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Telling It Like It Is

Ex-minister faces arrest

Staff Reporter

MASERU

FORMER Minister Temeki Tšolo and several government officials face arrest for their role in the controversial and toxic M1.7 billion deal with Frazer Solar.

thepost can reveal that the Directorate on Corruption and Economic Offences (DCEO) has completed investigations into how Tšolo and other officials either corruptly or illegally signed the deal that resulted in Lesotho owing M855 million to the German company.

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**The Ash
Brigade**
—Muckraker



TEMEKI Tšolo



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Tšolo: the man at

Staff Reporter

MASERU

DID former Minister Temeki Tšolo sign the controversial M1.7 billion deal with Frazer Solar in 2018?

He says he didn't and his signature was forged by Robert Frazer, Frazer Solar's managing director.

Yet there is substantial evidence, some of it in the form of his letters, showing that he worked in league with Frazer to push the deal through.

He appears to have ignored government protocol, hierarchy and procurement regulations to sign the deal.

In an affidavit, Prime Minister Moeketsi Majoro says Tšolo "was central to the unlawful process from the beginning".

Majoro says Tšolo was exchanging letters even though he was aware that he had no authority to have discussions about a contract of that nature.

In one letter, Tšolo asks for advice from Frazer on how to proceed.

In another, Tšolo writes to Kfw-Ipex Bank, the financial institution that was supposedly earmarked to fund the project.

Majoro says Tšolo was incorrectly acting on the government's behalf without cabinet approval and in violation of the procedures.

Majoro, who was finance minister at that time, says while he was advising Frazer to tread carefully and follow the right procedure to get the deal done, Tšolo was prodding ahead with his parallel and illegal process to sign the contract and engage the potential financiers.

Tšolo signed the initial memorandum of understanding (MOU) four days after Majoro had told Frazer, in an email, that the government will not sign anything without further information on the deal.

Majoro says he was concerned that Frazer was

pressuring him to sign the deal and had even asked for his help to influence the government's decision on the project.

He says Frazer wrote nearly a dozen letters incessantly pushing the deal.

The prime minister says on April 7, 2018 Frazer wrote an email requesting him to acknowledge Kfw-Ipex Bank's letter of intent to fund the project.

He emailed back on April 14, telling Frazer that he would communicate with the bank when he gets to the United States.

Majoro however says he was surprised when Frazer sent another email on the same day announcing that Tšolo had already written to the bank.

This, he says, was strange "since Tšolo should not be engaging with foreign parties on financing issues which is the Minister of Finance's authority and expertise."

In June 2018, Tšolo prepared a memorandum requesting the cabinet to approve the project.

In that memorandum, Tšolo said he recommended the cabinet to approve the project he touted as a "low-interest loan project funded by the German Government for Energy Efficiency and Employment Creation in Lesotho".

Special Report

The loan had a 10 percent interest which could not be described as low interest at a time when international lending rates were nowhere near those levels.

He mentioned that the Ministers of Finance, Public Service, Local Government, Energy, Planning and Public Works had been "consulted and concurred".

Majoro says none of the ministers that Tšolo mentioned had concurred.

Tšolo's memorandum was later withdrawn because it was supposed to have been presented by the Minister of Energy.

After that Tšolo did not seek another cabinet approval for the project.

Yet in August of the same year, he told Frazer, in a letter, that the government "agreed and committed itself to proceed with the project".

A month later he signed the contract with Frazer Solar.

The prime minister says Frazer and Tšolo were aware that the cabinet had not approved the project but proceeded to sign the contract.

Three months after signing the contract, Tšolo wrote a curious letter to Frazer that gave the false impression that the negotiations were still ongoing when the supply contract had already been signed. Again, he portrayed himself as speaking for the government.



TEMEKI Tšolo

Staff Reporter

MASERU

PRIME Minister Moeketsi Majoro says there will be catastrophic consequences if Lesotho is ordered to pay Frazer Solar M855 million in damages.

He tells the South African High Court, in an affidavit, that such a payment would double Lesotho's budget deficit and force it to default on its debts.

This, he says, would make Lesotho a risky borrower who should be charged punitive rates on the international financial market.

He says the debt to Frazer Solar would instantly wipe out the M600 million Lesotho received from the International Monetary Fund (IMF) in an emergency loan to reduce the fiscal effect of the Covid-19 pandemic.

The Prime Minister tells the court that Lesotho is already struggling to feed its people and can only cover seven percent of what it budgeted for food security.

Lesotho can only cover 22 percent of its education-related capital expenses and 20 percent of the budget for health infrastructure.

Implications will be huge, says Majoro

He says Lesotho would have to close schools and hospitals.

The government will be unable to buy grains, vegetable seeds, feeds and fertilizers for farmers. He warns that the award "is likely to result in food insecurity, starvation and ultimately deaths of Basotho".

He says as of July, 470 000 Basotho faced starvation.

Majoro also tells the court that the government would be unable to pay salaries for civil servants which are expected to gobble M6.4 billion of this year's budget and are already taking M533 million from the government every month.

"If the government reallocates these funds to cover the judgment debt, all salaries of government employees will not be paid for one month and approximately 60% of the

salaries for next month will be unpaid."

Majoro also points out that the contract was designed to benefit Frazer Solar alone while trapping Lesotho into an expensive debt acquired without following procedures.

In one of the clauses, the government is barred from interfering with or delaying the project's rollout by imposing an approval regime.

That meant the quality of the products were entirely the company's discretion.

Another clause says the government accepts that the company is unable to provide a price list for the products or services because such a list "is but a component of the total installed cost of the products and characteristics of each site will vary greatly from one another".

"Provided that the Evaluation Criteria,

where required, are met, GOL irrevocably authorises FSG (Frazer Solar) to determine the cost of installation, product mix, and the services required per site and to proceed with the requisite production installation without being subject to a GOL approval process".

The clause further says the company "undertakes to act reasonably in this regard".

Majoro says this means that the prices of the products to be supplied are not negotiated.

"As a result, the quality, quantity, and price of goods to be supplied would be entirely in FSG's control, with the Kingdom having no entitlement to insist on any input on these three issues, either in advance or during the performance of the contract".

The contract also says Frazer Solar would not pay Value Added Tax.

It also gave the company the first opportunity to provide any renewable energy, energy efficiency or electricity generation solutions for five years.

Majoro says it is "extraordinary that such a right could be granted without an open and competitive procurement process"

centre of controversy

He reassured Frazer that the government was still committed to the project as “per our correspondence”.

He asked for more time for “other stakeholders to have a clear understanding of the project in order to engage in consultation” with the German government “regarding the financial offer”. Tšolo ended the letter with a profuse apology and an emphatic promise to Frazer, saying “it will not be much longer for a final decision to be made”.

“This is a project of national importance that will benefit hundreds of thousands of Basotho for decades to come and would wish to commence as soon as possible, once consensus has been reached,” Tšolo said.

He was talking about a consensus yet he had already committed the government to the M1.7 billion project without approval.

Tšolo’s involvement appears to have gone beyond pushing the deal and signing the contract. He allegedly told the arbitrator that Lesotho would not be attending the pre-arbitration meeting in September 2019.

Even at that time, he had not informed the cabinet that he had signed the contract and the dispute was before an arbitrator.

He also appears to have concealed the documents relating to the arbitration and the subsequent court cases. This resulted in Lesotho failing to defend itself at the arbitration where Frazer Solar got the M855 million award that it would later enforce in South Africa, Mauritius, the United Kingdom and the United States.

Majoro says none of the documents was served on the Attorney General, as the government’s lawyer, and the prime minister, as the government’s representative”.

Staff Reporter

MASERU

FRAZER Solar is ratcheting up pressure on Prime Minister Moeketsi Majoro as its legal battle against the Lesotho government hots up.

In a statement this week, Frazer Solar said the government had scored an “own legal goal” by missing “the deadline to file their review and application” to set aside the company’s M855 million award against Lesotho.

The company said the government’s challenge against the award is on the brink of collapse.

“By missing the deadline there is now no legal basis for the government to continue to fight Frazer Solar,” the statement said.

On 22 October 2021 Frazer Solar filed a Supplementary Affidavit with the High Court of

South Africa to get the Government of Lesotho’s belated challenge to the arbitration award thrown out.

The company however claims that “Dr Majoro’s legal team missed the deadline to file a review and file an application to set aside Frazer Solar’s arbitration award, thus placing their ability to challenge proceedings in jeopardy”.

It noted that under the International Arbitration Act 34(3), a party who wants to file a review and set aside application ‘may not make an application after three months from the date on which the party making

Frazer Solar ratchets up pressure on Majoro

the application had received the award.’ “On GOL’s own admission it received notification 4.5 months ago – so is six weeks over the allowable time limit. This means that GOL

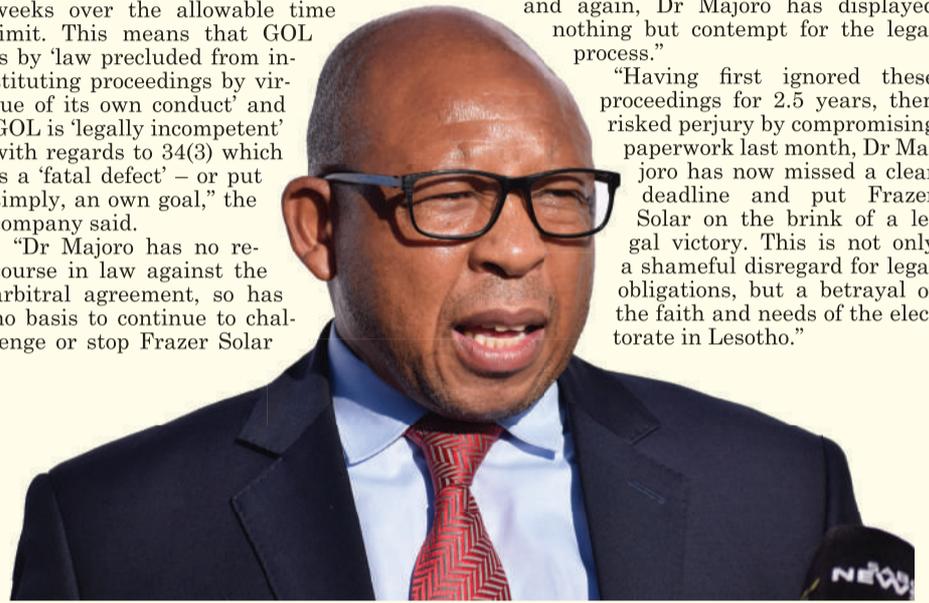
is by ‘law precluded from instituting proceedings by virtue of its own conduct’ and GOL is ‘legally incompetent’ with regards to 34(3) which is a ‘fatal defect’ – or put simply, an own goal,” the company said.

“Dr Majoro has no recourse in law against the arbitral agreement, so has no basis to continue to challenge or stop Frazer Solar

proceeding with the asset seizures to satisfy the award.”

Frazer Solar’s spokesperson said: “Again and again, Dr Majoro has displayed nothing but contempt for the legal process.”

“Having first ignored these proceedings for 2.5 years, then risked perjury by compromising paperwork last month, Dr Majoro has now missed a clear deadline and put Frazer Solar on the brink of a legal victory. This is not only a shameful disregard for legal obligations, but a betrayal of the faith and needs of the electorate in Lesotho.”



GOVERNMENT OF LESOTHO RE-TENDER NOTICE

The Government of Lesotho, through the Ministry of Health, wishes to invite tenders from **Category ‘A’** contractors, Joint Ventures and/or Consortia comprised of **Category ‘A’** contractors registered with Building Design Services (BDS) of the Ministry of Public Works to submit their Bids for Phase I Construction, **“PROPOSED NEW RADIOTHERAPY FACILITY AT LEPERENG, MASERU – BULK EXTERNAL CIVIL WORKS”**.

Eligibility

Only Category “A” contractors, registered with Building Design Services (BDS) are eligible to tender.

It is a further condition of the Tender Invitation that the Tender must be accompanied by:

- (a) Valid copy of Tax Clearance Certificates
- (b) Valid copy of Trader’s License
- (c) Bid Security of M300, 000-00, in a form of Bank Guarantee addressed to PS: Public Works
- (d) Valid copy of Registration Certificate from Ministry of Public Works-BDS

Failure to furnish any of these documents will result in immediate disqualification of the tenderer.

NOTE:

- Preference Margin shall be granted in accordance with the Lesotho Procurement Regulations 2007.
- Contractors who bid in joint ventures or consortia must have been legally registered (Power of Attorney).

Evaluation Criteria

The following evaluation criteria shall be observed.

SELECTION CRITERIA	MAXIMUM POINTS	POINTS AWARDED	REMARKS
Nationality Status	5		
Key Staff	15		
Company Experience	10		
Methodology	20		
Health and Safety	10		
Tender Amount Competitiveness	5		
Financials	15		
TOTAL	80		

Sale of Tender Documents

Tender documents shall be available from **Monday 11th October 2021** between **09:00a.m-15:00p.m** at a non-refundable cost of **M2, 500-00** per set (hard and soft copies).

Cash payments shall be made at;

**ACCOUNTS OFFICES (BDS),
Ministry of Public Works
Moshoeshoe Road,
Maseru, Lesotho**

Proof of payment must be retained by the tenderer to be produced upon collection of the tender documents.

Note: Tender documents shall be obtained free of charge only by bidders who had previously purchased documents.

Site Visit

A compulsory site visit will be conducted on Friday 15th October, 2021. All Bidders are expected to assemble at the open space next to the taxi rank near main entrance of Queen Mamohato Memorial Hospital – Lepereng at 10:00a.m.

NB - Every tenderer shall provide their own transport.

Delivery of Tenders

Completed tender documents, **One (1) original and Four (4) copies**, are to be enclosed in a plain sealed envelope (not bearing the name and address of the tenderer) clearly marked

“TENDER FOR THE PROPOSED NEW RADIOTHERAPY FACILITY AT LEPERENG, MASERU – BULK EXTERNAL CIVIL WORKS”

Ex-minister faces arrest

From Page 1

Frazer Solar is not suing for no-payment of the goods and services stated in the contract but for breach of contract.

Frazer Solar is in the process of seizing Lesotho's international assets to recover the loss it says it suffered when the government breached the contract signed by Tšolo in 2018.

The company has been awarded an order to confiscate millions of Lesotho's water royalties from South Africa.

It is also brandishing an order to impound Lesotho's shares in a Mauritius registered telecommunications company. In addition, there are also Lesotho-owned properties in the United Kingdom that the company has been granted permission to seize. There is also another case in the United States targeting Lesotho's assets.

The government is now desperately trying to roll back those orders and have the contract with Frazer Solar declared null, void and unlawful.

But while the legal battle continues, the DCEO has been quietly trying to unravel how the deal came about and who played a role in its making. The investigation, which sources say was completed two weeks ago, seems to be partly aimed at strengthening the government's argument, in international courts, that the deal is not only illegal but corrupt.

Some of the findings of the investigation are contained in a letter that the DCEO wrote to Acting Attorney General Advocate Ntebaleng Morojele.

In that letter, seen by *thepost*, the DCEO says investigations have revealed there was a "series of frauds on the whole process of signing the contract".

The anti-corruption unit said those who

signed and witnessed the contract had no authority to do so.

This appeared to be referring to Tšolo who signed the contract and the initial Memorandum of Understanding (MOU) with Frazer Solar. Tšolo has denied signing the contract and has told investigators that although the signature is his, it appeared to be a "copy and paste".

He has previously told *thepost* that his signature was forged by Robert Frazer, Frazer Solar's managing director.

Masentle Ntobaki, who was Tšolo's secretary when he was Minister in the Prime Minister's Office, signed as a witness. She has however told investigators that Tšolo invited her to sign but she was not aware she was witnessing a contract.

The DCEO said Tšolo and other officials then concealed the contract and the MOU after signing them.

Then when Frazer Solar started suing the government some officials including Tšolo, also concealed the legal papers so that they didn't reach the offices of the Prime Minister and the Attorney-General.



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AB InBev
Africa



It has come to the attention of the Management of Maluti Mountain Brewery, that there are individuals/organizations, claiming to be recruiting agents for jobs at MMB. The general public is therefore advised that:

Maluti Mountain Brewery only recruits through the following mediums:

- 1) Newspapers
- 2) Official Social Media pages

We are currently not affiliated with any recruitment agency; and will not request fees (money) in exchange for jobs/registration

Only respond to advertised positions, that have official contact details.

For further details contact:

Legal and Corporate Affairs Manager 5223 2219



JOBS AT AHF LESOTHO

AMAZING INDIVIDUALS WORKING FOR POSITIVE PEOPLE AT AIDS HEALTHCARE FOUNDATION!

Does the idea of doing something that really makes a difference in people's lives while being well-compensated intrigue you? Are you looking for an organisation that encourages growth and success from each and every one of its employees?

If so, Aids Healthcare Foundation is the place for you!

Founded in 1987, AIDS Healthcare Foundations is the largest specialised provider of HIV/AIDS medical care in the World. Our mission is to provide cutting edge medicine and advocacy regardless of ability to pay. Through our healthcare centres, pharmacies, health plan, research and other activities, AHF provides access to the largest HIV treatments for all who need them.

AHF'S core values are to be:

- Patient-centered
- Value Employees
- Respect for diversity
- Nimble
- Fight for what's right

STILL INTERESTED? Please continue!

AHF started operating in Lesotho in 2013 whereby it manages a specialised HIV/AIDS and TB clinics in Maseru, Berea, and Leribe and Mafeteng districts and plans to expand its program coverage. Hence AHF Lesotho country program seeks to hire energetic, dynamic, young people to fill the following positions based in Country Head Office - Administration.

POSITIONS BASED

1. ACCOUNTANT – Country Head Office - Administration.

EDUCATION AND EXPERIENC:

Education: University degree in Accounting or Commerce; and part qualification of any professional course ACCA, CPA, CAT, is a MUST. Minimum of 5 years working experience with an international NGO. Excellent computer skills. Excel spreadsheets and MS Word; Experience in usage of any Accounting software.

COMMUNICATION ABILITIES

Ability to read, analyze and interpret financial documents. Capability of report writing, prompt and effective communication are ideal. Proficient use of both English and Sesotho languages is a **MUST**.

MATHEMATICAL SKILLS

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Working knowledge of accounts and reconciliation is imperative.

Request detailed job description by email from; globalhr.lesotho@aidhealth.org

APPLICATION INSTRUCTIONS

Applications letters addressed to the Country Program Manager, AHF Maseru Lesotho with Curriculum Vitae (C.V) should be **submitted by e-mail only** and sent to: globalhr.lesotho@aidhealth.org

Closing date: 26th November 2021 by 4:30 pm.

If you do not hear from us within a month from the application submission deadline, consider your application unsuccessful.

Ex-minister faces arrest

From Page 20

The plan, the DCEO alleged, was that Lesotho would not defend itself during the arbitration and in the subsequent court cases. It said investigations have shown that some officials intercepted and concealed a dossier of the arbitration and court documents. There is evidence that “the whole enterprise was fraudulent aimed at prejudicing the government”, the directorate said.

It also noted that although they are yet to make any arrests, the DCEO can confirm to Majoro

“that there is a clear case of corruption and fraud perpetrated against the government by some government officials working in collaboration with other individuals from abroad”.

In his affidavit, seen by *thepost*, Prime Minister Majoro paints Tšolo as a deceitful character who went out of his way to sign the contract and memorandum of understanding with Frazer without authority.

Majoro also alleges that Tšolo knew about the arbitration and the subsequent legal action but appears to have been concealed.

The prime minister, who was fi-

nance minister when the contract was signed, says Tšolo’s allegation that his signature was forged is improbable.

He says the same of Tšolo’s attempt to give an impression that he was tricked by Frazer and had no intention to hoodwink the government.

The crux of the government’s argument is that Tšolo did not have permission to sign the contract, did not get approval from the Cabinet and violated the Constitution as well as procurement regulations.

(See other stories on Pages 10, 11)



PRIME Minister Moeketsi Majoro



TERMS OF REFERENCE (ToR) FOR THE LESOTHO ELECTRICITY AND WATER AUTHORITY’S (LEWA’S) WEBSITE REVAMP

BACKGROUND

The Lesotho Electricity and Water Authority (LEWA) was established in terms of the Lesotho Electricity Authority Act No.12 of 2002 as amended. The Authority became operational in 2004, as an electricity regulator known as the Lesotho Electricity Authority (LEA). In 2011, the Act was amended to extend LEA’s mandate to include regulating the urban water and sewerage services subsector, thus becoming a multi-sector regulator. Consequently, its name changed from LEA to LEWA.

The Authority’s mandate is to issue Licenses, set minimum levels of service for electricity and urban water and sewerage services, assess the performance of the regulated entities, review the prices of electricity, urban water and sewerage services, ensure the security of supply of electricity and the urban water and sewerage services subsector and resolve customer complaints that have not been resolved by the regulated entities.

OBJECTIVE

LEWA requires a new interactive and user-friendly website to attract and engage more prospects, generate more leads and improve its brand image. The Terms of Reference (ToR) for the new website herein is to address this request to promote interaction and collaboration amongst stakeholders.

The Authority is inviting proposals from reputable and qualified companies with a successful track record in designing and producing digital solutions to develop new templates for the current website. The templates should provide a new look-and-feel to the web and should unlock potential functionalities of the current website while displaying the content in a more organized, attractive and user-friendly manner.

DELIVERABLES

- Present a new visual look and enhanced functionalities to provide a better experience to users.
- Develop a user manual for the support personnel and system administrators to perform the content upload, system maintenance and administration.
- Full source code including all developed libraries should be handed over to LEWA.

WORK PLAN

All new developments listed in this section will be built in the current LEWA site operated in Word Press. New look and feel

- Following the LEWA branding guidelines, the website design should present a new look-and-feel capturing the different functionalities outlined in this ToR. The company will develop a graphic concept and the visual language of the new templates.
- The new look and feel should be adapted to the homepage, sections, subsections and the following components of the site: article template, resource webpage template, publication/guidance webpage template.
- Standard page elements including header, footer, tabs, persistent navigation, contact us, email and page print options should be included in the new templates.
- All section and subsection webpages should incorporate functionalities to guarantee the latest information (news, resources, publication/guidance, stories, and events).

Functionalities to include in the new templates

The following features should be guaranteed in the new template:

- Responsive design;
- Social Media Links;
- Social sharing features – Twitter and Facebook;
- Multiple page styles and custom post types;
- Search function by the news, articles type of publication/guidance, type of resource, events, and issues; &
- Search resources by free text.

Support and maintenance

- Administrative and technical support &
- Quality control for twelve (12) months.

Source code handover

Full source code including all developed libraries shall be handed over to LEWA.

- Participate in a debriefing session with the Consumer Affairs and Communication Department to understand the overall project and its expectations;
- Develop a design concept for the site. A maximum of three template proposals should be presented and one template will be approved;
- Develop the visual concept for the site adapting it to the different components as outlined in the section “Deliverables” and adjust it based on feedback and comments from the LEWA team;
- Create responsive CSS and graphic design elements;
- Develop web sections and content upload; &
- Test site before going live.

REQUIRED SKILLS AND EXPERIENCE

The successful company should demonstrate and provide examples of previous experience in the performance of similar services as follows:

- Reputable firm with at least 5 years of experience designing visually appealing and navigation friendly websites;
- Familiarity and relevant experience in using different Content Management Systems (CMS), particularly WordPress;
- Have a broad knowledge of current web development technologies and design tools, new software, web programming languages and programs including HTML, XHTML, CSS, XML;
- Excellent knowledge of recent trends in website and graphic design including online video publishing and social media networking; &
- Key professional staff qualifications and competence needed for the assignment.

Lead Developer: The lead developer shall be responsible for the overall development process and assure that all code contributed is in line with coding standards; have extensive experience (at least four years) in programming and CMS development, including versioning of which two years should be specific to Word Press; be an expert in scripting, coding languages and standards such as PHP, AJAX, JavaScript, HTML (including version 5), CSS (including version 3); be an expert in the use and configuration of applications such as Word Press CMS, MySQL Database, Apache webserver; be an expert in the use and configuration of Search Engine Optimization and Mobile Device Adaptation. Experience with other related applications will be an added advantage.

DOCUMENTS TO ACCOMPANY THE PROPOSAL

- A technical proposal;
- A portfolio of previous work with similar functionalities developed in Word Press;
- CV of the lead developer in charge of the project;
- A financial proposal to address the work.

The proposed lump-sum fee should indicate the breakdown of all costs. The fee should be inclusive of ALL considerations.

SUBMISSION OF BIDS AND CLOSING DATE

All envelopes must bear no name and address of the bidder.

The deadline for submission of Proposals is **11 November, 2021 at 16:00hours local time.** TENDERS IN SEALED ENVELOPES CLEARLY MARKED “**TENDER FOR THE REVAMP OF LEWA WEBSITE**” must be deposited in the tender box placed at LEWA offices 7th Floor Moposo House, bearing no marks to Tenderer’s identification. Proposals should be addressed to:

THE PROCUREMENT COMMITTEE
LESOTHO ELECTRICITY AND WATER AUTHORITY (LEWA)
7th FLOOR MOPOSO HOUSE
MASERU 100