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Orange Senqu River Commission
269 Von Willich Avenue, 66
Corporate Park, Block A,
ORASECOM Building
Centurion, South Africa

Tel: (+27) 12 663 6826
Cell: (+27) 84 305 1002

June 03, 2024

Dear Sir/Madam,

**Construction of Three (3) Hydrometric Stations for
Department of Water Affairs**

1. The Orange – Senqu River Commission (ORASECOM) has received financing from the United Nations Development Programme and the Global Environment Facility towards supporting the implementation of priority areas in the ORASECOMs Strategic Action Plan (SAP). The funding is being used to support the government of Lesotho through the Department of Water Affairs to **Construct Three (3) Hydrometric Stations for Department of Water Affairs along the Mohokare River.**
2. You are invited to submit your most competitive Quotation for the works reflected in the Scope of Work under Annexure II. **The quotation shall consist of: (a) Letter of Submission; (b) Priced Schedule of Activities (including Bills of Quantities); (c) Schedule of Dayworks Rates; (d) Detailed Works Program; (e) Detailed Curriculum Vitae for the Engineer and the Land Surveyor; and (f) Trader's Licence and Tax Clearance Certificate.**
3. Bid Price:

- a) The contract shall be for the full Scope of Work as indicated under Annexure II. Corrections, if any, shall be made by crossing out, initialing, dating and re writing.
 - b) All duties, taxes and other levies payable shall be indicated separately.
 - c) The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
 - d) The prices may be quoted in **Maloti** or any freely convertible currency.
4. **Validity of Bid:** Quotations shall remain valid for a period not less than 90 days after the deadline date specified for submission.
 5. Quotations should be sent by completing and signing the price schedule at Annexure I enclosed (including any other details establishing the price) and attaching any other documents required to be submitted under this invitation. You may also reply by sending a Quotation on your own company's letterhead, but the terms and conditions specified in this invitation for quotations will take precedence over any terms and conditions stated in your Quotation.
 6. Quotations shall give a comprehensive description of the proposed works.
 7. Any deviation from the requested scope of work shall be highlighted and explained fully.
 8. **Evaluation of Bids:** The Employer will evaluate and compare the Quotations determined to be substantially responsive i.e. which (a) are properly signed; (b) comply with the requirements of the RfQ, (c) have adequately qualified key personnel, (d) have quoted for the whole Scope of Work per site; (e) have proposed an acceptable realistic program; and (f) offered acceptable competitive prices.
 9. The Quotations would be evaluated for the entire Scope of Works. **Bidders should note that alternative quotes will not be accepted.**
 10. **Award of contract:** The Employer will award the contract to the bidder whose Quotation has been determined to be substantially responsive to the requirements of this RfQ, and who has/have offered the lowest evaluated quotation price.
 11. Notwithstanding the above, the Employer reserves the right to accept or reject any Quotations and to cancel the bidding process and reject all Quotations at any time prior to the award of contract.
 12. The bidder whose quotation is accepted will be notified of the award of contract by the Employer prior to expiration of the Quotation validity period.

13. Payment shall be made within 30 days of receipt and acceptance of the completed works.
14. Normal warranty/ guarantee shall be applicable to the completed works.
15. You are requested to provide your electronic (pdf) offer Quotations latest by **June 28, 2024 at 16h00 local time**. Any offers received late shall not be considered. The offer must be submitted through email to the following:

Attention: Michael Ramaano
Environment and Water Quality Specialist
Orange – Senqu River Commission
269 Von Willich Avenue, 66 Corporate Park
Block A, ORASECOM
Building, Centurion,
South Africa

Tel: (+27) 12 663 6826

Cell: (+27) 84 305 1002

Email: mike.ramaano@orasecom.org with a copy to mike.ramaano@gmail.com
and Lufuno.mukhuva@orasecom.org

16. It is entirely the responsibility of the bidder to ensure that its Quotation is submitted to the email address(es) indicated in 15 above and that it is clearly labeled ***"Construction of Three (3) Hydrometric Station for Department of Water Affairs along the Mohokare River"***.

We look forward to receiving your Quotations and thank you for your interest in this project.

Yours sincerely

Michael Ramaano
Environment and Water Quality Specialist

Annexure I – Quotation (including Schedule of Activities & Price Schedule)

Contractor's Bid

[Contractor's address]

Date: _____

Environment and Water Quality Specialist
Orange – Senqu River Commission
269 Von Willich Avenue, 66 Corporate Park
Block A, ORASECOM Building
Centurion, South Africa

Construction of Three (3) Hydrometric Station for Department of Water Affairs Along the Mohokare River

Having thoroughly examined the RfQ requirements including the schedule of activities, Bills of Quantities, Drawings, specifications and conditions of contract, we offer to carry out the above titled works in the amount of LSL _____, (in words) _____ for completion in _____ weeks from the date of commencement.

Our Quotation/Bid shall remain valid for _____ days from the submission deadline date.

The following attached documents form part of our quotation/bid:

- (a) Priced Schedule of Activities (including Bills of Quantities)
- (b) Hourly Rates for the following personnel:
 - (i) Contract Manager/Engineer
 - (ii) Land Surveyor
 - (iii) Site Foreman
 - (iv) Tradesman
 - (v) Labourer
- (c) Proposed Program of work
- (d) Other necessary information.

We understand and accept that the Employer is not bound to accept the lowest quotation/bid or any quotation/bid.

Yours sincerely

[Name representative]

Managing Director – [name of company]

SUMMARY SCHEDULE OF ACTIVITIES & PRICES

Ref. No.	Description of the works to be carried out	Total Price (LSL)	
1	Lump Sum Offer for Preliminaries and Generals ¹		
2	Lump Sum Offer for Construction of Hydrometric Station on Mohokare at Hleoheng		
3	Lump Sum Offer for Construction of Hydrometric Station on Mohokare at Fusi/Ha Tsiu		
4	Lump Sum Offer for Construction of Hydrometric Station on Mohokare at Ha Teko/ Setho		
5	Provisional Sum for Contingencies ²	65,000	00
Total			
VAT (15%)			
Grand Total			

¹ To cover aspects like site establishment, site demarcation and security, demobilization, etc
²

This amount will only be expended only upon approval by the Employer. Annexure II - Scope of Work (Bills of Quantities, Drawings & Specifications)

The scope of work for this job is defined as: Construction of Three (3) Hydrometric Stations and associated works on the Mohokare River at Hleoheng, Ha Fusi, and Ha Teko/ Setho as detailed below:

Station 1

Project Name: Hydrometric Station Hleoheng

Location: Mohokare

Station ID: CG108

Coordinates:

Latitude = 29°16'10.9" S

Longitude=27°14'25.8" E

Elevation – 1531m

Description of Works	Unit	Quantity	Unit Price (LSL)	Amount (LSL)
Excavation of ordinary soil not exceeding 3.8m deep	m ³	15.2		
Disposal including compaction of excavated materials from 4.7m deep trench	m ³	15.2		
Pumping water from excavation (Daily)	m ³	16,00		
Foundation-shuttering	m ²	57.76		
Foundation - Reinforcement for 250mm thick with Y12 high yield(steel bars)	m ³	77		
Casting of 250mm concrete wall from foundation to ground level	m ³	7.6		
Construction of 250 mm brick wall (6m)	m ³	12		
1st slab –shuttering (150mm)	m ²	0.6		
Cutting, bending and placing reinforcement on stilling well slab (150mm)	m	13.3		
Casting of a 150mm Reinforced Concrete slab (1st floor)	m ³	0.60		
Construction of 250mm brick wall (2m)		4		
2 nd slab –shuttering (100mm)	m ²	0.4		
Cutting, bending and placing reinforcement on stilling well slab (100mm)	m	13.3		
Casting of a 100mm Reinforced Concrete slab (2nd floor)	m ³	0.40		
Inlet pipes trench excavation more than 4.7m deep	m ³	22.8		
Construction of Reinforced concrete stand- (2.0m *0.5m *0.1m) Y6 high yield steel	m	6.67		
Surveying (cross sectional and placing of staff gauges)	Item	1,00		

Installation of (110mmx110mmX6mm) angle irons	m	12,00		
Installation of Bench marks	no	2,00		
Installation of 110mm dia. G.I pipes 4m x 2 pipes	m	2,00		
Door Installation-Angle Iron Framed door using 110x110x6mm angle iron	no	1,00		
Provisional Sum - for Supervision			Sum	8 000.00
Provisional Sum - for Compliance with Environment, Health and Safety Issues for the duration of the project			Sum	12 000.00

Station 2

Project Name: Hydrometric Station Ha Fusi

Location: Mohokare

Station ID: CG109

Coordinates:

Latitude =29°07'55.9" S

Longitude =27°37'54.9" E

Elevation – 1504m

Description of Works	Unit	Quantity	Unit Price (LSL)	Amount (LSL)
Excavation of ordinary soil not exceeding 4.7m deep	m ³	18.8		
Rock blasting >3.0m	m ³	12.0		
Disposal including compaction of excavated materials from 4.7m deep trench	m ³	18.8		
Pumping water from excavation (Daily)	m ³	16,00		
Foundation-shuttering	m ²	71.44		
Foundation - Reinforcement for 250mm thick with Y12 high yield(steel bars)	m ³	90		
Casting of 250mm concrete wall from foundation to ground level	m ³	9.4		
Construction of 250 mm brick wall (6.2m)	m ³	12.4		
1st slab –shuttering (150mm)	m ²	0.6		
Cutting, bending and placing reinforcement on stilling well slab (150mm)	m	13.3		
Casting of a 150mm Reinforced Concrete slab (1st floor)	m ³	0.60		
Construction of 250mm brick wall (2m)		4		
2 nd slab –shuttering (100mm)	m ²	0.4		
Cutting, bending and placing reinforcement on stilling well slab (100mm)	m	13.3		

Casting of a 100mm Reinforced Concrete slab (2nd floor)	m ³	0.40		
Inlet pipes trench excavation more than 4.7m deep	m ³	28.2		
Construction of Reinforced concrete stand- (2.0m *0.5m *0.1m) Y6 high yield steel	m	6.67		
Surveying (cross sectional and placing of staff gauges)	Item	1,00		
Installation of (110mmx110mmX6mm) angle irons	m	12,00		
Installation of Bench marks	no	2,00		
Installation of 110mm dia. G.I pipes 4m x 2 pipes	m	2,00		
Door Installation-Angle Iron Framed door using 110x110x6mm angle iron	no	1,00		
Provisional Sum - for Supervision			Sum	8 000.00
Provisional Sum - for Compliance with Environment, Health and Safety Issues for the duration of the project			Sum	12 000.00

Station 3

Project Name: Hydrometric Station Ha Teko / Setho

Location: Mohokare

Station ID: CG110

Coordinates:

Latitude = 29°23'40.2" S

Longitude = 27°25'20.6" E

Elevation – 1480m

Description of Works	Unit	Quantity	Unit Price (LSL)	Amount (LSL)
Excavation of ordinary soil not exceeding 5.3m deep	m ³	21.2		
Disposal including compaction of excavated materials from 5.3m deep trench	m ³	21.2		
Pumping water from excavation (Daily)	m ³	16,00		
Foundation-shuttering	m ²	80.56		
Foundation - Reinforcement for 250mm thick with Y12 high yield(steel bars)	m ³	98		
Casting of 250mm concrete wall from foundation to ground level	m ³	10.6		
Construction of 250 mm brick wall (7.3m)	m ³	14.6		
1st slab –shuttering (150mm)	m ²	0.6		
Cutting, bending and placing reinforcement on stilling well slab (150mm)	m	13.3		

Casting of a 150mm Reinforced Concrete slab (1st floor)	m ³	0.60		
Construction of 250mm brick wall (2m)		4		
2 nd slab –shuttering (100mm)	m ²	0.4		
Cutting, bending and placing reinforcement on stilling well slab (100mm)	m	13.3		
Casting of a 100mm Reinforced Concrete slab (2nd floor)	m ³	0.40		
Inlet pipes trench excavation more than 4.7m deep	m ³	28.2		
Construction of Reinforced concrete stand- (2.0m *0.5m *0.1m) Y6 high yield steel	m	6.67		
Surveying (cross sectional and placing of staff gauges)	Item	1,00		
Installation of (110mmx110mmX6mm) angle irons	m	12,00		
Installation of Bench marks	no	2,00		
Installation of 110mm dia. G.I pipes 4m x 2 pipes	m	2,00		
Door Installation-Angle Iron Framed door using 110x110x6mm angle iron	no	1,00		
Provisional Sum - for Supervision			Sum	8 000.00
Provisional Sum - for Compliance with Environment, Health and Safety Issues for the duration of the project			Sum	12 000.00

Note:

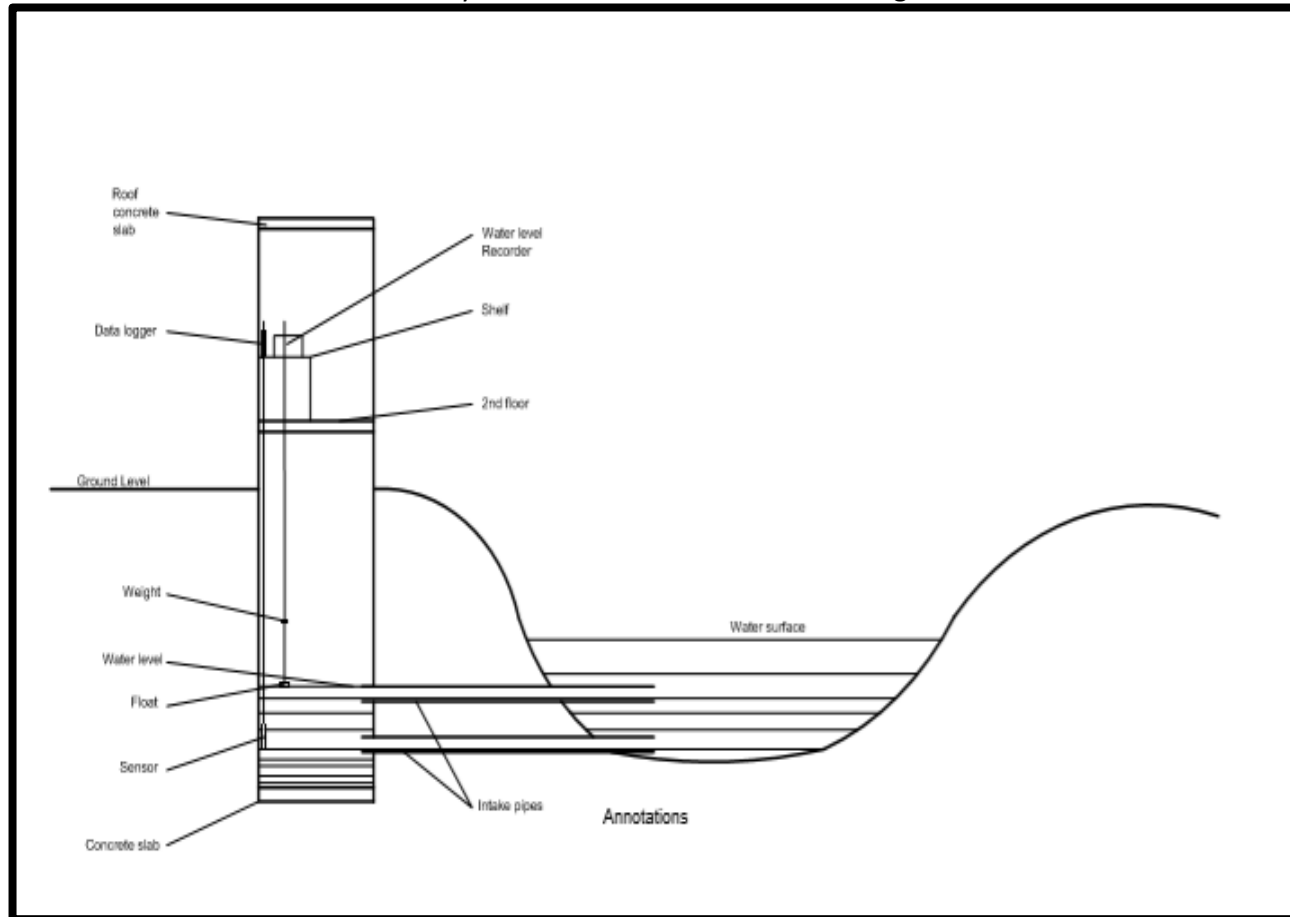
The Provisional Sums for supervision and compliance with environment, health issues will be expended only when approved by the Employer.

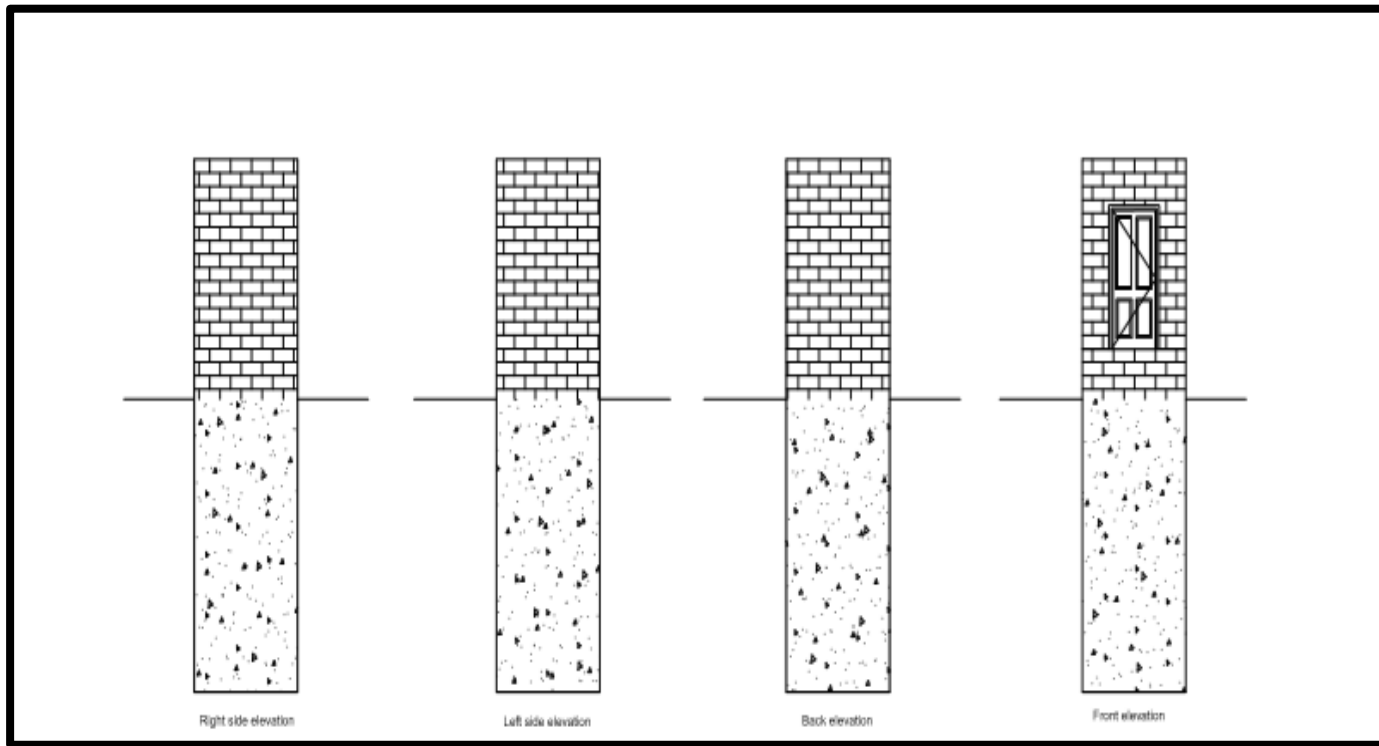
Note:

For the locations of the stations, here is the table:

No	Station ID	RIVER	LOCATION	DISTRICT	Coordinates	Elevation (m)
1	CG108	Mohokare	Hleoheng	Leribe	S=29°16'10.9'' E=27°14'25.8''	1531
2	CG109	Mohokare	Ha Fusi	Berea	S=29°07'55.9'' E=27°37'54.9''	1504
3	CG110	Mohokare	Ha Teko / Setho	Maseru	S=29°23'40.2'' E=27°25'20.6''	1480

Hydrometric Station Generic Drawings





Below ground level is reinforced concrete slab and above ground level is loti brick

Construction of the Hydrometric Station

The hydrometric station is basically the housing of instruments that are designed to measure river flow in the form of continuous water levels. It is a small building/structure that is usually constructed on the river bank.

It has the dimensions of 2m wide and 2m long, which basically gives the surface area of 4m² (Figure 3). The height of the hydrometric tower and the stilling well is determined by the height of the river banks, and it is usually determined by the cross-sectional survey results.

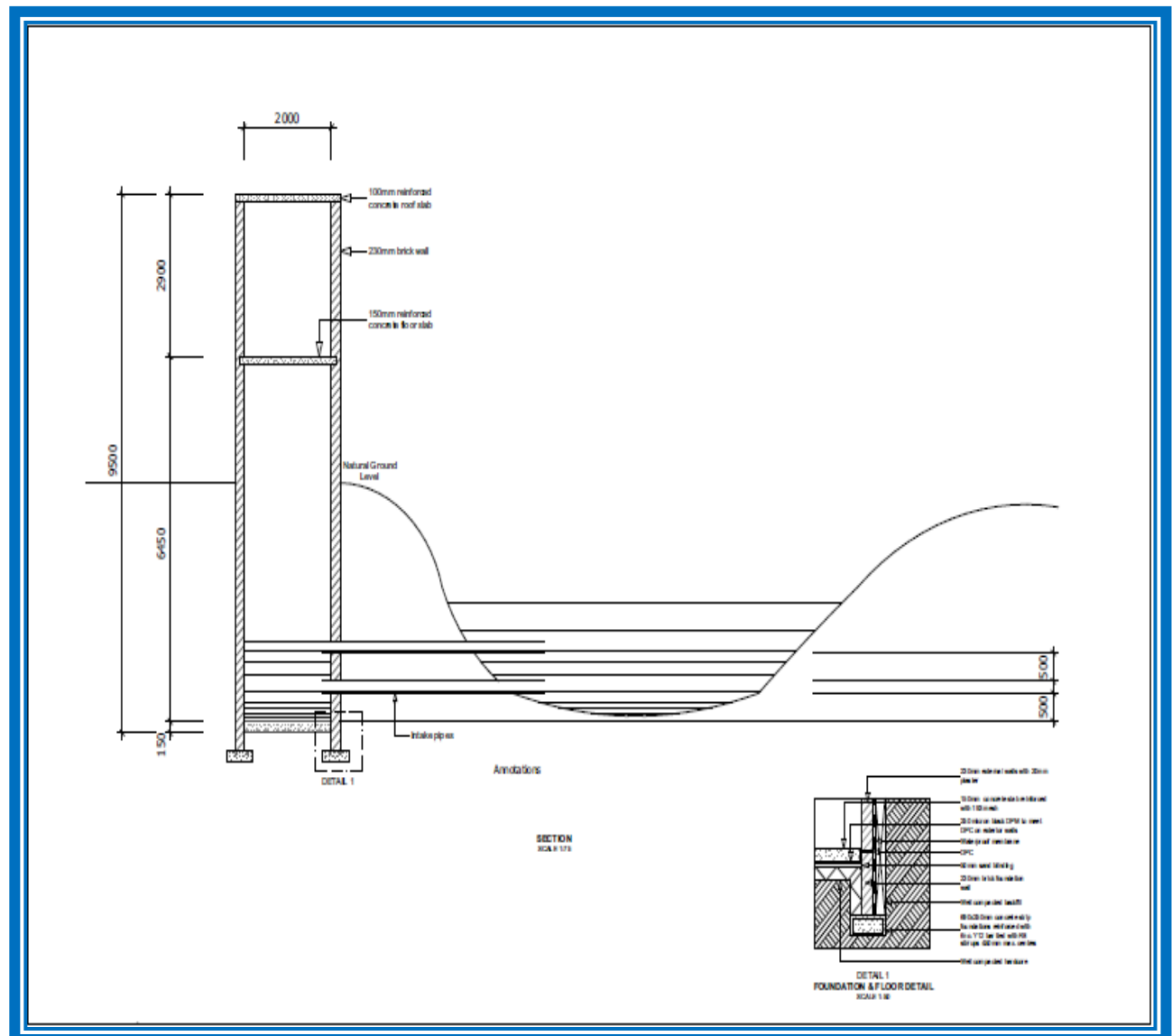


Figure 1: Hydrometric Station Dimensions

It is designed to provide enough internal space for the installation of automatic water level recording machine, transmitting data loggers, the Ecolog500, and other data collection back-ups that might be installed as well. There is also enough working space for technical staff to calibrate installed instruments, download data and clean the stilling well and the instruments.

The installation of the Data loggers is however not within the scope of this work

The outside of the station is usually supplied with gauge plates that are installed at different

heights from the river bed to measure the actual water level in the river system. Whilst the recorded data inside the station is not accessible to the observer, the gauge plate readings are recorded on daily bases by the observer and this is the fundamental reading that calibrates all the installed automatic recording devices. So the gauge plates' reading is the most accurate initial value that also calibrates the automatic recording devices.

The hydrometric tower is basically the protective structure housing the above-mentioned installed instrumentation for safe keeping and security against vandalism. It is usually constructed to be very strong to stand against strong currents and flooding events. This building and its surroundings need the observer though for it to function properly. Regular field visits from the hydrology team is crucial for necessary calibrations to be undertaken on the parts of the station that require attention.

Construction Methodology

The river cross-section where the station is going to be constructed is first surveyed for its suitability and the survey results are used to facilitate for adequate design of the station; which is based on the Guide to Hydrological Practices (WMO. No. 168). The foundation to the hydrometric station is then set in accordance with Figure 4 below. The foundation is dug until the sump of the station is below the river bed. The sides are given enough working space for shuttering, typically each side is allowed 2.4m and it is dug all the way to the bottom, i.e., below the river bed. A typical general arrangement for construction of a hydrometric station is illustrated in Figure 4 below.

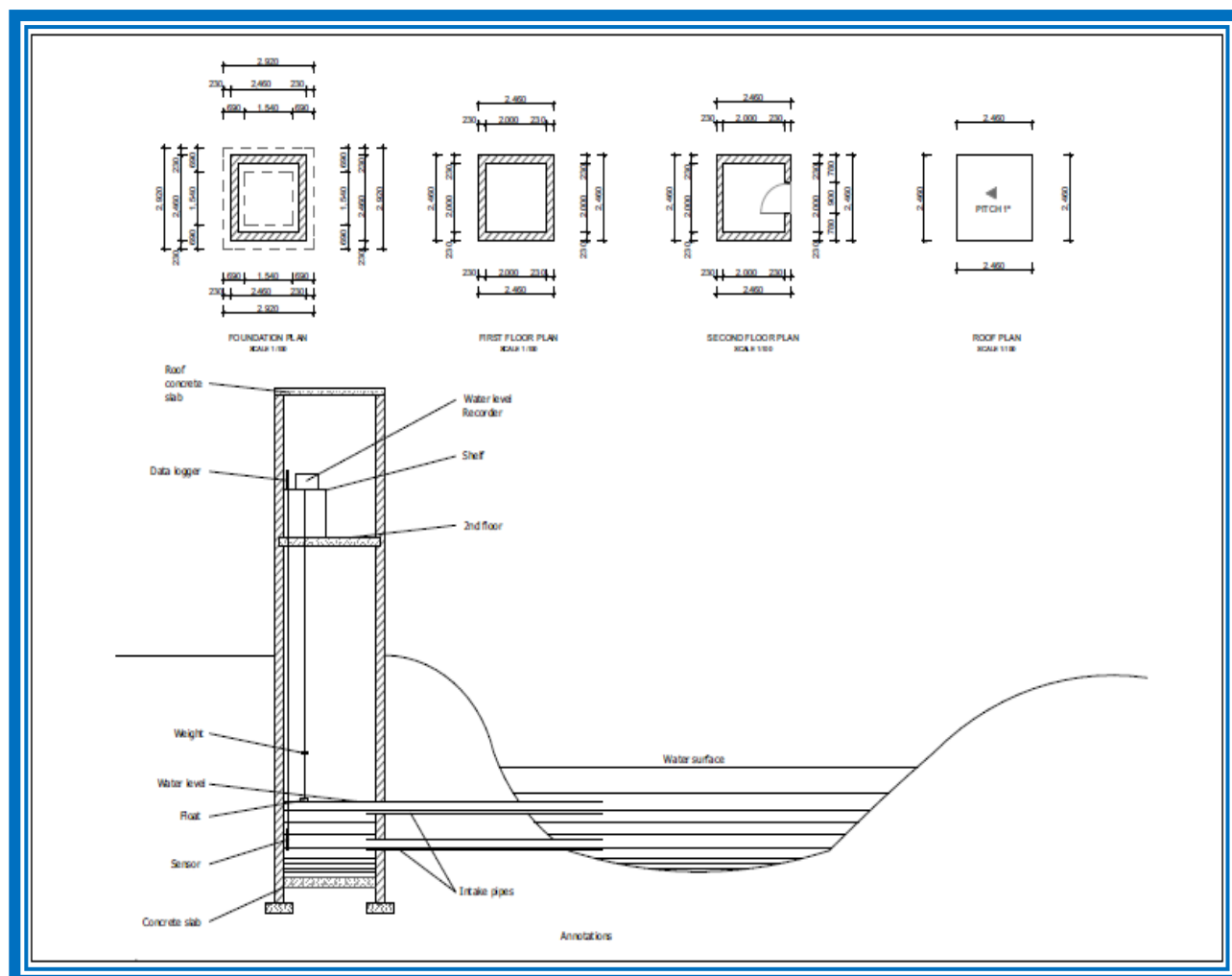


Figure 2: Typical Hydrometric Station Setup for Construction

The sides are then shuttered for a very strong reinforced slab that constitute the sump and the stilling well of the station. The total surface area that will enable smooth working whilst shuttering is 5.76 m² only and that will be the only disturbed area for the required size of the station.

Water will need to be diverted and pumped out of the well whilst the well is still at the level of flow in the river.

It is important to start the construction works during low flows as it could be a big challenge during high flows – it may be impossible to divert and pump water out of the well to create good working conditions. The quickset cement will be used so that the slab can cure quicker.

The foundation, the sump and the stilling well will be entirely shuttered slab, constructed to the strength of the determined desired design flood. Loti bricks will be used on the top-most part, still reinforced to the required design flood strength. Sample of a complete hydrometric station is portrayed in Picture 5 below.



Picture 1: The Complete Structure of the Hydrometric Station

The rhino mattresses or rip-rap will be constructed on the river bank to support the bank and prevent soil from being washed away as well as to ensure dissipation of the energy of flow. These structures will trap the soil and reduce erosion rate.

Annexure IV – Agreement and Conditions of Contract

AGREEMENT

THIS AGREEMENT together with the documents annexed and/or named herein called "the Agreement" made this __ day of _____ in the year _____, between the **Orange – Senqu River Commission** (hereinafter called the "the Employer") whose address is **269 Von Willich Avenue, 66 Corporate Park Block A, Centurion 0157, South Africa** of the one part and _____ (hereinafter called "the Contractor") whose address is _____, of the other part.

Witnesses that:

WHEREAS the Employer is desirous that Construction Services be performed for the **Proposed Construction of Three (3) Hydrometric Station Along the Mohokare River** (hereinafter called "the WORKS") for the Department of Water Affairs.

AND WHEREAS the Employer has accepted the Quotation/Bid of the Contractor for the performance of such Works in the Sum defined in the contract.

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

1. The Employer hereby appoints the Contractor and the Contractor accepts the appointment to carry out the Works.
2. The following documents shall be deemed to form and be read and construed as part of the Agreement and shall have the order of precedence as defined below.
 - The Letter of Acceptance
 - The Contractor's Quotation
 - Priced Schedule of Activities (including Bills of Quantities)
 - The Conditions of Contract
 - The Drawings and Specifications
 - Any other documents forming part of the Contract
3. The Contractor hereby covenants with the Employer to perform the Works in conformity in all respect with the provisions of the Agreement and with all reasonable skill, care and diligence.
4. The Employer hereby covenants to pay the Contractor in the amounts at the times and in the manner prescribed by the Agreement.
5. By signing this Agreement each signatory warrants that he is duly authorized to do so.

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

For and on behalf of: Orange – Senqu River Commission (ORASECOM)

Signature:
Executive Secretary

Date:

As Witness:

Signature:

Name:

Position:

For and on behalf of: CONTRACTOR

Signature: **Name:**

..... **Position:**

Date

As Witness;

Signature: **Name:**

..... **Position:**

.....

Conditions of Contract

General Provisions

1.1 Definitions	In the Contract as defined below the words and expressions defined shall have the following meanings assigned to them except where the context requires otherwise:	
The Contract	1.1.1	" Contract " means the signed Agreement and the other documents listed/referred to therein and in the Appendix.
	1.1.2	" Specification " means the document as listed in the Appendix, including Employer's requirements in respect of design to be carried out by the Contractor, if any, and any Variation to such document.
	1.1.3	" Drawings " means the Contractor's drawings of the Works as listed in the Appendix, and any Variation to such drawings.
Persons	1.1.4	" Employer " means the person named in the Agreement and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.
	1.1.5	" Contractor " means the person named in the Agreement and the legal successors in title to this person, but not (except with the consent of the Employer) any assignee.
	1.1.6	" Party " means either the Employer or the Contractor.
Dates, Times and Periods	1.1.7	" Commencement Date " means the date 14 days after the date the Agreement comes into effect or any other date agreed between the Parties.
	1.1.8	" Day " means a calendar day.
	1.1.9	" Time for Completion " means the time for completing the Works as stated in the Appendix (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

Money and Payments	1.1.10 " Cost " means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges, but does not include profit.
Other Definitions	1.1.11 " Contractor's Equipment " means all apparatus, machinery, vehicles, facilities and other things required for the execution of the Works but do not include Materials or Plant.
	1.1.12 " Country " means the country in which the Site is located.
	1.1.13 " Employer's Liabilities " means those matters listed in Sub-Clause 6.1.
	1.1.14 " Force Majeure " means an exceptional event or circumstance: which is beyond a Party's control; which such Party could not reasonably have provided against before entering into the Contract; which, having arisen, such Party could not reasonably have avoided or overcome; and, which is not substantially attributable to the other Party.
	1.1.15 " Materials " means things of all kinds (other than Plant) intended to form or forming part of the permanent work.
	1.1.16 " Plant " means the machinery and apparatus intended to form or forming part of the permanent work.
	1.1.17 " Site " means the places provided by the Employer where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.
	1.1.18 " Variation " means a change to the Specification and /or Drawings (if any) which is instructed by the Employer under Sub-Clause 10.1.
	1.1.19 " Works " means all the work and design (if any) to be performed by the Contractor including temporary work and any Variation
	1.1.20 " Applicable Law " means the Law of the

Kingdom of Lesotho.

1.2

Interpretation

Words importing persons or parties shall include firms and organisations. Words importing singular or one gender shall include plural or the other gender where the context requires.

1.3

Priority of Documents

The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the Employer shall issue any necessary instructions to the Contractor, and the priority of the documents shall be in accordance with the order as listed in the Appendix.

1.4

Law

The law of the Contract is stated in the Appendix.

1.5

Communications

Wherever provision is made for the giving or issue of any notice, instruction, or other communication by any person, unless otherwise specified such communication shall be written in the language stated in the Appendix and shall not be unreasonably withheld or delayed.

1.6

Statutory Obligations

The Contractor shall comply with the laws of the Kingdom of Lesotho. The Contractor shall give all notices and pay all fees and other charges in respect of the Works.

If, after the date of signature of the Agreement there is any change in the Applicable Law or introduction of new law which increases or decreases the cost incurred by the Contractor in executing the Works, then the monies payable to the Contractor shall be increased or decreased accordingly.

The Employer

2.1

Provision of Site

The Employer shall provide the Site and right of access thereto at times stated in the Appendix.

2.2

Permits and Licences

The Employer shall, if requested by the Contractor, assist him in applying for permits, licences or approvals which are required for the Works.

2.3

Employer's Instructions

The Contractor shall comply with all instructions given by the Employer in respect of the Works including the suspension of all or part of the Works.

2.4

Approvals

No approval or consent or absence of comment by the Employer or the Employer's representative shall affect the Contractor's obligations.

Employer's Representatives

3.1

Authorized Person

One of the Employer's personnel shall have authority to act for him. This authorized person shall be as stated in the Appendix, or as otherwise notified by the Employer to the Contractor.

3.2

Employer's Representative

The Employer may also appoint a firm or individual to carry out certain duties. The appointee may be named in the Appendix, or notified by the Employer to the Contractor from time to time. The Employer shall notify the Contractor of the delegated duties and authority of this Employer's representative.

The Contractor

4.1

General Obligations

The Contractor shall carry out the Works properly and in accordance with the Contract. The Contractor shall provide all supervision, labour, Materials, Plant and Contractor's Equipment which may be required. All Materials and Plant on Site shall be deemed to be the property of the Employer.

4.2

Contractor's Representative

The Contractor shall submit to the Employer for consent the name and particulars of the person authorized to receive instructions on behalf of the Contractor.

4.3

Subcontracting

The Contractor shall not subcontract the whole of the Works. The Contractor shall not subcontract any part of the Works without the consent of the Employer.

4.4

Performance Security

If stated in the Appendix, the Contractor shall deliver to the Employer within 14 days of the Commencement Date a performance security in a form and from a third party approved by the Employer.

Design by Contractor

5.1

Contractor's Design

The Contractor shall carry out design to the extent specified by the Employer (if any), as referred to in the Appendix. The Contractor shall promptly submit to the Employer all designs prepared by him. Within 14 days of receipt the Employer shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons. The Contractor shall not construct any element of the permanent work designed by him within 14 days after the design has been submitted to the Employer or where the design for that element has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.

5.2

Responsibility for Design

The Contractor shall remain responsible for his tendered design and the design under this Clause, both of which shall be fit for the intended purposes defined in the Contract and he shall also remain responsible for any infringement of any patent or copyright in respect of the same.

Employer's Liabilities

6.1

Employer's Liabilities

In this Contract, Employer's Liabilities mean:

- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country,
-

- b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country,
 - b) riot, commotion or disorder by persons other than the Contractor's personnel and other employees, affecting the Site and/or the Works,
 - d) ionising radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor may be responsible for the use of any radio-active material,
 - e) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds,
 - f) use or occupation by the Employer of any part of the Works, except as may be specified in the Contract,
 - g) design of any part of the Works by the Employer's personnel or by others for whom the Employer is responsible, and
 - h) any operation of the forces of nature affecting the Site and/or the Works, which was unforeseeable or against which an experienced contractor could not reasonably have been expected to take precautions.
 - i) Force Majeure,
 - j) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure,
 - k) any failure of the Employer,
 - l) physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, which obstructions or conditions were not reasonably foreseeable by an experienced contractor and which the Contractor immediately notified to the Employer,
 - m) any delay or disruption caused by any Variation,
 - n) any change to the law of the Contract after the date of the Contractor's Bid as stated in the Agreement,
-

- o) losses arising out of the Employer's right to have the permanent work executed on, over, under, in or through any land, and to occupy this land for the permanent work, and
 - p) damage which is an unavoidable result of the Contractor's obligations to execute the Works and to remedy any defects.
-

Time for Completion

7.1

Execution of the Works

The Contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works within the Time for Completion.

7.2

Programme

Within the time stated in the Appendix, the Contractor shall submit to the Employer a programme for the Works in the form stated in the Appendix.

7.3

Extension of Time

Subject to Sub-Clause 10.3, the Contractor shall be entitled to an extension to the Time for Completion if he is or will be delayed by any of the Employer's Liabilities.

On receipt of an application from the Contractor, the Employer shall consider all supporting details provided by the Contractor and shall extend the Time for Completion as appropriate.

7.4

Late Completion

If the Contractor fails to complete the Works within the Time for Completion, the Contractor's only liability to the Employer for such failure shall be to pay the amount stated in the Appendix for each day for which he fails to complete the Works.

##

Taking-Over

8.1

Completion

The Contractor may notify the Employer when he considers that the Works are complete.

8.2

Taking-Over Certificate

The Employer shall notify the Contractor when he considers that the Contractor has completed the Works stating the date accordingly. Alternatively, the Employer may notify the Contractor that the Works, although not fully complete, are ready for taking over, stating the date accordingly.

The Employer shall take over the Works upon the issue of this certificate. The Contractor shall promptly complete any outstanding work and, subject to Clause 9, clear the Site.

Remedying Defects

9.1

Remedying Defects

The Employer may at any time prior to the expiry of the period stated in the Appendix, notify the Contractor of any defects or outstanding work. The Contractor shall remedy at no cost to the Employer any defects due to the Contractor's design, Materials, Plant or workmanship not being in accordance with the Contract.

The cost of remedying defects attributable to any other cause shall be valued as a Variation. Failure to remedy any defects or complete outstanding work within a reasonable time of the Employer's notice shall entitle the Employer to carry out all necessary work at the Contractor's cost.

9.2

Uncovering and Testing

The Employer may give instruction as to the uncovering and/or testing of any work. Unless as a result of any uncovering and/or testing it is established that the Contractor's design, Materials, Plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

10

Variations and Claims

10.1

Right to Vary

The Employer may instruct Variations.

10.2

Valuation of Variations

Variations shall be valued as follows:

- a) at a lump sum price agreed between the Parties, or
- b) where appropriate, at rates in the Contract, or
- c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- d) at appropriate new rates, as may be agreed or which the Employer considers appropriate, or
- e) if the Employer so instructs, at day-work rates set out in the Appendix for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials used.

10.3

Early Warning

A Party shall notify the other as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment. The Contractor shall take all reasonable steps to minimize these effects.

The Contractor's entitlement to extension to the Time for Completion or additional payment shall be limited to the time and payment which would have been due if he had given prompt notice and had taken all reasonable steps.

10.4

Right to Claim

If the Contractor incurs Cost as a result of any of the Employer's Liabilities, the Contractor shall be entitled to the amount of such Cost. If as a result of any of the Employer's Liabilities, it is necessary to change the Works, this shall be dealt with as a Variation.

10.5
Variation and Claim
Procedure

The Contractor shall submit to the Employer an itemized make-up of the value of Variations and claims within 28 days of the instruction or of the event giving rise to the claim. The Employer shall check and if possible agree the value. In the absence of agreement, the Employer shall determine the value.

Contract Price and Payment

11.1
Valuation of the Works

The Works shall be valued as provided for in the Appendix, subject to Clause 10

11.2
Taxation

The contract prices shall include all import duties and taxes that may be levied in accordance with the Applicable Law and relevant regulations, as of the date 28 days prior to the latest date for submission of bids.

11.3

Advance Payment

- a) The Employer shall make advance payment to the Contractor of the amount stated in the Appendix, against provision by the Contractor of a Bank Guarantee in the form and by a bank acceptable to the Employer in the amounts and currency equal to the advance payment. The Guarantee shall remain effective until the advance payment has been fully repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will not be charged on the advance payment.
- b) The Contractor shall use the advance payment only to pay for Equipment, Materials and mobilization expenses required in advance specifically for execution of the Contract. The Contractor shall demonstrate that the advance payment has been used in this way by supplying copies of invoices or other documents to the Employer.
- c) The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments and liquidated damages.

11.4

Monthly Statements

The Contractor shall be entitled to be paid at monthly intervals:

- a) the value of the Works executed,
- b) the percentage stated in the Appendix of the value of Materials and Plant delivered to the Site at a reasonable time, subject to any additions or deductions which may be due.

The Contractor shall submit each month to the Employer a statement showing the amounts to which he considers himself entitled.

11.5**Interim Payments**

Within 28 days of delivery of each statement, the Employer shall pay to the Contractor the amount shown in the Contractor's statement less retention at the rate stated in the Appendix, and less any amount for which the Employer has specified his reasons for disagreement. The Employer shall not be bound by any sum previously considered by him to be due to the Contractor.

The Employer may withhold interim payments until he receives the performance security under Sub-Clause 4.4 (if any).

11.6**Payment of First Half of Retention**

One half of the retention shall be paid by the Employer to the Contractor within 14 days after issuing the Taking Over Certificate under Sub-Clause 8.2.

11.7**Payment of Second Half of Retention**

The remainder of the retention shall be paid by the Employer to the Contractor within 14 days after either the expiry of the period stated in the Appendix, or the remedying of notified defects or the completion of outstanding work, all as referred to in Sub-Clause 9.1, whichever is the later.

11.8**Final Payment**

Within 42 days of the latest of the events listed in Sub-Clause 11.7 above, the Contractor shall submit a final account to the Employer together with any documentation reasonably required to enable the Employer to ascertain the final contract value.

Within 28 days after the submission of this final account, the Employer shall pay to the Contractor any amount due. If the Employer disagrees with any part of the Contractor's final account, he shall specify his reasons for disagreement when making payment.

11.9**Currency**

Payment shall be in the currency stated in the Appendix.

11.10**Delayed Payment**

The Contractor shall be entitled to interest at the rate stated in the Appendix for each day the Employer fails to pay beyond the prescribed payment period.

12

Default

12.1

Default by Contractor

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Employer or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Employer may give notice referring to this Sub-Clause and stating the default.

If the Contractor has not taken all practicable steps to remedy the default within 14 days after the Contractor's receipt of the Employer's notice, the Employer may by a second notice given within a further 21 days, terminate the Contract. The Contractor shall then demobilize from the Site leaving behind Materials and Plant and any Contractor's Equipment which the Employer instructs in the second notice is to be used until the completion of the Works.

12.2

Corrupt or Fraudulent Practices

If the Contractor has engaged in corrupt or fraudulent practices, in competing for or in executing the Contract, the Employer may, after given 14 days' notice to the Contractor, terminate the Contract. For the purpose of this Sub-Clause:

"corrupt practice" means the Bidding, giving, receiving or soliciting of anything of value to influence the action of an Employers official in the procurement process or in Contract execution;

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Employer, and includes collusive practice among competitors (prior to or after quotation submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

12.3**Default by Employer**

If the Employer fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within 7 days after the Employer's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.

If the default is not remedied within 28 days after the Employer's receipt of the Contractor's notice, the Contractor may by a second notice given within a further 21 days, terminate the Contract. The Contractor shall then demobilize from the Site.

12.4**Insolvency**

If a Party is declared insolvent under the Applicable Law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilize from the Site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Employer instructs in the notice is to be used until the completion of the Works.

12.5**Payment upon
Termination**

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) any sums to which the Employer is entitled,
- c) if the Employer has terminated under Sub-Clause 12.1 or 12.4, the Employer shall be entitled to a sum equivalent to 20% of the value of those parts of the Works not executed at the date of the termination,
- d) if the Contractor has terminated under Sub-Clause 12.2 or 12.4, the Contractor shall be entitled to the Cost of his suspension and demobilization together with a sum equivalent to 10% of the value of those parts of the Works not executed at the date of termination.

The net balance due shall be paid or repaid within 28 days of the notice of termination.

13 Risk and Responsibility

13.1

Contractor's Care of the Works

The Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Employer's notice under Sub-Clause 8.2. Responsibility shall then pass to the Employer. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform to the Contract.

Unless the loss or damage happens as a result of an Employer's Liability, the Contractor shall indemnify the Employer, the Employer's contractors, agents and employees against all loss or damage happening to the Works and against all claims or expense arising out of the Works caused by a breach of the Contract, by negligence or by other default of the Contractor, his agents or employees.

13.2

Force Majeure

If a Party is or will be prevented from performing any of its obligations by Force Majeure, the Party affected shall notify the other Party immediately. If necessary, the

Contractor shall suspend the execution of the Works and, to the extent agreed with the Employer, demobilize the Contractor's Equipment.

If the event continues for a period of 84 days, either Party may then give notice of termination which shall take effect 28 days after the giving of the notice.

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) the Cost of his suspension and demobilization,
- c) any sums to which the Employer is entitled.

The net balance due shall be paid or repaid within 28 days of the notice of termination.

Insurance

14.1

Extent of Cover

The Contractor shall, prior to commencing the Works, effect and thereafter maintain insurances in the joint names of the Parties:

- a) for loss and damage to the Works, Materials, Plant and the Contractor's Equipment,
- b) for liability of both Parties for loss, damage, death or injury to third parties or their property arising out of the Contractor's performance of the Contract, including the Contractor's liability for damage to the Employer's property other than the Works, and
- c) for liability of both Parties and of any Employer's representative for death or injury to the Contractor's personnel except to the extent that liability arises from the negligence of the Employer, any Employer's representative or their employees.

14.2

Arrangements

All insurances shall conform to any requirements detailed in the Appendix. The policies shall be issued by insurers and in terms approved by the Employer. The Contractor shall provide the Employer with evidence that any required policy is in force and that the premiums have been paid.

All payments received from insurers relating to loss or damage to the Works shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired.

14.3

Failure to Insure

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clauses, or fails to provide satisfactory evidence, policies or receipts, the Employer may, without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay the premiums due and recover the same as

a deduction from any other monies due to the Contractor.

15

Resolution of Disputes

15.1

Adjudication

Unless settled amicably, any dispute or difference which arises between the Contractor and the Employer out of or in connection with the Contract, including any valuation or other decision of the Employer, shall be referred by either Party to adjudication in accordance with the Rules for Adjudication agreed between the Parties. The adjudicator shall be any person agreed by the Parties. In the event of disagreement, the adjudicator shall be appointed in accordance with those agreed Rules for Adjudication.

15.2

Notice of Dissatisfaction

If a Party is dissatisfied with the decision of the adjudicator or if no decision is given within the time set out in the Rules for Adjudication, the Party may give notice of dissatisfaction referring to this Sub-Clause within 28 days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the adjudicator is revised by an arbitrator.

15.3

Arbitration

A dispute which has been the subject of a notice of dissatisfaction shall be finally settled by a single arbitrator in accordance with the Arbitration Act 1980 of the Kingdom of Lesotho and its amendments, under the rules specified in the Appendix. In the absence of agreement, the arbitrator shall be designated by the appointing authority specified in the Appendix. Any hearing shall be held at the place specified in the Appendix and in the language referred to in Sub-Clause 1.5.

APPENDIX

This Appendix forms part of the Contract.

Item	Sub- Clause	Data
Documents forming the Contract listed in the order of priority	1.1.1	
Document		Document Identification
(a) The Letter of Acceptance		
(b) The Agreement and Conditions of Contract		
(c) The Specification		
(d) Drawings		
(e) The Contractor's Quotation (including Schedule of Activities.)		
Time for Completion	1.1.9	{To be agreed with the Contractor} _____ days
Law of the Contract	1.4	Law of the Kingdom of Lesotho
Language	1.5	English
Provision of Site	2.1	1 Day after signing of Contract
Authorized person	3.1	_____
Name and address of Employer's representative	3.2	_____
Performance security :		
Amount	4.4	10% of Contract Price
Form	4.4	Bank Guarantee (strictly from the bank)

Requirements for Contractor's design	5.1	N/A
Programme:		
Time for submission	7.2	Within 7 days of the Commencement Date.
Form of programme	7.2	Bar Chart
Amount payable due to failure to complete	7.4	0.5% of Contract Price per day up to a maximum of 10% of the Contract Price.
Period for notifying defects	9.1 & 11.7	365 days calculated from the date stated in the Taking Over Certificate under Sub-Clause 8.2
Variation procedure:		
Day-works rates: 1. Contract Manager/Engineer 2. Land Surveyor 3. Site Foreman 4. Tradesman 5. Labourer	10.2	[Rates to be agreed with the Contractor]
Valuation of the Works:		
Contract Price	11.1	_____ which shall be paid upon completion of the works. (Clauses 11.3 to 11.8 are not applicable)
Percentage of retention	11.5	10% on each invoice submitted
Currency of payment	11.9	Maloti
Rate of interest	11.10	1% in excess of the Prime overdraft rate of the Contractor's bank
Insurances:	14.1	

The Works, Materials, and Plant		The sum stated in the Agreement plus 15%
Contractor's Equipment		Full replacement cost
Third Party injury to persons and damage to property		M50,000 for any one occurrence with unlimited number of occurrences.
Workers		To comply with the current Lesotho Workmen Compensation Legislation requirements.
Arbitration:		
Rules	15.3	UNCITRAL Arbitration Rules
Appointing authority	15.3	The High Court of Lesotho
Place of Arbitration	15.3	Maseru Lesotho