, SUPPLY AND INSTALLATION OF HOUSEHOLDS
SOLAR SYSTEM FOR 115 HOUSEHOLDS AT HA SEPHAPHO
(CONTRACT 2194-A1) A**

ANNEXURE 2: LHWP ANTI-CORRUPTION POLICY

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

1 February 2025

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 license, work permits, etc.). In the context of this Policy, such facilitators are legitimate service providers for purposes of assisting consultants and contractors to comply with the legal requirements for permitting, licensing and registration.

Background:

3. Phases IA and IB of the Project were tainted by corruption which caused the

integrity of the Project to be undermined and questioned.

4. Despite the best efforts of the Lesotho prosecuting authorities, working in conjunction with the Project Authority, and 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 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.

