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Executive Summary

Through the collaboration between the University of Antwerp in Belgium² and the Seinoli Legal Centre (SLC) in Lesotho, the authors of this document were entrusted with the responsibility of conducting a comprehensive report on the Lesotho Highlands Water Project, and the potential legal strategies for holding the companies involved in Phase II accountable for the damages they have directly or indirectly contributed to.

The first objective was to establish a comprehensive understanding of the project by analysing its historical context, identifying the key actors involved, and examining the regulatory framework governing its implementation. Then, the focus was on assessment of the number and nature of companies participating in Phase II of the project. This involved systematically reviewing the data available on the LHDA's website, where contract awards were documented. It was decided that, out of the 208 companies involved in the Phase II, the focus would be on providing an analysis of three European multinational companies – EDF (France), Tractebel (Belgium), and WeBuild (Italy) – and on providing a roadmap for possible litigation. The companies were selected for their prominent roles within joint ventures, the strength of the legal frameworks in their home countries, and their documented histories regarding human rights and sustainability commitments.

Building upon this foundation, a comprehensive examination of the relevant European jurisdictions and legal frameworks applicable was conducted, incorporating EU Private International Law such as Brussels Ibis and Rome II Regulations, to ensure a rigorous assessment of corporate accountability mechanisms in relation to this case. This analysis of standing has concluded that SLC would need to collaborate with local NGOs or other legal representatives to strengthen the admissibility of their claim throughout the procedural process.

For EDF, the first mandatory due diligence law – the French Duty of Vigilance Law (FDVL) – and tort law under Articles 1240 and following of the French Civil Code have

² This report constitutes the final output of one of the Legal Clinics associated with the *Sustainable Development and Human Rights* module of the LL.M. programme at the University of Antwerp. The course is designed to give students the opportunity to engage with a concrete and socially relevant project, allowing them to translate theoretical knowledge into practical legal skills. At the same time, it aims to provide voluntary support to a partner organisation by contributing research, analysis, or tools that can advance its mission in the field of sustainable development and human rights.

served as the core legal foundations for assessing corporate liability in our case. The FDVL, particularly significant for its extraterritorial application, provides a robust legal tool for holding French companies accountable for human rights and environmental violations, even when such abuses were committed abroad. Notable cases such as *TotalEnergies*, *Unión Hidalgo v. EDF*, and *Casino* illustrate how French courts are willing to enforce the FDVL, confirming the feasibility of pursuing corporate liability where companies fail to adopt or implement a concrete vigilance plan addressing environmental and human rights risks.

It must be emphasised, however, that the FDVL is primarily a preventive instrument. Legal exposure arises not only where harm has occurred, but where a company failed to prevent foreseeable risks that could have been mitigated through early intervention. For a more reactive tool, this paper recommends that SLC considers pursuing claims under French tort law. As long as the elements of fault, damage, and causation are established, tort law provides a viable avenue for seeking reparations for the abuses attributed to the company and its employees.

With regard to Tractebel, as a subsidiary of ENGIE, it also falls within the scope of the FDVL. Accordingly, a parallel assessment has been conducted, mirroring the approach taken for EDF, including an evaluation of tort law mechanisms to determine potential liability. Then, it was also demonstrated with the case study analysis the *SIAT S.A.* that, even in the absence of specific due diligence legislation, a corporation's failure to address foreseeable risks – particularly when it possesses the capacity and resources to do so – can establish grounds for liability.

Finally, regarding WeBuild, this analysis confirms that tort law mechanisms remain the primary basis for legal action. However, beyond this litigation-focused strategy, the company's voluntary due diligence commitments and its corporate social responsibility policies – particularly those expressed in its ESG plan – may also serve as a supplementary basis for establishing liability. There is a growing recognition among European corporations of the necessity to integrate sustainability requirements into their business operations, thereby reinforcing their accountability in environmental and social matters. However, the report acknowledges that the path toward meaningful

corporate accountability remains an ongoing process, with significant challenges yet to be addressed.

Introduction

The Lesotho Highlands Water Project (LHWP) is a large-scale, multi-phased, binational infrastructure project between Lesotho and South Africa. Its primary objective is to transfer water from the former to the latter, while also generating hydropower for domestic consumption in Lesotho.³ Although hailed by its sponsors as a cornerstone of regional development, the project has had far-reaching social, environmental, and human rights consequences – especially for rural communities whose livelihoods, cultural heritage, and land security have been disrupted.

Phase I of the LHWP, completed in the early 2000s, became notorious for widespread corruption and deeply inadequate compensation for displaced communities.⁴ This history casts a long shadow over Phase II – currently underway – which involves the construction of new dams and tunnels across the Mokhotlong district. Already, numerous challenges have been reported, including forced displacement, loss of agricultural land, and the absence of meaningful community consultation.⁵ Despite promises of improvement and updated compensation frameworks, there remains a pressing need to monitor and enforce compliance with both domestic and international legal standards.

In this context, the role of corporate actors becomes crucial. Several multinational corporations, including ones headquartered in Europe, are currently involved in the design and execution of LHWP Phase II. Their participation, while technically contracted through procurement processes managed by the project authority, necessarily implicates them in the human rights and environmental impacts of the project. The aim of this report is to propose a targeted legal strategy for holding certain European-based corporations accountable for their potential involvement in human rights violations arising from Phase II of the LHWP.

³ Treaty on the Lesotho Highlands Water Project between the Government of the Kingdom of Lesotho and the Government of the Republic of South Africa, adopted on 24th October 1986, available at https://www.lhda.org.ls/uploads/documents/governance/lhwp_treaty.pdf

⁴ See *infra*, Chapter 1, Section 1, for more details.

⁵ NKOKO, M. N., “An assessment report undertaken in nine selected communities adversely affected by the Lesotho Highlands Water Project (LHWP) Phase II – Polihali Dam in Mokhotlong”, resource kindly provided by the Seinoli Legal Centre; NTHO, M. N. E., “Gender Impact Assessment of Advanced Infrastructure Activities of the Lesotho Highlands Water Project: Phase II”, resource kindly provided by the Seinoli Legal Centre.

This paper is the outcome of a collaborative legal research effort undertaken within the framework of the Legal Clinic course, part of the LL.M in Sustainable Development and Global Justice at the University of Antwerp, Belgium. It was developed in partnership with the Seinoli Legal Centre (SLC), a civil society organisation based in Lesotho that provides legal support to communities affected by the LHWP.

The report arises from the recognition that businesses must not operate in legal vacuums, particularly in contexts where vulnerable communities bear the negative impacts, and their burden, of large-scale development projects. While much of the alliteration on the LHWP focuses on the responsibility of public institutions, we aim to redirect attention to corporate accountability. Our objective is not only to identify violations but also to determine whether and how they can be remedied through legal action — particularly through litigation strategies rooted in European law. Research is presented in three main chapters, each of which builds upon the previous one to culminate in a practical, litigation-oriented legal strategy.

Chapter 1 provides the contextual background. It begins with a review of the historical and operational features of the LHWP, from its inception in 1986 to the current developments under Phase II. It then introduces the main actors involved, before unpacking the legal frameworks that govern the project. These include the foundational treaty between the two countries, and national norms. Special attention is paid to the Environmental and Social Impact Assessment for the Polihali Reservoir, which serves as a key source of data on the project's biophysical and socio-economic risks.

Chapter 2 turns to the mapping of businesses involved in LHWP Phase II. Using official contract data published by the Lesotho Highlands Development Authority, this chapter identifies the major European companies currently working on the project. It provides preliminary observations. From the broader list of companies, three of them were selected for detailed legal analysis: Électricité de France (EDF) for France, Tractebel for Belgium, and the WeBuild Group for Italy. These companies were chosen due to their leading position in joint ventures, the robustness of legal tools in their home jurisdictions, and their track records on human rights and sustainability commitments.

Chapter 3 presents the core legal strategy of the report. It builds on recent developments in the field of business and human rights law, drawing from both binding

and non-binding instruments at international, regional, and national levels. The chapter is divided into several sections: it first discusses general legal considerations, including methodology and purpose; it then elaborates case-specific strategies for EDF, Tractebel, and WeBuild. Each of these sections identifies potential legal claims, procedural pathways, and key risks and opportunities under the relevant legal systems. The chapter concluded with a synthesis of the cross-cutting lessons and their applicability to other companies.

By concentrating our efforts on European litigation avenues, we seek to test the practical enforceability of human rights standards in corporate operations abroad. This approach is not intended to downplay the importance of local advocacy or institutional reform in Lesotho, but rather to complement those efforts by leveraging legal strategies available in corporate home states. It is our hope that such action can amplify the demands of affected communities, support the work of grassroots organisations like SLC, and contribute to a broader shift towards corporate accountability in transnational development projects.

Ultimately, this report is both a legal research document and an advocacy tool. It draws on doctrinal analysis, policy review, and case study methodology to propose strategies that are legally grounded, procedurally viable, and politically conscious. By anchoring our work in specific companies and jurisdictions, we hope to move beyond abstract critique and contribute to the development of practical mechanisms for redress.

Chapter 1: Background and Legal Context of the Lesotho Highlands Water Project

This chapter outlines the historical, institutional, and legal foundations of the Lesotho Highlands Water Project. It examines the facts surrounding the project's implementation, the principal actors involved, and the legal and regulatory frameworks shaping its development. These elements provide essential context for understanding how human rights and environmental risks emerge from the project – and why corporate accountability is necessary.

Section 1: Historical Development and Socio-Political Background of the LHWP

The LHWP is the result of the cooperation between the Kingdom of Lesotho and the Republic of South Africa. The aim is to divert water from Lesotho's largest river, Senqu River basin, to the Vaal Dam in South Africa through a series of dams and tunnels blasted through the mountains.⁶

Phase I: Built Infrastructures, Corruption, Impacts on Local Communities, and Inadequate Compensation

Phase I, initiated after the 1986 Treaty, consists of two main sub-phases, Phase IA and Phase IB, and represents the foundation of the LHWP's infrastructure. The construction of the Katse Dam, as part of Phase IA of LHWP, officially commenced in 1989. The dam stands at 180 meters in height and spans 710 meters in length, forming the central storage reservoir for the project. A 45-kilometre transfer tunnel was also excavated, linking the Katse Dam to the planned Muela Hydropower Station, enabling the gravitational transfer of water for both energy generation and inter-basin transfer to South Africa.⁷

⁶ THAMAE, M. L., and POTTINGER, L. (eds.), *On The Wrong Side of Development. Lessons Learned from the Lesotho Highlands Water Project*, Transformation Resource Centre, 2006, p. 4.

⁷ DOUGLAS, L., and DEMPSEY, S., "The Lesotho Highlands Water Project: Impacts of Large-Scale Water Development on Local Communities", web publication available at <https://theurgetohelp.com/articles/the-lesotho-highlands-water-project-impacts-of-large-scale-water-development-on-local-communities/>, last accessed on 17th April 2025, p. 2.

Phase IB of the project entailed the construction of the Mohale Dam, the Muela Hydropower Station, and a diversion tunnel connecting the Mohale reservoir to the Katse Dam.⁸ The Muela Hydropower Station was commissioned in 1998 and currently generates 72 megawatts of electricity for Lesotho. This development has markedly reduced the country's former near-total dependence on electricity imports from South Africa. The completion of Phase IB, marked by the inauguration of the Mohale Dam in 2004, signalled the conclusion of Phase I of the LHWP.⁹

However, it later emerged that the implementation of Phase I was underpinned by a complex network of international corporate corruption, facilitated in part by the involvement of companies financed through the World Bank's investment in the project.¹⁰ During this period, four major international construction companies were prosecuted by the Attorney General of Lesotho, Fine Maema, for bribing the Chief Executive Officer of the Lesotho Highlands Development Authority (LHDA), Masupha Ephraim Sole. Three of these companies were successfully convicted by Lesotho's courts,¹¹ marking a rare and significant instance of a developing country holding powerful multinational corporations accountable for corruption.¹² However, the legacy of this corruption continues to cast a shadow over the LHWP, undermining trust in its governance and implementation.

The systemic bribery not only compromised procurement processes but also contributed to widespread project mismanagement and negligence, particularly for the affected communities. In response to the growing reputational damage, the LHDA later undertook institutional reforms, including the adoption of a comprehensive Anti-

⁸ *Ibidem*.

⁹ *Ibidem*.

¹⁰ DARROCH, F., RIDL, J., HITCHCOCK, R., THAMAE, J. L., LIM, G., and SHRESTHA, S., "Dams, Displacement, and Communal Compensation: A Lesotho Highlands Legal Case", *University of Botswana Law Journal*, vol. 28, 2020, p. 125.

¹¹ Lesotho Court of Appeal, *R. v Sole*, LSCA 90, 18th December 2001; Lesotho Court of Appeal, *Acres International Limited v Crown*, LSCA 102, 10th December 2002; Lesotho High Court, *Schneider Electric S.A. v Director of Public Prosecutions*, LSHC 150, 11th December 2003; and Lesotho High Court, *Crown v Impregilo S.p.A.*, LSHC 48, 3rd February 2006.

¹² THAMAE, and POTTINGER, *supra* n°5, p. 31.

Corruption Policy in 2019,¹³ aimed at restoring public confidence and strengthening accountability in subsequent phases of the project.¹⁴

The implementation of this phase entailed significant social, environmental, cultural, and religious costs, and particularly a resettlement process. In total, 644 households were relocated or resettled, while some 27,400 people were affected by LHWP Phases IA and IB.¹⁵

In the Mohale basin, the resettlement of affected communities has been implemented in three distinct stages. Stage 1 (1996-1998), referred to as pre-construction resettlement, involved households that were required to relocate to facilitate the physical construction of the dam. Stage 2 (2002-2006), known as pre-inundation resettlement, encompassed those who were displaced as a result of the dam's closure and the subsequent formation of the reservoir. Finally, Stage 3 (2006-present), termed post-inundation resettlement, concerns households that may need to be relocated after the dam has been filled and unforeseen impacts become evident.¹⁶

Furthermore, these populations have been inadequately compensated for their resettlement, contrary to the obligations stated in the LHWP.¹⁷ Compensation has been categorised into material, financial, and intangible losses. Although material and financial losses have, to some extent, been addressed, the compensation provided has often been insufficient to maintain the pre-displacement standard of living.¹⁸ More critically, intangible losses, including social disintegration, cultural erosion, and loss of identity, have largely been excluded from compensation frameworks, despite their profound impact on community well-being. In response, legal actions, notably the

¹³ Lesotho Highlands Water Commission, *Anti-Corruption Policy*, available at https://www.lhda.org.ls/Uploads/Documents/Governance/LHWP_Anti-Corruption_Policy_January_2019.pdf, last accessed on 4th June 2025.

¹⁴ DOUGLAS, and DEMPSEY, *supra* n°6, p. 3.

¹⁵ DARROCH, *et al.*, *supra* n°9, p. 137.

¹⁶ THAMAE, and POTTINGER, *supra* n°5, p. 18.

¹⁷ Articles 7, §18, 10, §3 and 15 of the Treaty on the LHWP, *supra* n°2; and Lesotho Highlands Water Project Compensation Regulations, 1990, *Government Gazette*, Legal Notice 50 of 1990, now abrogated by Lesotho Highlands Water Project Compensation Regulation, 2017.

¹⁸ DARROCH, *et al.*, *supra* n°9, p. 150.

Khabang Lejone case,¹⁹ have begun to challenge the adequacy of the LHDA's fulfilment of its responsibilities and may set important precedents for future accountability.²⁰

Phase II: Continuing Challenges

Since 2014, Phase II has been underway, comprising the construction of a concrete-faced rock-fill dam at Polihali, located downstream of the confluence of the Khubelu and Senqunyane Rivers. This phase also includes the development of a gravity-fed tunnel designed to connect the future Polihali Reservoir with the existing Katse Dam.²¹ The infrastructure necessary for the construction and operation of Phase II includes the development of access roads, the extension of electricity supply from the Ha Lejone sub-station via a transmission line to the Polihali works areas, the establishment of telecommunications facilities, as well as the construction of operational work areas and associated facilities.

The LHDA has acknowledged that this Phase will lead “to significant impacts on the livelihoods and socio-economic status of the local population as homesteads, cultivation land, trees, grazing land and other natural resources will be inundated and access to resources and facilities impeded”.²² To remedy to this and comply with the obligations set forth in the Treaty²³, a Compensation Policy for Phase II has been enacted in 2017.²⁴

However, a recent study conducted by an independent consultant across nine communities affected by the Project revealed significant gaps in the adequacy of the LHDA's policies and strategies concerning compensation, resettlement, and livelihood

¹⁹ Lesotho High Court, *Khabang Lejone Multipurpose Co-operative Society v Lesotho Highlands Development Authority*, LSHC 3, 10th September 2015.

²⁰ DARROCH, *et al.*, *supra* n°5, p. 143.

²¹ Annexure 1 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, adopted on 11 August 2011, available at https://www.lhda.org.ls/Uploads/documents/Governance/Singed_Phase_II_Agreement.pdf.

²² Lesotho Highlands Development Authority, *Social Programmes*, available at <https://www.lhda.org.ls/projectphases/phaseii>, last accessed on 4th June 2025.

²³ Article 15 of the Agreement on Phase II of the LHWP, *supra* n°20.

²⁴ Lesotho Highlands Development Authority and Lesotho Highlands Water Commission, *LHWP Phase II Compensation Policy*, available at [https://www.lhda.org.ls/Uploads/documents/Governance/LHWP%20Phase%20II%20Compensation%20Policy%20\(v8%201\)%20Approved.pdf](https://www.lhda.org.ls/Uploads/documents/Governance/LHWP%20Phase%20II%20Compensation%20Policy%20(v8%201)%20Approved.pdf), last accessed on 4th June 2025.

restoration.²⁵ In practice, many affected individuals and communities have not received any payments or have only received partial compensation despite the use of their land or assets already commencing. For example, in Ha Ramonakalali and Konki, communal assets are no longer accessible, yet no agreement on compensation has been reached.²⁶ Although LHDA policy stresses community participation, many respondents reported a lack of meaningful consultation and limited information sharing. Decision-making processes and the rationale behind compensation calculations remain opaque to most affected communities.²⁷ Despite stated commitments to restore livelihoods, nearly half of the surveyed households (46%) reported a deterioration in their livelihoods following dam construction, with negative effects on farming, grazing, and access to medicinal plants.²⁸

Moreover, there is a huge risk that such corruption will recur, as vast economic opportunities for companies and politicians are presented.²⁹

Additionally, the LHDA has been criticised for failing to develop and implement a clear gender strategy to address potential gender inequalities arising from the implementation of the Project.³⁰

Section 2: Key Actors in the Implementation of the LHWP Phase II

The large scale and technical complexity of Phase II of LHWP – or the LHWP as a whole – requires the involvement of a wide array of actors. For the purposes of this report, these actors can be broadly categorised into three groups: public authorities, corporate contractors, and affected communities.

First, the principal public authorities are those responsible for overseeing and managing the project. The LHWP originates from a bilateral treaty between the Governments of Lesotho and South Africa. To facilitate implementation, both governments delegated operational responsibilities to national entities. On the Lesotho side, this role is performed by the Lesotho Highlands Development Authority; on the

²⁵ NKOKO, *supra* n°4.

²⁶ *Ibidem*, pp. 16-17 and 22-24.

²⁷ *Ibidem*, pp. 27 and 30-31.

²⁸ *Ibidem*, pp. 27-29.

²⁹ DARROCH, *et al.*, *supra* n°9, p. 126.

³⁰ NTHO, *supra* n°4, p.8.

South African side, by the Trans-Caledon Tunnel Authority.³¹ These bodies are further coordinated through the binational Lesotho Highlands Water Commission.³² As public entities, these authorities are subject to heightened obligations regarding transparency, legal compliance, and respect for public procurement rules. Their public character also entails legal responsibility for the planning and execution of the project, particularly in ensuring that fundamental rights and environmental standards are upheld throughout.

Second, a significant number of private companies have been contracted to deliver various components of Phase II, ranging from engineering design to infrastructure provision.³³ These companies play a central operational role and, depending on the extent of their involvement, may bear legal responsibility in cases of human rights or environmental violations. The analysis of these businesses will be the focus of Chapter 2.

Third, and most importantly from a human rights perspective, the communities affected by Phase II constitute a critical stakeholder group. Although the project is intended to bring indirect benefits – such as employment opportunities, infrastructure improvements, and increased tourism – many residents experience displacement, loss of livelihood, cultural disruption, and health risks.³⁴ While mechanisms for community consultation exist under national and international law³⁵, these communities often lack equal bargaining power and may be involved only superficially. In this context, civil society organisations, including SLC, play a vital role in facilitating access to justice,

³¹ Articles 6, §4 and §5, 7, and 8 of the Treaty on the LHWP, *supra* n°2.

³² Article 9 of *ibidem*; formerly Joint Permanent Technical Commission, see Ministry of Natural Resources, LHWC, available at <https://www.water.org.ls/lhwc/>, last accessed on 21st June 2025.

³³ See *infra*, Annex 2.

³⁴ African Development Bank Group, *Project: Lesotho Highland Water Project Phase II (LHWP II). Environmental & Social Impact Assessment Summary for Polihali Reservoir & Associated Infrastructure*, available at https://www.afdb.org/sites/default/files/documents/environmental-and-social-assessments/esia_summary_for_lesotho_highland_water_project_ii_-_polihali_reservoir_associated_infrastructure.pdf, last accessed on 27th May 2025, pp. 41-43.

³⁵ See section 10, §1, (b) of the Environmental Impact Assessment Regulations, 2021, *Government Gazette* n°51, Legal Notice 55 of 2021, 21st May 2021; and article 32, §3 of the United Nations Declaration on the Rights of Indigenous Peoples, adopted on 13th September 2007, A/RES/61/295.

amplifying local voices, and supporting affected populations through legal and advocacy channels.³⁶ This report aligns itself with that mission.

Section 3: Regulatory and Legal Architecture Governing the LHWP

The Lesotho Highlands Water Project operates within a multifaceted legal framework that reflects both its transboundary nature and the complexity of its implementation. This framework can be broadly divided into interrelated dimensions: the international legal foundation of the project, the national laws governing land ownership and expropriation, and the regulatory instruments shaping the contractual, environmental and social obligations tied to the project's construction and operation.

The LHWP Foundational Treaty

The legal basis for the LHWP originates in the bilateral Treaty on the Lesotho Highlands Water Project, signed on 24th October 1986 between the Government of the Kingdom of Lesotho and the Government of the Republic of South Africa. This treaty formalised a cooperative agreement between the two states to harness Lesotho's water resources for the mutual benefit of both nations. Under the Treaty, Lesotho commits to transferring water from the highland areas to South Africa's industrialised Gauteng Province, while benefiting in return from hydroelectric power generation and royalty payments.³⁷

The Treaty establishes the core institutional and financial structure of the LHWP. It created the Lesotho Highlands Development Authority (LHDA) and the Trans-Caledon Tunnel Authority (TCTA) as the implementing agencies for Lesotho and South Africa, respectively.³⁸ These bodies are tasked with overseeing the planning, execution, and monitoring of each project phase, in accordance with the Treaty and its associated protocols.³⁹ The Treaty also lays down the dispute resolution mechanisms and provided the legal framework for cost-sharing, financing arrangements, and transboundary environmental obligations.⁴⁰

³⁶ Seinoli Legal Centre, *About us*, available at <https://www.seinoli.org.ls/about-us/>, last accessed on 28th May 2025.

³⁷ Preamble and article 4 of the Treaty on the LHWP, *supra* n°2.

³⁸ Articles 6, §4 and §5, 7, and 8 of *ibidem*.

³⁹ Articles 6, §10, 7, and 8 of *ibidem*.

⁴⁰ Articles 10 to 16 of *ibidem*.

As a foundational document, the LHWP Treaty occupies a privileged legal status. However, its implementation necessarily interacts with national laws – particularly those concerning land use, environmental protection, and procurement.

Land Ownership, Expropriation, and Compensation

A key dimension of the LHWP related to land use and the legal implications of the project's construction on the territory of Lesotho. The dams, hydropower stations, and supporting infrastructure are built on land that is constitutionally protected. According to the Constitution of Lesotho, all land in the country is held in trust for the Basotho nation by the King, who exercises this authority in accordance with constitutional provisions and statutory law.⁴¹ This trust-based mechanism acknowledges the communal nature of land while also allowing for state intervention in land matters.

Furthermore, section 17 of the Constitution safeguards individuals from arbitrary seizure of property, affirming that no property shall be compulsorily acquired except in circumstances that meet the requirements of public interest and are accompanied by prompt and full compensation.⁴² This constitutional guarantee is given further effect in the Land Act of 2010. Part IX of the Act regulates land acquisition for public purposes, setting out procedures for lawful expropriation, while Part X details the principles and mechanisms of compensation.⁴³

Under these provisions, the government may expropriate land for development initiatives such as the LHWP, provided that affected parties are adequately compensated. Compensation is meant to reflect the loss incurred, whether in terms of housing, agricultural activity, cultural value or economic opportunity.⁴⁴ However, questions remain about the fairness and adequacy of such compensation schemes, particularly in cases involving vulnerable populations.

Corporate Involvement and Public Procurement Regulation

⁴¹ Sections 107 to 109 of the Constitution of Lesotho, adopted on 25th March 1993, last amended in 2001.

⁴² Sections 17, §1, (a) and (c) of *ibidem*.

⁴³ Sections 48 to 60 of the Land Act, 2010, *Government Gazette extraordinary* n°42, Act Notice 8 of 2010, 14th June 2010.

⁴⁴ See Lesotho Highlands Water Project Compensation Regulations, 2017, *Government Gazette* n°7, Legal Notice 9 of 2017, 17th February 2017.

A project of the LHWP's magnitude inevitably requires the involvement of numerous private actors, including corporations specialising in construction, engineering, environmental consultancy, geotechnics, and transportation.⁴⁵ The contractual engagement of these entities must comply with the applicable national regulatory framework on public procurement. In Lesotho, this is governed by the Public Procurement Regulations of 2007, as amended.

Section 7 of the Regulations stipulates that all public sector projects must follow transparent and competitive procurement procedures.⁴⁶ The text explicitly allows for the participation of foreign tenders, provided that their proposals comply with the legal and technical requirements established in the bidding documents.⁴⁷ Sections 19 to 32 elaborate the procedure for the award of contracts, from the advertisement of tenders to evaluation criteria, contract signing, and disclosure obligations.⁴⁸

The Regulations are intended to ensure that procurement processes are fair, efficient, and accountable. While the Regulations outline procedural safeguards, they do not always ensure that corporate contractors respect human rights or environmental standards – issues that often fall outside the scope of procurement rules and into broader legal and ethical considerations.

Environmental Protection: Legal Instruments and Obligations

Environmental protection is a central concern in the context of the LHWP, given the scale of ecosystem disruption associated with dam construction, inundation of land, and large-scale engineering works. The Environmental Act of 2008 serves as the primary legislative instrument for environmental governance in Lesotho. Section 4 enshrines the right to a clean and healthy environment,⁴⁹ while the Act sets

⁴⁵ See *infra*, Annex 2, for the diversity of contracts.

⁴⁶ Section 7 of the Public Procurement Regulations, 2007, *Government Gazette extraordinary n°1*, Legal Notice 1 of 2007, 5th January 2007.

⁴⁷ Section 11 of *ibidem*.

⁴⁸ Sections 19 to 32 of *ibidem*.

⁴⁹ Section 4 of the Environment Act, 2008, *Government Gazette n°80*, Act Notice 10 of 2008, 5th December 2008.

environmental quality standards⁵⁰ and imposes controls on pollution, waste management, and hazardous substances.⁵¹

Of particular relevance to the LHWP is the requirement for Environmental Impact Assessment (EIA), mandated for all large-scale development projects.⁵² The failure to conduct or comply with an EIA constitutes an offence under the Act.⁵³ In 2021, Lesotho adopted the Environmental Impact Assessment Regulations to operationalise the EIA provisions of the Environment Act.⁵⁴ These Regulations outline the methodology, documentation, and approval process for EIAs⁵⁵ and detail the responsibilities of project proponents, environmental consultants, and government authorities. They also provide mechanisms for public participation,⁵⁶ thereby recognising the importance of local voices in assessing project impacts.

Social Risks and Human Rights Considerations

Beyond environmental degradation, the LHWP generates a wide array of social risks, many of which fall disproportionately on marginalised communities, exacerbating pre-existing vulnerabilities.⁵⁷ Large-scale infrastructure projects frequently entail the displacement of communities, the disruption of traditional ways of life, health risks, and the erosion of cultural heritage. The LHWP is no exception.

The Constitution of Lesotho contains a number of fundamental rights that are relevant to these concerns. Section 11 protects the right to respect for private and family life, including the privacy of the home.⁵⁸ Section 13 affirms the freedom of conscience, religion, and belief, which includes respect for cultural heritage and burial sites.⁵⁹ Sections 18 and 19 prohibit discrimination and guarantee equality before the law.⁶⁰

⁵⁰ Sections 28 to 36 of *ibidem*.

⁵¹ Sections 37 to 51 of *ibidem*.

⁵² Sections 19 to 27 of *ibidem*.

⁵³ Section 103 of *ibidem*.

⁵⁴ See section 113 of *ibidem*.

⁵⁵ Sections 3 and 4 of the EIA Regulations, *supra* n°34.

⁵⁶ Section 7 of *ibidem*.

⁵⁷ African Development Bank Group, *supra* n°33, p. 26.

⁵⁸ Section 11 of the Constitution of Lesotho, *supra* n°40.

⁵⁹ Section 13 of *ibidem*.

⁶⁰ Sections 18 and 19 of *ibidem*.

Moreover, as discussed earlier, section 17 offers protection against arbitrary deprivation of property.⁶¹

Despite these guarantees, the reality for many affected communities remains precarious. Compensation mechanisms are often inadequate, particularly for women. In many cases, compensation is paid to the male head of household, who would flee its family with the money, leaving women and children without resources or secure housing following displacement. Such gender-based disparities in legal and social protection point to structural inequalities that are rarely addressed in project planning.⁶²

The Environmental and Social Impact Assessment for the Polihali Reservoir

In light of the potential impacts associated with Phase II of the LHWP, an environmental and social impact assessment (ESIA) was undertaken for the Polihali reservoir and its associated infrastructures.⁶³ This assessment forms a key source of data for understanding risks and mitigation measures. At the time of writing, the ESIA for the Oxbow Dam remains in preparation.⁶⁴

The Polihali ESIA adopts an integrated approach, addressing both biophysical and socio-economic effects.⁶⁵ On the environmental side, the ESIA highlights serious risks to land use, soil integrity, and bird species, particularly due to habitat loss from inundation and altered hydrology.⁶⁶ While mitigation measures are proposed, the long-term effectiveness of these actions – if undertaken – remains uncertain.

Socially, the report identifies critical risks including displacement, loss of livelihoods, cultural site disturbance, and health threats.⁶⁷ Although mechanisms for compensation

⁶¹ Section 17 of *ibidem*.

⁶² Southern Africa Litigation Centre, *Revisiting the LHWP Treaty 1986: Towards a Just and Equitable Agreement for Lesotho and Affected Communities*, webinar hold on 8th May 2025, replay available at <https://www.youtube.com/live/EXkHQsirAkl>, last accessed on 27th May 2025.

⁶³ See *infra*, Annex 1, for the detailed environmental and social impacts assessment, and see African Development Bank Group, *supra* n°33.

⁶⁴ See Contrat n°6038 in *infra*, Annex 2, and see Creamer Media's Engineering News, *Oxbow Hydropower ESIA contract awarded*, available at <https://www.engineeringnews.co.za/article/oxbow-hydropower-esia-contract-awarded-2024-12-05>, last accessed on 27th May 2025.

⁶⁵ Sections 2 and 17 of the EIA Regulations, *supra* n°34.

⁶⁶ African Development Bank Group, *supra* n°33, pp. 32-39.

⁶⁷ *Ibidem*, pp. 41-43.

and community engagement are included, concerns remain about their fairness and effective implementation – especially in regard to gender inequality.

Some economic benefits are projected, notably increased government revenue, job creation and future tourism development.⁶⁸ However, these gains are unevenly distributed and highly dependent on governance and long-term policy follow-through.

The ESIA concludes that the project can maintain a manageable balance between benefits and harms if mitigation measures are properly applied.⁶⁹ Nevertheless, the underlying tension remains: development must not come at the disproportionate cost of communities' rights and ecosystems. As this report argues, corporate actors contributing to such harm must be held legally accountable for their role.

⁶⁸ *Ibidem*.

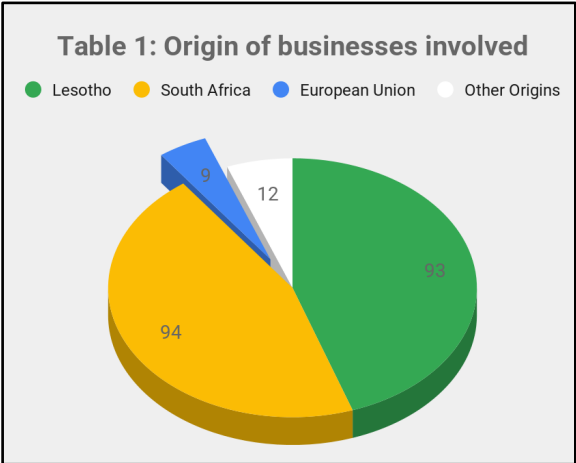
⁶⁹ *Ibidem*, p. 45.

Chapter 2: Mapping of Businesses Identified

A detailed list of businesses currently involved in Phase II of the LHWP can be found in Annex 2. This data was sourced from the Lesotho Highlands Development Authority (LHDA) website, specifically under the “Awarded Contracts” section.⁷⁰ Each published notice of award was analysed to identify the selected business or joint-venture. Based on the information available in those documents, we were able to compile the relevant data.

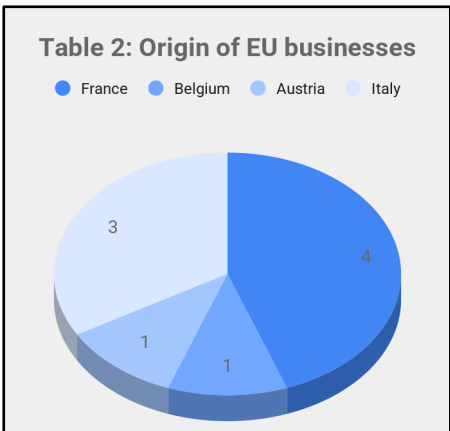
From this mapping exercise, preliminary conclusions can already be drawn.

Of the 208 companies identified, 44.7% are based in Lesotho, 45.2% in South Africa, 4.3% in the European Union, and 5.8% originate from other foreign countries (see Table 1). While South African and Lesotho-based companies represent the vast majority of contractors, our research remains focused on those based in the European Union, given the potential for more effective litigation in that jurisdiction and our team’s legal expertise in European frameworks.



Among the nine European companies currently involved in Phase II, there is a small diversity in national origin and area of expertise, although all are broadly engaged in fields related to engineering and infrastructure development (see Table 2).

France is the most represented European country, with four companies participating in the project. Électricité de France (EDF) is contributing through its consultancy services in hydro-engineering, while Artelia and Seister Seismic are both involved in construction



⁷⁰ Lesotho Highlands Development Authority, *Awarded Contracts*, available at <https://www.lhda.org.ls/tenderbulletin/pastTenders.aspx>, last accessed on 11th April 2025.

supervision and engineering, reflecting their technical specialisation in large-scale infrastructure projects. Freyssinet International, another French firm, is engaged in bridge engineering and construction, a sector in which it has long standing expertise.

Italy is represented by three companies. WeBuild, a major player in international construction, is working on bridge construction within the LHWP. CMC Ravenna is contributing its expertise in tunnel engineering, a field in which it has been active across various global infrastructure initiatives. ELC Electroconsult, another Italian company, is involved in consultancy services, with a particular focus on environmental and social impact assessments – an especially relevant area in the context of development-induced displacement.

Belgium is represented by Tractebel, a company specialised in hydropower and related infrastructure. Known for its involvement in energy and water projects worldwide, Tractebel brings considerable technical knowledge to the LHWP.

Finally, Austria is represented by Gleitbau-Gesellschaft, a company operating in the field of bridge engineering. Its participation reinforces the presence of European expertise in the design and construction of complex transport infrastructure within the project.

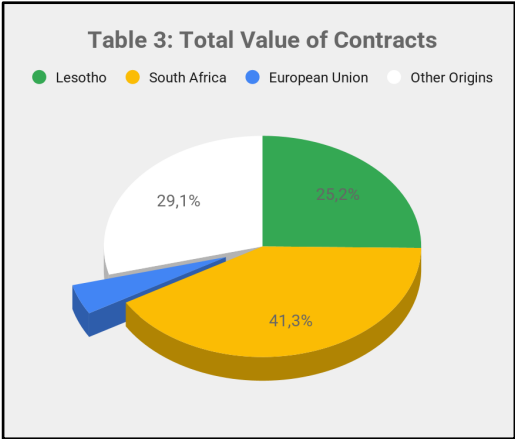
These European companies, while fewer in number compared to their South African and Lesotho counterparts, play a significant role in the project's implementation and are therefore central to our inquiry into corporate accountability and human rights compliance.

Beyond the number and origin of contractors, it is also relevant to assess the financial dimension of their involvement. Annex 2 includes the value of contracts awarded, calculated for the whole contract and per company. In cases where a contract was awarded to a joint venture, we have assumed – for the purposes of this analysis – that the contract value was distributed equally among the participating companies.⁷¹ This

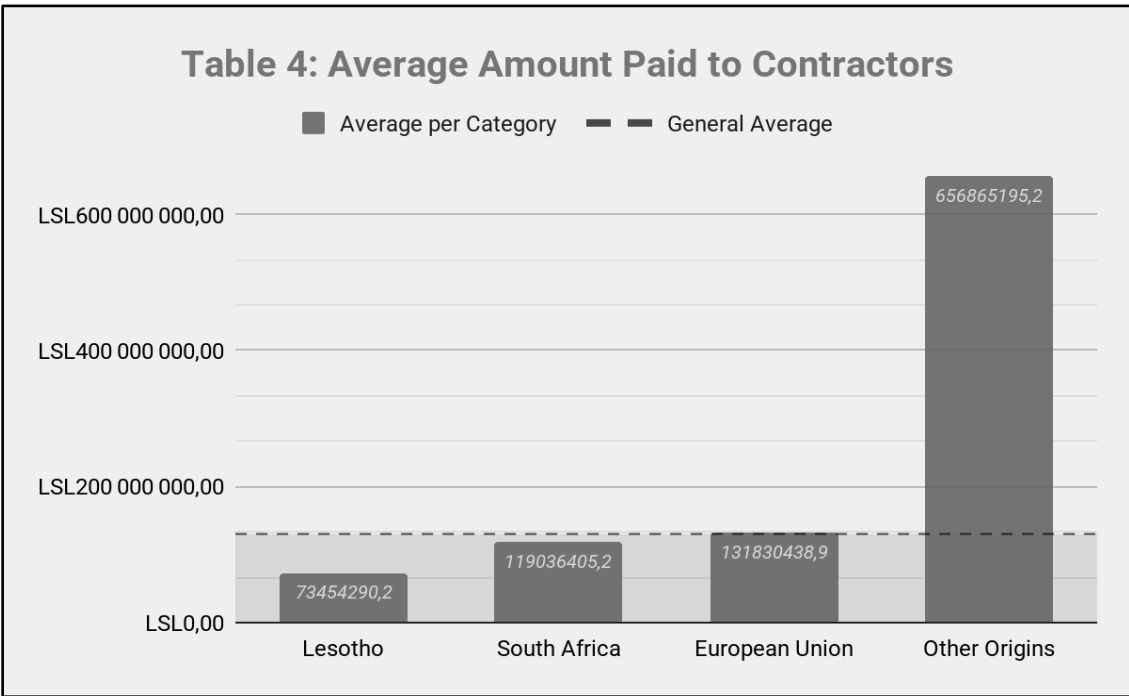
⁷¹ Equal distribution of contract value within joint ventures is unlikely in practice, as allocations are generally based on the proportion of work carried out by each partner. However, due to the unavailability of precise data on internal distributions, we applied an equal split for the purposes of this analysis. As such, the figures presented at the end of this chapter and in the relevant annexes should not be considered exact but are intended to offer a visual and comparative approximation. Interpret with caution.

allows us to approximate the financial weight of each actor. To support this assessment, aggregated data is further detailed in Annexes 2 and 3, and summarised in Tables 3 and 4 for visual clarity.

These figures, while to be interpreted with caution, reveal certain disparities.



Out of the total 27,089,527,368.64 Lesotho Loti (LSL) budget allocated to Phase II of the LHWP so far, 41.3% has been awarded to South African companies, 25.2% to Lesotho-based companies, 4.4% to European Union companies, and 29.1% to contractors from other origins. However, as noted in Table 1, the number of EU and other foreign companies remains relatively small compared to those from South Africa and Lesotho.



To better reflect the financial significance of each contractor’s involvement, we calculated the average contract value per company, grouped by region of origin. Across all 208 companies identified, the global average contract value is 130 238 112, 35 LSL. Disaggregating this average by origin, we observe a different picture. Contractors from “other origins” countries hold the most lucrative contracts, averaging 656 865 195, 15

LSL each. EU-based companies follow with an average of 131 830 438, 89 LSL. South African companies average 119 036 405, 22 LSL, while Lesotho-based companies average 73 454 290, 17 LSL.

These figures suggest that, although EU companies represent a minority in terms of numbers, they maintain a significant financial presence in the project. This reinforces the relevance of examining their responsibilities more closely, particularly regarding compliance with human rights and environmental standards.

Chapter 3: Legal Strategy

European companies involved in Phase II of the Lesotho Highlands Water Project can only be held accountable through a clear and strategic use of legal tools. This report aims to explore how business and human rights accountability mechanisms – both legal and normative – can be translated into concrete legal actions.

Prior research by academics and civil society organisations has mapped a wide range of grievance mechanisms operating across industry-specific, national, regional, and international levels. These mechanisms include both public and private frameworks, grounded in law or built on voluntary standards. They span formal avenues such as courts and ombudspersons, as well as quasi-legal forums like international treaty bodies, UN special rapporteurs, OECD National Contact Points (after NCPs), development bank grievance panels, and industry-led processes.⁷²

This roadmap is therefore informed by this growing body of work on corporate accountability. Following the concept of a “smart mix” of legal, regulatory, and voluntary measures (though originally framed as a state responsibility), our approach reflects the need to work across multiple legal and normative layers. In fragmented enforcement contexts, strategically combining available mechanisms may create pressure points and open credible pathways for holding companies accountable.⁷³

That said, this report prioritises litigation before European courts as a central angle of legal analysis. Rather than attempting to cover every possible forum, we focus on what is currently the most viable and strategic legal entry point: actions brought against EU-based companies in the jurisdictions where they are domiciled. This choice is guided

⁷² REES, C. and VERMIJS, D., *Mapping Grievance Mechanisms in the Business and Human Rights Arena*, Harvard University Press, 2008; and European Union Agency for Fundamental Rights, *Business and Human Rights – Access to Remedy. Report*, available at https://fra.europa.eu/sites/default/files/fra_uploads/fra-2020-business-human-rights_en.pdf, last accessed on 16th June 2025.

⁷³ The concept of ‘smart mix’ is presented in the UNGP and has found big resonance in policy or academic spheres, see Office of the High Commissioner on Human Rights, *Guiding Principles on Business and Human Rights. Implementing the United Nations “Protect, Respect and Remedy” Framework* (UNGPR), available at https://www.ohchr.org/sites/default/files/documents/publications/guidingprinciplesbusinessshr_en.pdf, last accessed on 16th June 2025.

For a better understanding of the concept at the European Union level, see European Law Institute, *Business and Human Rights: Access to Justice and Effective Remedies*, available at https://www.europeanlawinstitute.eu/fileadmin/user_upload/p_eli/Publications/ELI_Report_on_Business_and_Human_Rights.pdf, last accessed on 16th June 2025.

by legal and strategic consideration. In many transnational cases, judicial remedies remain the only realistic path to obtaining binding outcomes. While non-judicial mechanisms may offer dialogue or visibility, they rarely lead to enforceable decisions. By contrast, litigation before European courts provides victims with access to procedures that are bound by law, overseen by independent judges, and capable of producing outcomes that companies are legally required to respect.⁷⁴

Moreover, EU legal systems offer clear procedural frameworks, predictable jurisdictional rules, and binding legal obligations applicable to companies headquartered in Europe. Article 4 of the Brussels *Ibis* Regulation notably requires EU courts to accept jurisdiction over such companies, regardless of where the harm occurred. This removes important procedural hurdles – such as *forum non conveniens* – and ensures that victims may access a court with both the authority and the obligation to hear their claims.⁷⁵

We do not present this focus on EU litigation as a universal solution, but as a deliberate starting point for our analysis. It defines the legal scope of this report and underpins our strategy in accordance with the purpose of this report.

At the same time, and as stated before, our roadmap recognises that litigation is not the only possible route to accountability. Non-judicial mechanisms (NJMs) may also play a strategic supporting role. They may help reinforce legal proceedings by generating public pressure, substantiating key claims or provide accessible, lower-cost channels where claimants may begin to raise grievances, document harm, and generate public attention. Outcomes such as NCP statements, bank grievance reports, or company-level findings may create a factual and reputational record that strengthens future legal claims. They may also clarify the applicable standards or help identify gaps in corporate due diligence practices. In this way, NJMs may operate as

⁷⁴ SKINNER, G., McCORQUODALE, R., DE SCHUTTER, O., and LAMBE, A., “The Third Pillar: Access to Judicial Remedies for Human Rights Violations by Transnational Business”, web publication available at https://corporatejustice.org/wp-content/uploads/2021/04/the_third_pillar_-_access_to_judicial_remedies_for_human_rights_violation.-1-2.pdf, last accessed on 16th June 2025; and European Union Agency for Fundamental Rights, *supra* n°70.

⁷⁵ Regulation (EU) n° 1215/2012 of the European Parliament and of the Council of the 12th December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (Brussels *Ibis* Regulation), OJ L 351, 20.12.2012, pp. 1-32; and European Union Agency for Fundamental Rights, *ibidem*.

entry points that support or anticipate litigation, particularly in cases where access to judicial remedy is still being built or strategically sequenced. This reflects the need, both judicial and non-judicial avenues in the pursuit of effective corporate accountability.

However, the limitations of NJMs are well documented. These mechanisms are often under-resourced, and lack enforcement powers. While they can provide low-cost channels for dialogue or interim relief, they rarely result in meaningful remedies – particularly in cases such as the LHWP that involve serious or systemic human rights violations. In some instances, companies have even used NJMs as a way to delay or deflect legal action.⁷⁶

Given these limitations, our roadmap addresses the need to raise understanding on NJMs but mostly as strategic complements to litigation. They may help reinforce legal proceedings by generating public pressure or substantiating key claims, but only courts may impose binding decisions and enforce responsibility in a legally meaningful and lasting way.

This approach, anchored in enforceable claims, but attentive to soft-law mechanisms, does not imply simplicity. This report acknowledges that bringing transnational corporate cases before European courts is fraught with legal and logistical hurdles. Some of the most important being:

1. Standing: Determining who may bring claims in European courts is not straightforward. Foreign victims or NGOs may face barriers related to civil procedure, lack of collective redress frameworks,⁷⁷ or restrictive interpretations of legal interest. In some countries, procedural reforms are needed to facilitate representative or collective actions that reflect the nature of business-related harms.

⁷⁶ MILLER-DAWKINS, M., MACDONALD, K., and MARSHALL, S., “Beyond Effectiveness Criteria. The Possibilities and Limits of Transnational Non-Judicial Redress Mechanisms”, web publication available at https://www.researchgate.net/publication/318002229_Beyond_Effectiveness_Criteria_The_Possibilities_and_Limits_of_Transnational_Non-Judicial_Redress_Mechanisms, last accessed on 16th June 2025.

Testimonies cited by the FRA suggest that unless companies are faced with the credible threat of litigation, they often have little incentive to engage sincerely in these processes. See European Union Agency for Fundamental Rights, *ibidem*.

⁷⁷ European Law Institute, *supra* n°72, p. 30.

2. Applicable Law: In most civil liability cases, the applicable law is determined by the Rome II Regulation, which defaults to the law of the country where the damage occurred. This may result in the application of foreign laws that offer weak protections or low compensation ceilings. While exceptions exist – notably for environmental harm – strategic choices must be made about whether to invoke the host state’s law or argue for alternative interpretations based on public policy grounds.⁷⁸
3. Corporate Structure and Evidence: One of the most significant challenges lies in attributing liability to the parent company. European legal systems are generally reluctant to pierce the corporate veil, and strict rules around access to internal documentation severely limit the ability of victims to substantiate claims. Without reforms in evidence discovery and clearer legal duties, many cases may be excluded at the evidentiary stage.⁷⁹
4. Remedy: Even when a judgment is obtained, ensuring enforcement – especially across jurisdictions or when dealing with complex multinational structures – remains difficult. The character and extent of the remedy are also governed by the applicable substantive law, which may constrain what courts may order (e.g. injunctions, damages).⁸⁰

Despite these challenges, this strategy reflects a pragmatic choice. Litigation in EU jurisdictions offers, for now, the most promising legal architecture for testing accountability mechanisms in practice. It enables legal actors to invoke binding duties, trigger evidence obligations, and set legal precedents with ripple effects beyond individual cases.

⁷⁸ RÜHL, G., “Human Rights in Global Supply Chains: Do We Need to Amend the Rome II Regulation?”, web publication available at <https://eapil.org/2020/10/09/human-rights-in-global-supply-chains-do-we-need-to-amend-the-rome-ii-regulation/>, last accessed on 16th June 2025; and PÉREZ ADROHER, A., *Rome II Regulation and Liability of Multinationals for Human Rights Violations in Third Countries: Irreconcilable Differences?*, Columbia University Press, 2020.

⁷⁹ CHAMBERS, R., “Parent Company Direct Liability for Overseas Human Rights Violations: Lessons from the UK Supreme Court”, *University of Pennsylvania Journal of International Law*, vol. 42, n°3, 2021, pp. 519-579.

For an analysis of the current strategies in the European Union, see Fédération Internationale pour les Droits Humains, *Extraterritorial Civil Liability of Multinational Corporations for Human Rights Violations*, available at <https://corporateaccountability.fidh.org/the-guide/judicial-mechanisms/extraterritorial-civil-liability-of-multinational-corporations-for-human-rights-violations/>, last accessed on 16th June 2025.

⁸⁰ SKINNER, *et al.*, *supra* n°73; and European Union Agency for Fundamental Rights, *supra* n°71.

Section 1: Methodology and Structure

Our methodological approach is informed by the practices of leading civil society organisations in the field of business and human rights, such as the Business & Human Rights Resource Centre⁸¹ and the European Coalition for Corporate Justice (ECCJ).⁸² These organisations have developed strategic tools such as legal opportunity mapping and litigation-focused assessments to identify realistic pathways for corporate accountability. Their work typically centres on identifying legal entry points, examining enforcement mechanisms, and highlighting jurisdictional patterns – offering a framework for action that is both practical and grounded in legal realities.⁸³ Our own roadmap situates itself within this tradition, applying similar techniques to the specific context of corporate involvement in Phase II of the LHWP.

Following an initial mapping exercise, we identified nine European companies that are directly involved in LHWP Phase II, through participation in major joint ventures.⁸⁴ To avoid generalisations that risk detachment from enforceable legal standards, we narrowed our focus to three selected companies: EDF, Tractebel, and Webuild. These companies were chosen based on four key criteria: (1) their contractual involvement and centrality in the project; (2) the availability and strength of legal tools in their home jurisdictions; (3) their incorporation within EU Member States, giving rise to EU law

⁸¹ Business & Human Rights Resource Centre, *Home page*, available at <https://www.business-humanrights.org/en/>, last accessed on 21st June 2025.

⁸² European Coalition for Corporate Justice, *Home page*, available at <https://corporatejustice.org/>, last accessed on 21st June 2025.

⁸³ See, in addition to the sources already mentioned, European Parliament resolution of the 20th May 2021 on the liability of companies for environmental damage, OJ C 15/186, 12.1.2022, pp. 186-195; BIRCHALL, E., DEVA, S., and NOLAN, J., "The Impact of Strategic Human Rights Litigation on Corporate Behaviour", web publication available at <https://www.freedomfund.org/app/uploads/2024/03/litigationimpactreport-2023.pdf>, last accessed on 16th June 2025; Sage Fund, *Climate and Corporate Accountability*, available at <https://www.sagefundrights.org/climate-strategic-litigation>, last accessed on 16th June 2025; and Sherpa, *Corporate Responsibility for the Protection of Human Rights and the Environment in Benin, Togo and Senegal. Overview of the Political and Legal Framework and Opportunities for Advocacy* (FR: Responsabilité des entreprises en matière de protection des droits humains et de l'environnement au Bénin, au Togo et au Sénégal. État des lieux du cadre politique et juridique et opportunités de plaidoyer), only available in French at https://www.coordinationsud.org/wp-content/uploads/Sherpa_Rapport_Senegal_Benin_Togo_06_2024.pdf, last accessed on 16th June 2025.

⁸⁴ See *infra*, Annex 2, for the detailed information on contracts and contractors.

obligations; and (4) the existence of corporate due diligence frameworks or internal policies that could support claims of fault or breach.⁸⁵

The analytical core of this report consists of a case-based legal assessment, grounded in the examination of relevant legislation, case law, soft law instruments, and publicly available corporate documentation. Our inquiry focuses on operational questions such as: What link can be established between the company's actions and the harm alleged? Which legal tools – judicial or non-judicial – are realistically available in European courts and according to European legal frameworks? And what procedural or substantive obstacles might arise. On the procedural aspect, the issues related to standing kept our attention.

In the transnational context of human rights and environmental harms caused by multinational enterprises, standing raises specific challenges: Who is considered to have a sufficient legal interest to initiate proceedings in a European jurisdiction? Can foreign NGOs or directly affected communities act as plaintiffs, and under what conditions? This report pays particular attention to how European Private International Law and national courts have interpreted and applied the standing requirement under relevant legal action.

Rather than conducting three entirely separate legal assessments, we adopted a progressive strategy anchored in a pilot case. This approach enables us to develop a detailed legal argument with sufficient depth before adapting and extending our reasoning to other cases. Our starting point is EDF, given the robustness of the French legal framework and the availability of public information concerning EDF's role in LHWP Phase II. This enables us to build a coherent legal foundation for subsequent comparative analysis.

The structure of our legal analysis unfolds in three successive phases:

The first case centres on EDF and serves as a model for testing the coherence of legal arguments, evaluating potential jurisdiction and standing in French courts, and applying both hard and soft legal instruments. Particular attention is given to how EDF's

⁸⁵ See *infra*, Annex 4, for a more developed presentation of the companies, and for additional selection criteria.

own internal commitments may contribute to establishing fault under French civil liability law.

We then apply the same methodological framework to the cases of Tractebel and WeBuild, adapting our legal reasoning to the specificities of the Belgian and Italian legal systems. These comparative analyses help identify recurring procedural challenges, while also revealing jurisdiction-specific opportunities for legal redress.

Finally, drawing on the findings from the three core cases, we extract cross-cutting insights to assess the broader applicability of our strategy to the remaining European companies identified in the initial mapping. This last step enables us to evaluate which legal mechanisms appear most promising across jurisdictions, and to clarify the procedural, legal or evidentiary hurdles likely to arise in other similar contexts.

This methodology is not intended to provide an exhaustive inventory of all possible legal actions. Instead, it aims to develop a practical and adaptable legal reasoning and framework that can support both strategic litigation and targeted advocacy. By anchoring our analysis in concrete contractual relationships and verifiable legal obligations, we aim to identify where legal action is most likely to succeed, under what conditions, and with what limitations.

This approach aligns with the broader objective of fostering evidence-based, strategic interventions in the field of corporate accountability. It reflects the current shift in practice among legal practitioners, civil society actors, and academic clinics - away from abstract critique and toward concrete, legally actionable pathways for redress. In doing so, it also supports the ongoing work of organisations like SLC, helping to amplify community voices and reinforce efforts to ensure corporate responsibility in the context of transnational development projects.

Section 2: Assessing EDF's Legal Exposure Under French Law

EDF is one of the principal European companies involved in Phase II of the LHWP.⁸⁶ Given its corporate structure, legal status, and role in the project, it presents a valuable case study for exploring avenues of accountability under French law, including both civil liability and the Duty of Vigilance Law. The following sections examine the procedural and substantive legal grounds upon which EDF could be held liable.

A. Jurisdiction and Applicable Law

As previously stated, pursuant to Article 4, §1 of the Brussels *Ibis* Regulation,⁸⁷ jurisdiction in civil and commercial matters lies with the courts of the Member State where the defendant is domiciled. Considering that EDF is headquartered in Paris, the French courts constitute the appropriate forum to hear any civil claims brought against the company in connection with its role in Phase II of the LHWP.

France follows a civil law tradition, meaning litigation is governed primarily by codified statutes, notably the French Code of Judicial Organisation (*Code de l'organisation judiciaire*) and the French Code of Civil Procedure (FCCP – *Code de procédure civile*).

In the context of a cross-border dispute, the claimant must first demonstrate that the French courts have jurisdiction to hear the case. This requires establishing a sufficient connection between the dispute and the French legal order – typically based on the domicile of the defendant or other relevant territorial links.⁸⁸

To strengthen the case's admissibility and increase the likelihood of success, we recommend that SLC partners with French civil society organisations or NGOs. These partnerships can help satisfy procedural standing requirements and lend legitimacy under French legal rules governing interest to act (*intérêt à agir*).

The determination of jurisdiction under French Law follows three main criteria.

⁸⁶ See *infra*, Annex 4, for the detailed presentation of EDF.

⁸⁷ Brussels *Ibis* Regulation, *supra* n°74.

⁸⁸ PAPADOPOULOU, D. (ed.), "Possibility and terms for applying Brussels I Regulation (recast) to extra-EU disputes", web publication, available at [https://www.europarl.europa.eu/RegData/etudes/STUD/2014/493024/IPOL-JURI_ET\(2014\)493024_EN.pdf](https://www.europarl.europa.eu/RegData/etudes/STUD/2014/493024/IPOL-JURI_ET(2014)493024_EN.pdf), last accessed on 16th June 2025.

Firstly, the personal jurisdiction (*ratione personae*), established under Article 31 CPC, would allow any person or organisation to legally represent the affected communities from Phase II, provided they meet the necessary criteria. To qualify, the applicant must demonstrate a “legitimate interest in the success or rejection of a claim”⁸⁹ (*intérêt à agir*) “unless the law restricts this right to specific individuals or entities”⁹⁰ (*droit d’agir*). This provision allows French NGOs or other legal support centres to act on behalf of these communities if they can demonstrate that their interest is personal, direct, inherent, and current.⁹¹ The lack of interest from a party constitutes a ground for inadmissibility, which the judge may raise on their own initiative.⁹²

Then, the territorial jurisdiction (*ratione loci*) established in Article 42 FCCP, the general rule, known as the principle of *forum rei*, grants jurisdiction to the courts of the defendant’s domicile. For legal entities such as corporations, this includes the location of their registered office or principal place of business.⁹³ Consequently, French courts have international jurisdiction over disputes when the defendant is domiciled in France.

Additionally, Article 46 FCCP provides for alternative jurisdiction in tort matters, allowing the claimant to bring the claim either before the court of the defendant’s domicile or before the court where the harmful event occurred or where the damage was suffered.⁹⁴ These rules have also been “internationalised” by French courts and are now commonly applied in cross-border disputes.

In our case, the claimant must follow the general rule outlined in Article 4, §1 Brussels Ibis Regulation and Article 42 FCCP to establish standing, as the damage occurred in Lesotho.

Finally, under the subject-matter jurisdiction (*ratione materiae*), the nature of the legal dispute determines the competent court in terms of subject-matter. In the case § typically lie with the *Tribunal judiciaire* de Paris if the claimed damages exceed €4,000,

⁸⁹ Free translation of the Article 31 of the French Code of Civil Procedure (FCCP), adopted on 12th April 1806, last amended in 2025.

⁹⁰ *Ibidem*.

⁹¹ DEHARO, G., “Interest in taking action” (FR: Intérêt à agir), web publication, only available in French at <https://www.dalloz-actualite.fr/flash/interet-agir>, last accessed on 16th June 2025.

⁹² *Ibidem*.

⁹³ Article 43, §3 of the FCCP, *supra* n°88; and PAPADOPOULOU, *supra* n°87, p. 65.

⁹⁴ Article 42 and 46, §2 of *ibidem*.

pursuant to Article L.211-3 of the French Code of Judicial Organisation.⁹⁵ This court has jurisdiction over civil and commercial disputes that do not fall under the jurisdiction of specialised courts.

To determine the applicable law regime, we will rely on the Rome II Regulation,⁹⁶ which governs the law applicable to non-contractual obligations in cross-border civil and commercial matters within the EU. The general rule is set out in Article 4, §1 provides that the applicable law shall be the law of the country where the damage occurred (*lex loci damni*).⁹⁷ In principle, this would mean applying the law of the non-EU country where the harm was suffered.

However, Article 3 of the Regulation introduces the principle of universal application, stipulating that the law designated by Rome II shall apply regardless of whether it is the law of an EU Member State or a third country. Consequently, even if the damage occurs outside the EU, as in the case of harm caused by EDF operations in a third country, Rome II still governs the determination of the applicable law, provided that the dispute is brought before a court in an EU Member State.

The Regulation also allows for several exceptions to deviate from the general rule which may be strategically invoked in the case against EDF.

First, under Article 4, §2, where both parties share a common habitual residence, the law of that country applies. This could be relevant if a French NGO represents the affected communities, thereby establishing a connecting factor with French law.

Second, Article 4, §3 introduces an escape clause, allowing the court to apply the law of another country where the tort has “manifestly more closely connected”.⁹⁸ In EDF’s case, if the alleged wrongful corporate conduct took place at its headquarters in

⁹⁵ Article L.211-3 of the French Code of Judicial Organisation, adopted on 24th August 1790, last amended in 2025.

⁹⁶ Regulation (EC) n° 864/2007 of the European Parliament and of the Council of the 11th July 2007 on the law applicable to non-contractual obligations (Rome II Regulation), OJ L 199, 31.7.2007, pp. 40-49.

⁹⁷ SYMEONIDES, S., “Rome II and Tort Conflicts: A Missed Opportunity”, *American Journal of Comparative Law*, vol. 56, 2008, pp. 1-46.

⁹⁸ PAPADOPOULOU, *supra* n°87, p. 41.

France, and the company is domiciled in France, this may justify applying French law, even if the harm occurred abroad.

Third, under its Article 14, Rome II recognises choice-of-law agreements. In the present case, it has been indicated that any legal disputes involving the company shall be governed by French law.⁹⁹ This public declaration may serve as persuasive evidence in favour of applying French law to the current dispute, particularly in circumstances where the parties involved may be considered to have either expressly accepted or reasonably anticipated the applicability of such governing law.

Having established jurisdiction and the likely applicability of French law, the next section turns to the relevant substantive legal framework, namely France's tort law and the Duty of Vigilance Law, as potential grounds for holding EDF accountable for its involvement in LHWP Phase II.

B. The Duty of Vigilance Framework: a Legal Tool for Corporate Liability

Our proposed legal strategy is to pursue this case under the French Duty of Vigilance Law (FDVL) – the *loi relative au devoir de vigilance des sociétés mères et des entreprises donneuses d'ordre* – which is the first mandatory due diligence legislation adopted within the European Union.

Overview of the French Duty of Vigilance Law: Legal Architecture, Procedure, and Relevance

The FDVL¹⁰⁰ represents a landmark piece of legislation in the field of corporate accountability and human rights protection. Enacted in response to long-standing international calls for binding due diligence requirements, the FDVL transforms soft law norms – such as those found in the UN Guiding Principles on Business and Human

⁹⁹ EDF Group, *Legal Notices*, available at <https://www.edf.fr/en/legal-notice>, last accessed on 13th August 2025.

¹⁰⁰ French Law n°2017-399 of the 27th March 2017 on the duty of vigilance of parent companies and ordering companies (FR: Loi n°2017-399 du 27 mars 2017 relative au devoir de vigilance des sociétés mères et des entreprises donneuses d'ordre), JORF n°0074, 28.3.2017, text 1. This law aimed at inserting Articles L.225-102-4 and L.225-102-5 in the French Commercial Code, adopted on 18th September 2000, last amended in 2024.

Rights¹⁰¹ and the OECD Guidelines¹⁰² – into a legally enforceable obligation under French domestic law.

The law applies to any company headquartered in France that, at the close of two consecutive financial years, employs at least 5,000 employees within France or at least 10,000 employees worldwide.¹⁰³ This threshold captures many of France's largest multinational corporations, including EDF.

At the heart of the FDVL is the obligation for covered companies to adopt and implement a vigilance plan (*plan de vigilance*).¹⁰⁴ This plan must outline the reasonable measures¹⁰⁵ the company has taken to identify risks and to prevent serious violations of human rights and fundamental freedoms, health and safety, and environmental harm resulting from its activities, those of its subsidiaries, and those of its subcontractors and suppliers with whom it maintains a well-established commercial relationship.¹⁰⁶ The vigilance plan must be published annually, as part of the company's management report, and must remain accessible to the public.¹⁰⁷

According to Article 1, §3 of the FDVL, the vigilance plan must include five core elements. First is a risk mapping to identify and prioritise potential adverse impacts. Second is procedures for regular assessment of subsidiaries, subcontractors, and suppliers. Third is mitigation and prevention actions suited to the identified risks. Fourth is mechanisms for alerting the company to risks, developed in consultation with trade unions or stakeholders. And finally, fifth is monitoring systems to evaluate the effectiveness of measures in place.

¹⁰¹ Principles 17 and 22 of the UNGP, *supra* n°72.

¹⁰² Organisation for Economic Cooperation and Development, *OECD Due Diligence Guidance for Responsible Conduct*, available at https://www.oecd.org/en/publications/oecd-due-diligence-guidance-for-responsible-business-conduct_15f5f4b3-en.html, last accessed on 10th April 2025; and Organisation for Economic Cooperation and Development, *Promoting Coherence between the OECD Guidance and the Voluntary Principles of Security and Human Rights*, available at https://www.oecd.org/en/publications/promoting-coherence-between-the-oecd-guidance-and-the-voluntary-principles-on-security-and-human-rights_27c50b7b-en.html, last accessed on 10th April 2025.

¹⁰³ Article 1, §1 of the FDVL, *supra* n°99.

¹⁰⁴ EDF Group, *Vigilance Plan 2024*, available at https://www.edf.fr/sites/groupe/files/2025-06/edfgroup_rse_plan-de-vigilance-autonome_2024_en.pdf, last accessed on 16th June 2025.

¹⁰⁵ The word reasonable describes here an obligation of conduct, see COSSART, S., CHAPLIER, J., and BEAU DE LOMENIE, T., "The French Law on Duty of Care: A Historical Step Towards Making Globalization Work for All", *Business and Human Rights Journal*, vol. 2, n°2, 2017, pp. 317-323.

¹⁰⁶ Article 1, §2 of the FDVL, *supra* n°99.

¹⁰⁷ Article 1, §4 of the *ibidem*.

The plan is intended to be more than a symbolic declaration. It must be practical, tailored, and enforceable. Moreover, the plan must be developed with stakeholder engagement, including consultation with employees or their representatives. In doing so, the FDVL imposes both procedural obligations – such as consultation and publication – and substantive obligations, requiring that companies take proportionate and effective action to reduce their exposure to harm.

Where a company fails to meet its obligations under the FDVL, legal recourse is available. Any individual or organisation with a legitimate interest (*intérêt à agir*) may initiate enforcement through a two-step process. First, they must issue a formal notice (*mise en demeure*) to the company, identifying the alleged shortcomings in the vigilance plan or its implementation. If the company fails to respond or take appropriate action within three months, the claimant may bring the case before a French civil court.¹⁰⁸

While the FDVL does not create a standalone liability regime, it allows claimants to pursue enforcement via injunctive relief and/or civil liability under general rules of the French Civil Code, particularly Articles 1240 and 1241. A failure to adopt or adequately implement a vigilance plan may constitute a fault (*faute*) under tort law. Where harm results – whether to individuals, communities, or the environment – claimants may seek compensation for damages, relying on the breached duty of vigilance as the basis for legal fault.¹⁰⁹

This blending of preventive regulatory duties with traditional tort liability is a notable innovation of the FDVL. It allows civil society organisations, NGOs, affected communities, or their legal representatives to use private enforcement mechanisms to hold corporations accountable for their role in transnational harm. In this way, the FDVL bridges the gap between international normative frameworks and domestic enforceability.

¹⁰⁸ Article 2 of the FDVL, *supra* n°99.

¹⁰⁹ For a better understanding of the legal mechanism see COSSART, CHAPLIER, and BEAU DE LOMENIE, *supra* n°104; COSSART, S., and BEAU DE LOMENIE, T., “Stakeholders and the Duty of Vigilance”, *Revue Internationale de la Compliance et de l'Éthique des Affaires*, vol. 50, 2017, pp. 1-6; and COSSART, S., and SILVESTRE, M., “Four Years Later – The Impact and Potential of the French Law on the Duty of Vigilance”, *Zeitschrift für Menschenrechte/Journal for Human Rights*, vol. 15, n°2, 2021, pp. 28-42.

A key procedural development since the law's adoption is the exclusive jurisdiction granted to the *Tribunal Judiciaire* of Paris for all FDVL-related litigation.¹¹⁰ This amendment, introduced in December 2021, ensures the centralisation of expertise and consistency in jurisprudence. All cases involving alleged violations of the duty of vigilance must now be brought before this court, enhancing the efficiency and predictability of legal proceedings.

Although the original version of the law included a provision for a civil fine independent of compensation, this was declared unconstitutional by the French Constitutional Council in 2017.¹¹¹ Nevertheless, the court retains the authority to issue injunctions, impose periodic penalty payments (*astreintes*), and award damages under ordinary civil liability rules. Companies may also be compelled to revise their vigilance plans, undertake corrective actions, or engage with affected stakeholders.¹¹²

In sum, the French Duty of Vigilance Law establishes a novel and ambitious legal framework that elevates corporate human rights due diligence from a voluntary policy to a legally binding obligation. It provides a powerful tool for holding multinational corporations accountable for their activities abroad, especially in contexts where local remedies are weak or inaccessible. As such, it plays a central role in this report's legal strategy for addressing corporate responsibility in the context of Phase II of the LHWP.

EDF and the Duty of Vigilance: Legal Obligations and Potential Breaches in the LHWP context

As outlined above and in Annex 4, EDF, as a major French multinational energy corporation, falls squarely within the material scope of the FDVL. The legislation applies to companies headquartered in France that employ more than 5,000 employees domestically or 10,000 globally. As of 2024, EDF employed over 119,000 individuals worldwide, thereby clearly exceeding the legal threshold for applicability.¹¹³

¹¹⁰ Article L.211-21 of the French Code of Judicial Organisation, *supra* n°94.

¹¹¹ Article 3 of the FDVL, *supra* n°99, now abrogated; French Constitutional Council, case n°2017-750 DC, 23rd March 2017; and Morgan Lewis Law Firm, *The First French Court Rulings on the Duty of Vigilance*, available at <https://www.morganlewis.com/pubs/2024/03/the-first-french-court-rulings-on-the-duty-of-vigilance>, last accessed on 16th June 2025.

¹¹² Articles 1240 and 1241 of the French Civil Code, adopted on 21st March 1804, last amended in 2021; and Article 2 of *ibidem*.

¹¹³ See *infra*, Annex 4, for detailed information on EDF's structure and for employment information.

Accordingly, EDF is legally required to design, implement, and publicly disclose a vigilance plan aimed at identifying and mitigating risks of serious harm to human rights, health and safety, and the environment. The scope of this duty extends not only to EDF's direct operations, but also to the activities of its subsidiaries, subcontractors, and suppliers with whom it maintains an established commercial relationship – even when these actors are located abroad.

This extraterritorial reach is particularly significant in EDF's case, given its involvement in Phase II of the LHWP. Through LHDA Contract n°3010,¹¹⁴ EDF participates in a joint venture tasked with hydropower feasibility studies, bringing the company into direct engagement with the Lesotho Highlands Development Authority, the designated project authority. Although EDF is not engaged in on-the-ground implementation, its role in the planning and design stages of the LHWP II affords it substantial influence over the downstream impacts of the project.

Importantly, the legal standard under the FDVL is not one of general ethical responsibility or reputational stewardship. Rather, it imposes a proactive obligation: companies must conduct risk mapping, establish alert and monitoring mechanisms, and adopt preventive measures to address foreseeable harms arising from their operations or commercial partnerships. EDF's obligations are therefore heightened by the well-documented human rights and environmental risks associated with LHWP Phase II – including involuntary resettlement and loss of access to land, environmental degradation, particularly of biodiversity and soil, cultural and spiritual site disruption, and socio-economic harm to already marginalised rural communities. These risks have already been identified in the ESIA of Polihali Reservoir,¹¹⁵ and raised in multiple independent evaluations of the project and testimonies from affected communities.¹¹⁶

A preliminary review of EDF's most recent vigilance plan (2024),¹¹⁷ however, reveals significant shortcomings in its risk governance architecture. While the document outlines high-level commitments to sustainability, human rights, and environmental protection, it contains no reference whatsoever to the LHWP Phase II. Nor does it

¹¹⁴ See *infra*, Annex 2, for more information on Contract n°3010.

¹¹⁵ African Development Bank Group, *supra* n°33, pp. 32-43.

¹¹⁶ See, among others, NTHO, *supra* n°4; NKOKO, *supra* n°4; and DOUGLAS, and DEMPSEY, *supra* n°6.

¹¹⁷ EDF Group, *supra* n°103.

address the specific dam-related risks associated with displacement, land rights, or socio-economic vulnerability in high-risk development projects in the Global South.

Such omissions are legally significant. From a legal standpoint, and especially Articles 1240 and 1241 of the French Civil Code, this could amount to a fault (*faute*) giving rise to liability in tort. The very purpose of the FDVL is to close governance gaps in corporate structures, by ensuring that companies such as EDF cannot disclaim responsibility for harm resulting from their indirect yet foreseeable involvement in complex projects. And French courts have already affirmed this interpretation.¹¹⁸

To successfully demonstrate a breach of the FDVL in the context of the LHWP Phase II, claimants would need to establish a series of legal and factual elements.

The first step is to identify specific human rights and environmental risks that EDF should reasonably have addressed in its vigilance plan. These may include impacts related to involuntary resettlement, loss of agricultural land, cultural heritable disruption, and access to water. Many of these risks are documented.

Claimants would then need to demonstrate that the risks fall within the scope of EDF's vigilance obligations – specifically, that they arise from an established commercial relationship with the LHDA or the broader project consortium. While this point may be more legally vulnerable – given that EDF is involved through a joint venture in a technical advisory capacity, the scope of the FDVL does include subcontractors and suppliers when a stable commercial relationship can be shown.

A critical element in demonstrating non-compliance is the absence of proportionate preventive measures in the vigilance plan.¹¹⁹ These could include concrete steps such as risk mapping for infrastructure projects, provisions for community consultation, social and environmental due diligence procedures, and mitigation strategies tailored to dam construction in vulnerable areas. Their absence may be interpreted as a failure to meet the procedural and substantive requirements of the FDVL.

¹¹⁸ See *infra* for the development on cases – including the *Total Uganda* case before the *Tribunal Judiciaire* of Paris in 2020 and the *EDF / Unión Hidalgo* case before the Court of Appeal of Paris.

¹¹⁹ *Ibidem*.

Under the FDVL, vigilance plans must also include monitoring and alert mechanisms that enable internal or third-party reporting of risks. EDF's 2023 plan, however, does not appear to include any mechanisms adapted to the transnational or culturally specific context of the LHWP. This failure weakens EDF's ability to claim that it acted with due diligence, particularly in a setting where affected communities have limited access to judicial or administrative recourse.

Finally, a causal link must be established between the omitted safeguards and the harm suffered or likely to be suffered by communities. Under Article 1241, this link does not necessarily need to be direct or exclusive.¹²⁰ Where a company had reasonable capacity to prevent harm, its failure to act may suffice to trigger liability.

It is crucial to underline that the FDVL is preventive, not reactive. Legal exposure arises not only where harm has occurred, but where a company failed to prevent foreseeable risks that could have been mitigated through early intervention. In this case, EDF's involvement in LHWP Phase II offered a significant opportunity to shape outcomes. The company had both the leverage and the legal obligation to advocate for robust risk mitigation and community protection from the outset.

In sum, EDF's apparent omission of LHWP Phase II from its 2023 vigilance plan, despite its public involvement in a project with widely documented risks, constitutes a *prima facie* breach of the Duty of Vigilance Law.¹²¹ Should affected communities or supporting NGOs initiate proceedings, EDF may be required to justify the adequacy of its plan in court – an assessment that could hinge on whether it took concrete, proportionate, and context-sensitive steps to prevent human rights and environmental harm.

The Duty of Vigilance in Practice: Lessons Learned from Previous Litigation

To better understand how the French Duty of Vigilance Law has been interpreted and applied in real-world contexts, this section reviews two landmark cases: the

¹²⁰ Article 1241 of the French Civil Code, *supra* n°111.

¹²¹ Sherpa, *Reference Guide for Vigilance Plans* (FR: Guide de Référence pour les Plans de Vigilance), only available in French at https://www.asso-sherpa.org/wp-content/uploads/2018/12/Sherpa_VPRG_web_pageapage-min.pdf, last accessed on 16th June 2025. Information in English can be found in Morgan Lewis Law Firm, *supra* n°108; and COSSART, CHAPLIER, and BEAU DE LOMENIE, *supra* n°103.

TotalEnergies litigation concerning oil operations in Uganda, and the EDF wind farm case in Unión Hidalgo, Mexico. These cases offer valuable insights into the procedural hurdles, evidentiary standards, and legal interpretations that may inform potential litigation related to EDF's – or any French corporation's – role in LHWP Phase II.

The TotalEnergies Uganda Case

In 2019, six NGOs – including Friends of the Earth France and Survie – filed a lawsuit against TotalEnergies, alleging violations of its vigilance obligations in connection with the Tilenga oil project and the East African Crude Oil Pipeline.¹²² The claimants highlighted serious risks, including the forced displacement of over 100,000 people and widespread environmental harm, and requested that Total revise its vigilance plan accordingly.¹²³

Initially, the Nanterre Civil Court dismissed the case, arguing that the matter fell under the jurisdiction of commercial courts, treating the vigilance plan as an internal governance document. However, in December 2021, the Court of Cassation overturned this interpretation, affirmed that Duty of Vigilance litigation must proceed before the civil judiciary, as the obligation stems from statutory duty rather than corporate self-regulation. This clarification prompted a legislative reform granting exclusive jurisdiction over FDVL cases to the Paris Civil Court, as noted earlier in this report.¹²⁴

Subsequently, the claimants sought emergency interim relief (*référé*) to suspend project activities until a ruling on the merits could be reached. However, in February 2023, the Paris Court rejected the request as inadmissible, citing two main reasons. It highlighted that the claims presented in court diverged too significantly from those

¹²² Judicial saga including Tribunal Judiciaire of Nanterre, interim order n°19/02833, 30th January 2020; French Court of Cassation, case n°21-11.882 and n° 21-11.957, 15th December 2021; and Court of Appeal of Paris, case n°23/14348, 18th June 2024.

¹²³ Business & Human Rights Resource Centre, *France: Landmark 'duty of vigilance' case against TotalEnergies over human & environmental rights impacts of EACOP dismissed on procedural grounds*, available at <https://www.business-humanrights.org/en/latest-news/france-landmark-duty-of-vigilance-case-against-totalenergies-over-human-environmental-rights-impacts-of-eacop-dismissed/>, last accessed on 16th June 2025; Les Amis de la Terre France, *Victory! Total Uganda case: the French Supreme Court recognizes the jurisdiction of the civil court*, available at <https://www.amidelaterre.org/communiqu%C3%A9-presse/victory-total-uganda-case-the-french-supreme-court-recognizes-the-jurisdiction-of-the-civil-court/>, last accessed on 16th June 2025.

¹²⁴ Rödl & Partner Law Firm, *Lesson learned from the 28 February Paris Court ruling in the 'TotalEnergies' case*, available at <https://www.roedl.com/insights/france-paris-court-ruling-totalenergies-case-lessons-learned>, last accessed on 16th June 2025.

raised in the original formal notice (*mise en demeure*), violating the procedural requirement for consistency, and claimed that the complexity of the case rendered it unsuitable for adjudication through expedited interim measures.

Key procedural lessons emerge from this outcome. First, courts have emphasized the need for sufficient coherence between the formal notice and the summons. Initially, the Paris Court adopted a narrow interpretation of this requirement, but the Court of Appeal later clarified that the two documents do not need to be identical – only substantively linked. For a case concerning LHWP, this underscores the importance of drafting the formal notice with enough breadth and precision to anticipate litigation development, while still tying claims clearly to the contents of EDF’s vigilance plan.¹²⁵

The court critically recognised that NGOs and foreign claimants may bring a case if they can demonstrate a legitimate interest in the harm alleged, which exemplifies the possibility and the struggle that the *locus standi* requirement poses in practice. However, public institutions – such as local authorities – must establish a territorial nexus to the affected region. For SLC, this means that demonstrating its long-standing work with affected communities in Lesotho will be essential. Collaboration with directly impacted individuals or French partner NGOs may also reinforce admissibility.¹²⁶

Substantively, the Total case confirms that the vigilance obligation is not symbolic: it must be supported by concrete and targeted actions. The claimants submitted extensive documentation illustrating that Total’s vigilance plan failed to address clearly foreseeable harms. For LHWP litigation, this precedent supports the argument that EDF’s failure to incorporate displacement-related safeguards into its vigilance plan may constitute a legally actionable breach.¹²⁷

¹²⁵ Les Amis de la Terre France, *Court case against Total’s EACOP project in France: A crucial hearing for access to evidence*, available at <https://www.amisdelaterre.org/communiqué-presse/court-case-against-totals-eacop-project-france-a-crucial-hearing-access-evidence/>, last accessed on 16th June 2025; Business & Human Rights Resource Centre, *supra* n°122.

¹²⁶ Court of Appeal of Paris, *supra* n°120, p. 35; Article 1251 of the French Civil Code, *supra* n°111.

¹²⁷ Morgan Lewis Law Firm, *French Interim Civil Judge Dismisses Duty of Vigilance Case Brought by NGOs Against Total Energies*, available at <https://www.morganlewis.com/pubs/2023/04/french-interim-civil-judge-dismisses-duty-of-vigilance-case-brought-by-ngos-against-total-energies>, last accessed on 16th June 2025; and Morgan Lewis Law Firm, *First Appeal Decisions on the Admissibility of Actions based on the Duty of Vigilance*, available at <https://www.morganlewis.com/pubs/2024/10/first-appeal-decisions-on-the-admissibility-of-actions-based-on-the-duty-of-vigilance>, last accessed on 16th June 2025.

Importantly, the limits of the *référé* procedure are now better understood. The courts have held that FDVL-related claims involving transnational harm, complex causation, and multiple stakeholders require full trials on the merits. While the *référé* remains relevant to meet statutory timelines, it should not be relied upon for immediate substantive relief. A litigation strategy must be structured around comprehensive evidentiary submissions and long-term procedural planning.¹²⁸

Unión Hidalgo v EDF

In 2020, members of the Indigenous Zapotec community of Unión Hidalgo in Oaxaca, Mexico, filed a lawsuit against EDF for failing to foresee and mitigate human rights risks arising from the Gunaa Sicarú wind farm project.¹²⁹ The claimants alleged violations of the right to free, prior, and informed consent (FPIC), community intimidation, and cultural harm, claiming that EDF's vigilance plan failed to include appropriate mitigation strategies for such foreseeable risks.¹³⁰

Initially, the case was dismissed on procedural grounds, due to an alleged mismatch between the plan year referenced in the lawsuit and the notice. However, in June 2024, the Paris Court of Appeal overturned this decision, ruling that minor discrepancies in the plan version cited do not automatically render a claim inadmissible. The court reaffirmed that vigilance plans are dynamic instruments, and that procedural technicalities should not bar access to justice for affected communities.¹³¹

¹²⁸ In both cases, solid evidence will be required, see Les Amis de la Terre France, *EACOP: A disaster in the making*, available at <https://www.amisdelaterre.org/publication/eacop-tanzania/>, last accessed on 16th June 2025; Les Amis de la Terre France, *Total's Tilenga and EACOP Projects: the Paris Civil Court dodges the issue*, available at <https://www.amisdelaterre.org/communique-presse/totals-tilenga-eacop-projects-paris-civil-court-dodges-issue/>, last accessed on 16th June 2025.

¹²⁹ Court of Appeal of Paris, case n°21/22319, 18th June 2024.

¹³⁰ European Center for Constitutional and Human Rights, *EDF in Mexico: Paris court misses opportunity to prevent human rights violations*, available at <https://www.ecchr.eu/en/press-release/edf-mexico-wind-park-decision/>, last accessed on 16th June 2025; and LOYER, C., BOMMIER, S., LAVITE, C., and TORRES, G., "Vigilance Switched Off. Human Rights Violations in Mexico: What are the Responsibilities of EDF and the APE?", web publication available at https://www.ecchr.eu/fileadmin/Publikationen/2021-06-08_-_Vigilance_switched_off_-_Report_-_EN.pdf, last accessed on 16th June 2025.

¹³¹ Proyecto de Derechos Económicos, Sociales y Culturales, *History*, available at <https://prodesc.org.mx/en/union-hidalgo-en/>, last accessed on 16th June 2025; Mongabay, *French court greenlights lawsuit against EDF over wind farm in Mexico*, available at <https://news.mongabay.com/2024/06/french-court-greenlights-lawsuit-against-edf-over-wind-farm-in-mexico/>, last accessed on 16th June 2025; Morgan Lewis Law Firm, *supra* n°108; and European Center for Constitutional and Human Rights, *ibidem*.

For a full understanding of the strategic relevance of the case, see LOYER, *et al.*, *ibidem*.

This ruling carries strategic importance for litigation involving EDF's participation in LHWP Phase II. First, it confirms that foreign communities may obtain standing under the FDVL, provided they demonstrate a direct and concrete interest in the alleged harm. The Zapotec claimants' success in asserting standing from abroad strengthens the case for Lesotho-based community representation before French courts.¹³²

Second, the case demonstrates that early procedural setbacks – such as initial rulings on admissibility – can be overcome. Where claimants present well-substantiated claims rooted in clearly documented risks, French courts have shown a willingness to adopt substance-over-form approach,¹³³ especially in contexts involving vulnerable populations.¹³⁴

Substantively, the Unión Hidalgo litigation reveals recurring patterns in EDF's approach to vigilance planning. As with the LHWP, EDF's plan was found to lack project-specific safeguards – especially around community consultation and FPIC. This pattern of omission, repeated across distinct geographical and sectoral contexts, may suggest that EDF's compliance failure is systemic rather than incidental. Framing LHWP-related claims within this broader trend could bolster their credibility and increase judicial receptivity.¹³⁵

Although no judicial mediation has taken place in the Unión Hidalgo case, the previous attempt at dialogue before the OECD National Contact Points shows that pressure mechanisms can encourage corporations to revise their conduct. For the claimant, this suggests that including a good-faith offer to mediate, even within the formal notice or early litigation stages, may help create space for constructive engagement (or demonstrate that EDF does not want to discuss).¹³⁶

¹³² BAILEY, C., and LAVITE, C., "Litigating Climate Justice in Renewable Energy Projects: Reflections from *Unión Hidalgo v EDF*", *Business and Human Rights Journal*, vol. 10, 2025, pp. 260-266; European Center for Constitutional and Human Rights, *Paris Appeal Court admits civil lawsuit against EDF's windpark in Mexico*, available at <https://www.ecchr.eu/en/press-release/paris-appeal-court-admits-civil-lawsuit-against-edfs-windpark-in-mexico/>, last accessed on 16th June 2025.

¹³³ Though, it is always advisable to have a solid file, both in terms of formalities and substantive elements.

¹³⁴ LOYER, et al., *supra* n°129; and European Center for Constitutional and Human Rights, *supra* n°130.

¹³⁵ The Global Initiative for Economic, Social and Cultural Rights, *UN experts call on all Electricité de France (EDF) key stakeholders to uphold their human rights obligations in the development of a wind farm in Unión Hidalgo, Mexico*, available at <https://gi-escr.org/en/union-hidalgo-oaxa>, last accessed on 16th June 2025.

¹³⁶ For the specific instance referred to the French NCP, see France National Contact Point, *Specific instance "EDF and EDF Renewables in Mexico". Follow-up Statement of the French NCP*, available at

Finally, the critiques, alleged by the claimants, about EDF's vigilance plan being insufficiently tailored to specific risks and the opportunity it creates for a substantive judicial examination of a vigilance plan's adequacy in a high-risk context should raise interest. While the courts have not yet ruled on the merits, the case is now entering a critical phase in which these alleged shortcomings will be assessed. For LHWP litigation, this development is particularly relevant: it confirms that insufficient contextualisation in a vigilance plan may give rise to legal scrutiny. The progression of this case should therefore be followed closely, as it may set key precedents for interpreting corporate obligations under the Duty of Vigilance Law.¹³⁷

However, the case also highlights longer-term structural and procedural challenges. The four-year timeline to reach the merits phase reflects the slow pace of transnational corporate litigation, which requires sustained commitment and significant resources. The claimants faced barriers in accessing project information, particularly due to corporate opacity and power asymmetries. These conditions are likely to recur in LHWP litigation and must be accounted for in evidence-gathering strategy and advocacy efforts.¹³⁸

Additional Case Law Under the FDVL

In addition to the two cases presented above, several recent proceedings under the FDVL offer valuable insights for shaping a strategic litigation approach – even if their factual circumstances differ from the LHWP context.

In the case brought against Vigie Groupe (formerly part of Suez, now integrated into Veolia),¹³⁹ the vigilance plan was criticised for failing to address risks related to water pollution in Osorno, Chile. However, the proceedings were discontinued in 2024 after the court determined that the defendant, SAS Vigie Groupe, could not be held liable under the FDVL. The vigilance plan referenced in the claim had in fact been issued by SA Suez, a separate legal entity that no longer existed at the time of the proceedings, having been absorbed by Veolia.

<https://www.tresor.economie.gouv.fr/Institutionnel/Niveau3/Pages/8fd9ecb1-2cb5-4e35-95b7-587b6793f341/files/f28dc42f-543f-46c1-8f32-b1d029b363d5>, last accessed on 16th June 2025.

¹³⁷ Court of Appeal of Paris, *supra* n°128.

¹³⁸ BAILEY, and LAVITE, *supra* n°131.

¹³⁹ Court of Appeal of Paris, case n°23/10583, 18th June 2024.

Despite the close corporate links between the entities, the court held that a company may only be held liable under the FDVL if it is clearly identifiable as the entity that issued the relevant vigilance plan. As a result, the court declined to assess the case on its merits. This outcome underscores a critical procedural lesson: claimants must precisely identify the legal person subject to the vigilance obligations, including verifying the formal authorship and publication of the plan.¹⁴⁰

By contrast, the ongoing litigation against Groupe Casino,¹⁴¹ launched in 2021, has advanced past the admissibility stage and illustrates how the FDVL may be used to address systemic violations in global supply chains. The case was brought by a coalition of NGOs and Indigenous groups from Brazil and Colombia, who allege that Casino failed to take adequate steps to prevent deforestation, land grabbing, and Indigenous rights violations linked to its subsidiaries Pão de Açúcar and Éxito.

In June 2024, the Paris Court of Appeal confirmed the admissibility of the claim allowing a substantive examination of Casino's vigilance plan.¹⁴² The claimants argued that the plan failed to account for foreseeable and well-documented risks in the Amazon region. This case is significant for LHWP-related litigation in two respects. It first affirms that indirect involvement in harmful conduct – via subsidiaries or commercial partners – can give rise to liability under the FDVL. It then confirms that foreign communities may have standing before French courts, particularly when supported by a coalition of French and international NGOs, a strategy that has consistently strengthened procedural legitimacy.¹⁴³

Lastly, the case involving La Poste in *La Poste*¹⁴⁴ marks the first merits-based decision under the FDVL. In this purely domestic dispute, the Paris *Tribunal Judiciaire* found that

¹⁴⁰ Morgan Lewis Law Firm, *supra* n°126.

¹⁴¹ As for now, only the summons is available at https://climatecasechart.com/wp-content/uploads/non-us-case-documents/2021/20210302_13435_complaint.pdf, last accessed on 16th June 2025.

¹⁴² Business & Human Rights Resource Centre, *Group Casino lawsuit (re Amazon deforestation and land rights in Brazil and Colombia, filed in France)*, available at <https://www.business-humanrights.org/en/latest-news/casino-lawsuit-re-deforestation-in-the-amazon-filed-in-france/>, last accessed on 16th June 2025; and Mongabay, *New forest loss data beef up Amazon deforestation case against Casino Group*, available at <https://news.mongabay.com/2025/05/new-forest-loss-data-beef-up-amazon-deforestation-case-against-casino-group/>, last accessed on 16th June 2025.

¹⁴³ Business & Human Rights Resource Centre, *Casino case: The Uru-Eu-Wau-Wau Indigenous community joins the legal action*, available at <https://www.business-humanrights.org/en/latest-news/casino-case-the-uru-eu-wau-wau-indigenous-community-joins-the-legal-action/>, last accessed on 16th June 2025.

¹⁴⁴ Tribunal Judiciaire of Paris, case n°21/15827, 5th December 2023.

La Poste's vigilance plan was inadequate, especially in terms of risk mapping and internal grievance mechanisms. The court issued a mandatory injunction requiring the company to revise and expand its plan, demonstrating the judiciary's willingness to enforce compliance with both procedural and substantive elements of the law. This ruling confirms that French courts are prepared and willing to exercise substantive oversight over vigilance obligations – including by ordering corrective action and by monitoring compliance.¹⁴⁵

Strategic Takeaways for Litigation Against French Multinational Companies¹⁴⁶

To provide a more practical understanding of the preceding analysis, we repeated some key considerations for potential litigation under the FDVL.

Firstly, it is important to comply with strict formal requirements before any lawsuit may be initiated. This includes drafting a detailed formal notice (*mise en demeure*), maintaining consistency between this notice and the subsequent summons (*assignation*), and updating claims as new facts emerge. Courts have shown little tolerance for procedural errors or discrepancies between these steps.

1. Fulfill all formal steps: Send a precise and documented *mise en demeure* to EDF, identifying its failures (e.g. lack of risk analysis for damming, absence of community consultation) and demanding a corrective update of its vigilance plan. The FDVL requires a three-month delay after the *mise en demeure* before suing. Filing must follow promptly after this period.
2. Synchronise notice and summons: Ensure that the key demands in the summons exactly replicate the wording of the *mise en demeure*. Substantial deviations may lead to inadmissibility (as we have seen with the *TotalEnergies* case).

¹⁴⁵ Le Monde du Droit, *La Poste ordered to strengthen its duty of vigilance, a first* (FR: La Poste condamnée à renforcer son devoir de vigilance, une première), only available in French at <https://www.lemondedudroit.fr/decryptages/90272-la-poste-condamnee-a-renforcer-son-devoir-de-vigilance-une-premiere.html>, last accessed on 16th June 2025.

For a source in English, see Clifford Chance Law Firm, *French court orders the first injunction to improve a vigilance plan*, available at <https://www.cliffordchance.com/insights/resources/blogs/business-and-human-rights-insights/2023/12/french-court-orders-the-first-injunction-to-improve-a-vigilance-plan.html>, last accessed on 16th June, 2025.

¹⁴⁶ This part of the report is a summary of the above. See *supra* for more developments.

3. Emphasise consistency and update procedures: If EDF updates its vigilance plan after receiving the notice, consider sending a supplementary notice to address new omissions or facts.
4. Avoid procedural mismatch between entities and plans: Ensure that the EDF entity named in the suit is the legal publisher of the vigilance plan in question. Misidentification of the corporate actor has already led to dismissal in the *Vigie/Suez* case.
5. Tailor claims to match the vigilance plan's omissions: As in the *La Poste* ruling, target specific project-related risks omitted from the plan—such as those documented in LHWP Phase II.

Secondly, make sure to gather robust trial-ready evidences showing foreseeable harm, the inadequacy of EDF's absence of preventive measures and emphasising the position it had in the project therefore :

1. Gather robust evidence: Collect technical assessments, satellite images, expert reports, and community testimonies on LHWP impacts, including water degradation, displacement, and intimidation of local actors.
2. Document harm and systemic failure: Show that EDF's vigilance plan failed to include the LHWP and therefore any preventive measures despite the documented risks, reinforcing the claim of a structural failure in EDF's risk governance practice. Drawing parallels with the *Unión Hidalgo* case could help demonstrate a recurring pattern of omission.
3. Litigation to access evidence: Keep in mind that, even before a final ruling, litigation may compel EDF to disclose internal documents, contracts, or risk assessments to prevent any losses. In *Unión Hidalgo*, the legal process itself enabled community advocates to obtain previously inaccessible project information. In this way, initiating proceedings can serve not only a compensatory function but also an investigative and transparency-enhancing purpose.

Thirdly, establishing the jurisdiction of French courts and the legal standing of the claimants is essential in cross-border litigation. This includes demonstrating proximity with the French legal order and identifying the competent tribunal therefore:

1. Clearly establish French jurisdiction via EDF's domicile: Under Article 4, §1 of Brussels Ibis and Article 42 FCCP, EDF's Paris registered office firmly anchors jurisdiction in French courts.
2. Use Article 46 FCCP as secondary basis (*locus delicti*): Argue that EDF's failure to adopt an adequate vigilance plan occurred in France, triggering jurisdiction where the omission originated.
3. Secure standing via recognised interest to act (*intérêt à agir*): NGOs or affected individuals must prove a direct, current, and personal interest under Article 31 FCCP.
4. Prefer coalitions with French-based NGOs: Joint filings with domestic partners have consistently strengthened standing in FDVL litigation, as seen in *TotalEnergies*, *Casino*, and *Unión Hidalgo*.
5. Secure legal standing by strategic alliances: Partnerships between affected Lesotho communities and French NGOs will increase procedural legitimacy and facilitate access to justice.
6. Centralise litigation before the *Tribunal Judiciaire* de Paris: Since the 2022 jurisdictional reform, all FDVL-related cases must be filed with this court, as seen in the *TotalEnergies* case.

Fourthly, while litigation is the primary objective, engaging EDF through dialogue may demonstrate good faith and bolster the claim's credibility therefore:

1. Consider mediation/diplomacy: Offering structured dialogue or proposing technical mediation – without replacing litigation as primary mechanism – can serve as a tool for public pressure, a procedural safeguard, or a means of exposing corporate unwillingness to engage constructively, as seen in the *Unión Hidalgo* ruling.

2. Stay flexible and informed: Follow case law developments closely. Courts continue to define the contours of FDVL enforcement. Strategic adaptation will be key, especially in response to rulings in *Unión Hidalgo* and *Casino*.

Lastly, a proactive approach also requires anticipating EDF's likely legal arguments and building public awareness to support the litigation's legitimacy therefore:

1. Anticipate EDF's defences and prepare rebuttals: EDF may argue a lack of direct operational control, or claim that LHWP-related risks fall outside the scope of its vigilance obligations. Prepare counter-arguments by documenting EDF's role in project design, its leverage over contractors, and its capacity to influence risk mitigation strategies.
2. Coordinate strategic communication: As seen in the *TotalEnergies* and *Casino* cases, coordinated public campaigns can shape the broader narrative. Strategic use of media, NGO reports, and public statements may increase transparency and bolster judicial awareness of the case's importance.

Taken together, these strategic considerations offer a coherent roadmap for initiating and sustaining legal action under the FDVL against EDF or similar corporate actors. The success of such litigation depends not only on the substantive merits of the case but also on procedural precision, evidentiary strength, and the broader mobilisation of legal and civil society networks. As French case law continues to evolve, a well-prepared and adaptable approach – grounded in legal rigour and supported by factual documentation – will be essential to holding corporations accountable for their role in cross-border human rights and environmental harm.

The Upcoming Impact of the CS3D on the FDVL

Important developments within the European Union's corporate accountability framework are expected to significantly shape the legal landscape in the coming years. On 13 June 2024, the European Parliament formally adopted the Corporate Sustainability Due Diligence Directive (CS3D).¹⁴⁷ This Directive responds to a need for

¹⁴⁷ Directive (EU) 2024/1760 of the European Parliament and of the Council of the 13th June 2024 on corporate sustainability due diligence and amending Directive (EU) 2019/1937 and Regulation (EU) 2023/2859 (CS3D), OJ L, 5.7.2024, pp. 1-58.

legal certainty for companies and those impacted by corporate activities, by establishing a harmonised legal framework at the EU level.¹⁴⁸ It becomes the first EU regional legislation according to which it will be mandatory for EU and non-EU companies falling within the scope of the Directive to fulfil human rights as well as environmental obligations.¹⁴⁹

However, FDVL already embodies several features that go beyond the directive, especially in enforcement, liability, and judicial access.¹⁵⁰ The FDVL provides a more robust and enforceable framework for corporate accountability compared to the CS3D. While the FDVL applies to companies with at least 5,000 employees in France or 10,000 worldwide, it includes subsidiaries and established business relationships, potentially capturing a broader range of corporate actors. By contrast, the CS3D has a narrower scope, applying only to larger companies meeting specific EU-wide employee and turnover thresholds,¹⁵¹ thereby excluding many small and medium-sized companies that may fall under the FDVL. This scope is likely to become more limited due to the ongoing Omnibus proposal process.¹⁵²

Under Article 4, the transposition of the CS3D into national law should not affect the scope of the FDVL. This provision suggests that France retains the ability to enforce its own vigilance obligations without being constrained by the narrower framework of the CS3D. Given that the FDVL already imposes extensive due diligence requirements on companies with significant operations in France, its legal obligations are expected to remain intact despite the implementation of EU-wide regulations.

¹⁴⁸ BUENO, N., BERNAZ, N., HOLLY, G., and MARTIN-ORTEGA, O., "The EU Directive on Corporate Sustainability Due Diligence (CSDDD): The Final Political Compromise", *Business and Human Rights Journal*, vol. 9, n°2, 2024, pp. 294-300.

¹⁴⁹ BAKHTINA, K., "The Directive on Corporate Sustainability Due Diligence: Success or a Failure?", *Amsterdam Law Forum*, vol. 16, n°1, 2024, p. 83.

¹⁵⁰ BRIGHT, C., DA GRAÇA PIRES, C., STREIBELT, M., and SCHÖNFELDER, D., "A Comparative Analysis between the Corporate Sustainability Due Diligence Directive and the French and German Legislation", web publication available at <https://verfassungsblog.de/a-comparative-analysis-between-the-corporate-sustainability-due-diligence-directive-and-the-french-and-german-legislation/>, last accessed on 16th June 2025.

¹⁵¹ Article 2 of the CS3D, *supra* n°146.

¹⁵² Proposal for a Directive of the European Parliament and of the Council amending Directives (EU) 2022/2462 and (EU) 2024/1760 as regards the dates from which Member States are to apply certain corporate sustainability reporting and due diligence requirements, 2025/0044 (COD), 26.2.2025.

By contrast, in other EU jurisdictions – such as in Belgium and Italy – the CS3D represents an innovative mechanism for integrating mandatory due diligence into national legal systems. Many Member States currently lack comprehensive national laws requiring corporate accountability for environmental and human rights abuses. For these countries, the Directive serves as a pivotal tool in establishing legally binding obligations for companies, ensuring that they identify, mitigate, and address risks across their supply chains.

C. Tort Law in France: A Legal Avenue Under Article 1240 of the Civil Code

In addition to statutory frameworks such as the Law on the Duty of Vigilance, tort law – or extra-contractual liability, as it is known in Civil Law jurisdictions – offers an alternative and complementary route for seeking corporate accountability. French tort law, as codified in Article 1240 of the Civil Code,¹⁵³ plays a central role in this regard and may be particularly relevant for litigation against French corporations involved in large-scale transnational projects such as the LHWP.

The Legal Basis: Article 1240 of the Civil Code

Article 1240 of the French Civil Code, formerly Article 1382 prior to the 2016 codification reform, articulates a broad principle of civil responsibility. It provides that “any act, whatever of person, which causes damage to another, obliges the one by whose fault it occurred to repair it”.¹⁵⁴ This provision lays the foundation for general tort liability, imposing a legal obligation to compensate for harm caused by wrongful acts.

In practical terms, to establish liability under Article 1240, the claimant must demonstrate the existence of three cumulative elements. First is a fault (*faute*) on the part of the defendant. Second is the damage (*dommage*) suffered by the claimant. And third is a causal link (*lien de causalité*) between the fault and the damage.¹⁵⁵

¹⁵³ Article 1240 of the French Civil Code, *supra* n°111.

¹⁵⁴ Free translation from French of article 1240, §1 of the French Civil Code, *ibidem*.

¹⁵⁵ CABROL, P., and RIBEYROL, M., “Presentation” (FR: Présentation), in *Lessons in the Law of Obligations* (FR: Leçons de Droit des obligations), Éditions Ellipses, 2018, p. 177.

While these elements may appear straightforward, their interpretation – particularly in the context of corporate conduct in foreign development projects – raises complex legal and evidentiary issues.

The concept of fault in French tort law has both subjective and objective dimensions. The subjective element traditionally refers to the capacity for discernment or judgment of the actor – typically relevant when the alleged wrongdoer is a natural person.¹⁵⁶ However, in the case of legal persons, such as corporations, this requirement is automatically presumed to be fulfilled. Companies, by their legal status, are considered capable of discernment and thus of committing fault.

The objective dimension refers to the nature of the act itself. Fault may arise from either a violation of a legal obligation – the Law on the Duty of Vigilance for instance – or a breach of standards of reasonable conduct,¹⁵⁷ even in the absence of a specific rule. This may include the failure to act with care, prudence, or due diligence expected in the circumstances. This aligns with the outdated yet still relevant Civil Law standard of the *bonus pater familias* – the ‘reasonable person’ test.¹⁵⁸

In the case of EDF’s involvement in LHWP Phase II, the failure to prevent or adequately respond to harm caused by displacement, environmental degradation, or other human rights violations may constitute fault. Notably, EDF’s own internal commitments, such as those expressed in its Responsible Advocacy Charter,¹⁵⁹ may be invoked to demonstrate what the company itself regards as reasonable standards of conduct. These internal policies may serve to reinforce the normative expectations placed on corporate actors and may thus be used to construct an argument of fault under Article 1240.

¹⁵⁶ Typically for people suffering from mental disorders or children who have not yet reached the age of legal capacity. PIERRE, P., “The Place of Objective Liability. The Concept and Role of Fault in French Law” (FR: La Place de la Responsabilité Objective. Notion et Rôle de la Faute en Droit Français), *Revue Juridique de l’Ouest*, vol. 4, 2010, p. 412.

¹⁵⁷ As part of the strategy we are now developing, we will focus on the latter.

¹⁵⁸ PIERRE, *supra* n°155, p. 408.

¹⁵⁹ See, in particular, the commitments on adherence to ethical standards on page 4, on social responsibility on page 5 and on the principles of accountability on page 5 in EDF Group, *Responsible Advocacy Charter*, available at https://www.edf.fr/sites/groupe/files/2024-06/edfgroup_responsible-advocacy-charter_20240605_va.pdf, last accessed on 3rd June 2025.

In this sense, fault may be grounded either in a failure to comply with legal norms – as developed before – or in the duties of care and diligence that have not been upheld. This dual-source liability approach, based on both external regulation and internal governance, has increasingly been recognised by the French courts in recent years.

The second element required under Article 1240 is the existence of damage. French law recognises a wide spectrum of compensable harms, ranging from material losses (e.g. loss of income, destruction of property) to moral damages (e.g. emotional distress, cultural dislocation).¹⁶⁰ In the context of LHWP Phase II, affected communities may suffer from displacement and loss of homes or agricultural land, health risks associated with pollution, relocation, or influx of workers passing on sexually transmissible diseases, destruction of cultural and spiritual heritage sites, and long-term socio-economic marginalisation.¹⁶¹

The French judiciary does not require damage to be economic in nature. Provided that the harm is personal, certain, and direct, it may qualify for reparation.¹⁶² This may open the door to claims brought on behalf of communities whose traditional livelihoods and social cohesion have been disrupted by the actions or omissions of corporate actors.

Perhaps the most challenging element in transnational tort litigation is the establishment of causation. French courts require a direct and certain link between the defendant's fault and the claimant's damage.¹⁶³ While this standard is rigorous, French jurisprudence has shown a degree of doctrinal flexibility, particularly in complex cases involving multiple actors and layers of causality.

Claimants may invoke the concept of contributory fault, where the defendant's behaviour may not be the sole cause of the harm but have contributed to it in a meaningful way. In addition, the use of presumptive evidence, circumstantial indicators, and even reverse burdens of proof in certain civil matters has been accepted

¹⁶⁰ CABROL, P., and RIBEYROL, M., "Lesson 23. The damage" (FR: Leçon 23. Le dommage), in *Lessons in the Law of Obligations* (FR: Leçons de Droit des obligations), Éditions Ellipses, 2018, pp. 178-183.

¹⁶¹ Non-exhaustive list.

¹⁶² CABROL, and RIBEYROL, *supra* n°154, pp. 180-181.

¹⁶³ French Constitutional Council, *supra* n°110, §27.

by French courts, particularly when claimants lack access to corporate documents or internal records.¹⁶⁴

In practice, successful litigation would require the collection of robust documentation showing the existence and content of EDF's commitments – internal and external –, the nature of the harm suffered by communities, and a demonstrable link between EDF's conduct (or lack thereof) and the harm caused.

Vicarious Liability: EDF's Responsibility for Employees and Contractors

Article 1242, §5 of the Civil Code extends liability to “master and principals, for damage caused by their servants and agents in the performance of their duties”.¹⁶⁵ In modern corporate contexts, this provision forms the basis for vicarious liability of companies for the acts of their employees, subsidiaries, or contractors.

This clause, despite its archaic language inherited from the Napoleonic Code, remains enforceable and has been applied in various legal contexts. In the case of EDF, this means that the company cannot shield itself from liability by attributing wrongdoing to individual employees, subsidiaries, or third-party contractors, so long as they were acting within the scope of their professional functions.¹⁶⁶ This significantly broadens the potential scope of accountability and reinforces the legal coherence of a tort-based claim.

Procedural Considerations for Litigating in France

For any civil litigation to proceed in France under Article 1240, certain procedural conditions must be satisfied. On legal standing and representation, SLC or any other NGO acting on behalf of affected communities, must demonstrate recognised legal personality in their home country and be accompanied by a qualified person in

¹⁶⁴ CABROL, P., and RIBEYROL, M., “Lesson 24. The causal link” (FR: Leçon 24. Le lien de causalité), in *Lessons in the Law of Obligations* (FR: Leçons de Droit des obligations), Éditions Ellipses, 2018, pp. 184-189.

¹⁶⁵ Free translation of the Article 1240, §5 of the French Civil Code, *supra* n°111.

¹⁶⁶ CABROL, P., and RIBEYROL, M., “Lesson 28. Civil liability for the acts of others: the liability of a principal for the acts of his servant” (FR: Leçon 28. La responsabilité civile du fait d'autrui: la responsabilité du commettant du fait de son préposé), in *Lessons in the Law of Obligations* (FR: Leçons de Droit des obligations), Éditions Ellipses, 2018, pp. 206-210.

France.¹⁶⁷ Civil proceedings are conducted in French, and representation by a French-qualified lawyer is required.

Under French rules of civil procedure, the appropriate venue would be the *Tribunal Judiciaire* of Paris, as EDF is headquartered there.¹⁶⁸ Jurisdiction may also be grounded in the Brussels I bis Regulation, applicable to cross-border disputes involving EU-based defendants.

On filing requirements, the initial claim must comply with Articles 55, 56 and 648 of the French Code of Civil Procedure. These provisions require that amicable dispute resolution be attempted prior to litigation and that the claim sets out legal arguments and factual evidence. The *assignation* (summons) must be served by a bailiff¹⁶⁹ and include key supporting documents.¹⁷⁰ A prior formal notice (*mise en demeure*) is not mandatory, but may be advisable, especially if the claim combines arguments under both the Duty of Vigilance Law and general tort principles.

Finally, Article 2224 of the Civil Code establishes a five-year limitation period for tort claims, beginning from the date the claimant became aware of the damage.¹⁷¹

Wrap-up

Article 1240 of the French Civil Code presents a robust legal basis for pursuing civil liability against French companies such as EDF, particularly in contexts where legislative mechanisms such as the Duty of Vigilance Law may be difficult to invoke, procedurally burdensome, or denied by a judge. By drawing on both statutory duties and corporate commitments, and by leveraging French principles of fault, damage, causation, and vicarious liability, affected communities and their legal representatives may construct a viable legal strategy grounded in tort law. This pathway remains a crucial component of the broader toolkit for holding transnational corporations – regardless of their origin – accountable for human rights violations in global development projects.

¹⁶⁷ French Court of Cassation, case n°14-80.394, 1st December 2015.

¹⁶⁸ See *infra*, Annex 4, for more information on EDF.

¹⁶⁹ Articles 55 and 648 of the FCCP, *supra* n°88.

¹⁷⁰ Article 56 of *ibidem*.

¹⁷¹ Article 2224 of the French Civil Code, *supra* n°111.

Section 3: Assessing Tractebel's Legal Exposure Under Belgian Law

Tractebel, as one of the European companies involved in Phase II of the Lesotho Highlands Water Project,¹⁷² may be subject to legal scrutiny through more than one jurisdiction. This section explores two distinct avenues for establishing liability.

First, it assesses the possibility of bringing a civil claim under Belgian tort law, based on Tractebel's direct involvement in the project and its obligations under the general duty of care. Second, it examines a transnational route through French law, given Tractebel's status as a subsidiary of ENGIE Group, a French multinational potentially subject to the Duty of Vigilance Law. Together, these legal frameworks provide a complementary strategy for seeking accountability.

A. Tort Law in Belgium: A legal Avenue Under Article 6.5 of the Civil Code

Unlike France, Belgium currently has no standalone legislation on corporate due diligence, although this is expected to change following the transposition of the Corporate Sustainability Due Diligence Directive.¹⁷³ In the meantime, victims of corporate-related harm may seek redress under Belgium's long-standing extra-contractual liability regime, grounded in general principles of civil law.

The Belgian tort system – like its French counterpart¹⁷⁴ – traces its origins to the Napoleonic Civil Code, but has since evolved with legislative modification, distinct jurisprudence, and doctrinal development. While the two systems remain conceptually aligned, a separate legal analysis is necessary to account for Belgium's specific legal mechanisms.

The Legal Basis: Articles 6.5 and Following of the Civil Code

The general rule of tort liability in Belgium is currently codified in Article 6.5 of the Civil Code, which restates the foundational principle previously enshrined in Article 1382 of the Former Civil Code.¹⁷⁵ It provides that “everyone is liable for the damage they cause

¹⁷² See *infra*, Annex 4, for the detailed presentation of Tractebel.

¹⁷³ CS3D, *supra* n°146.

¹⁷⁴ And like its Italian counterpart, as we shall see in section 4.

¹⁷⁵ The ‘new’ Civil Code is applicable for violations which happened on the 1st January 2025 or after, Articles 44 and 45 of the Belgian Law of the 7th February 2024 on the Book 6 ‘extracontractual

to others through their own fault”.¹⁷⁶ The tort regime thus rests on the classical tripartite structure: fault, damage, and causal link.

Fault is defined in Article 6.6 as the failure to comply with either a legal rule (normative fault) or with the general standard of care that governs social relations.¹⁷⁷ This general standard is expressed as the conduct expected of a prudent and reasonable person in the same circumstances,¹⁷⁸ previously referred to as the *bonus pater familias* standard.

Article 6.6 further enumerates five illustrative factors that may be taken into account when assessing whether a fault occurred: (1) the reasonably foreseeable consequences of the conduct; (2) the proportionality between the risk and the required preventive effort; (3) the state of scientific and technical knowledge on the subject; (4) good professional practices; and (5) the principles of sound administration and organisation.¹⁷⁹

As there is no specific Belgian statute addressing corporate human rights or environmental due diligence, liability must be grounded in this general standard of care. In the context of Tractebel’s involvement in LHWP Phase II, its failure to prevent or mitigate foreseeable harm – such as environmental degradation or community displacement – may qualify as a fault under Article 6.6.

Notably, internal policies and public commitments – such as those published by Tractebel or its parent company, ENGIE¹⁸⁰ – may be used to demonstrate what the company itself regards as appropriate conduct. Such documents may help to objectify corporate duties, reinforcing the argument that Tractebel deviated from the diligence expected of a reasonable company in its position.

responsibility’ of the New Civil Code (FR: Loi portant le livre 6 “La responsabilité extracontractuelle” du Code civil), Moniteur Belge, 1.7.2024, pp.79393-79405.

¹⁷⁶ Free translation of Article 6.5 of the Belgian Civil Code, adopted on 13th April 2019, last amended in 2025.

¹⁷⁷ Article 6.6, §1 of the *ibidem*.

¹⁷⁸ Article 6.6, §2 of the *ibidem*.

¹⁷⁹ *Ibidem*.

¹⁸⁰ ENGIE Group, *Duty of Vigilance Policy - Human Rights*, available at <https://www.engie.com/sites/default/files/assets/documents/2024-12/Human%20Rights%20Vigilance%20Policy%202024%20EN.pdf>, last accessed on 3rd June 2025.

Belgian tort law also distinguishes between the objective dimension of fault, based on the nature of the act, and the subjective dimension, based on the wrongdoer's capacity for discernment.¹⁸¹ For legal persons such as Tractebel, subjective capacity is presumed, meaning the focus is placed squarely on the objective reasonableness of the conduct.

To be compensable, damage must affect a legally protected interest, be personal and certain, and not conflict with public policy or good morals.¹⁸² Human rights violations do constitute a legally protected interest. With sufficient evidence, the element of damage should be proven. Both past and future damages may be claimed, as long as it is not hypothetical harm.

Crucially, the claimant must have standing, meaning that a direct and legitimate interest in seeking reparation. This includes individuals, legal entities, or associations that may demonstrate how the harm affects them personally and not just in the abstract.

Establishing causation under Belgian law remains one of the most challenging aspects of tort litigation. The burden of proof lies with the claimant,¹⁸³ who must demonstrate a direct and certain link between the fault and the damage. In the context of a complex transnational project like the LHWP, robust documentation would be required to link Tractebel's omissions to the harms suffered by local communities.

Vicarious Liability: Responsibility for Agents and Organs

Belgian law also provides for vicarious liability in two relevant provisions. Article 6.14 of the Civil Code (formerly Article 1384, §3)¹⁸⁴ holds employers liable for harm caused by employees or agents acting within the scope of their functions. In Article 6.15, the Civil Code formally introduces liability of legal persons for the faults committed by their governing bodies or representatives.

¹⁸¹ GOFFAUX, B., and MONTERO, E., "Reference to the paradigm of *bonus pater familias* in extra-contractual liability" (FR: La référence au paradigme du bon père de famille en responsabilité extracontractuelle), *Le Forum de l'Assurance*, vol. 140, 2014, pp. 2-3.

¹⁸² Belgian Court of Cassation, case Pas. 1939 I, 16th January 1939.

¹⁸³ Article 8.4 of Belgian Civil Code, *supra* n°175.

¹⁸⁴ Article 1384, §3 of the Former Belgian Civil Code, adopted on 21st March 1804, last amended in 2025.

Accordingly, Tractebel may be held liable for wrongful acts or omissions committed by its staff or representatives in Lesotho if these are connected to their corporate functions.

Procedural Considerations for Bringing a Case in Belgium

As established under European private international law, civil and commercial claims may generally be brought in the Member State where the defendant is domiciled or established.¹⁸⁵ In the case of Tractebel, this would be Belgium, where the company has its registered seat. Jurisdiction over civil tort claims lies with the *Tribunal de première instance* (Court of First Instance), which is competent to hear any civil matter not expressly assigned to another court.¹⁸⁶

To proceed, several procedural requirements must be met.

Under Article 18 of the Belgian Judicial Code, claimants must demonstrate a legitimate, direct, personal, and present interest in the proceedings. This applies to individuals, organisations, and foreign NGOs, provided the link to the harm is clearly established.

The action must be introduced by way of a writ of summons (*citation*), delivered by a bailiff, and must comply with the other formal requirements set out in Articles 43 and 702 of the Judicial Code. These include full identification of the parties, the statement of the facts and legal grounds, the claim and its legal basis, and the indication of the competent court.

Finally, claimants should provide all relevant evidence demonstrating the harm suffered, the company's role, and the causal link between the two. Belgian courts require this evidence to be precise and substantiated at an early stage of proceedings, following the rules established in Book 8 of the Civil Code.

Tort Liability in Practice

Belgian tort law provides a concrete legal basis for pursuing accountability in the absence of a specific corporate due diligence framework, especially where Belgian-

¹⁸⁵ Article 4 of the Brussels Ibis Regulation, *supra* n°74.

¹⁸⁶ Articles 568 and following of the Belgian Judicial Code, adopted on 10th October 1967, last amended in 2024.

based companies are involved in human rights or environmental harm abroad. This framework, set out in Article 6.5 to 6.15 of the Belgian Civil Code, imposes liability on any party whose failure to act with sufficient care results in damage to others. In the case of Tractebel's participation in the Lesotho Highlands Water Project phase II, this standard may be invoked to challenge the company's failure to prevent foreseeable harm related to displacement, environmental degradation, or violations of economic, social and cultural rights.

A powerful illustration of this legal pathway can be drawn from the recent *SIAT S.A.* case, brought by affected communities in Prikro, Ivory Coast, with the support of the Progress Lawyers Network. In that case, the claimants argue that the Belgian agro-industrial company SIAT violated local communities' land and environmental rights through large-scale plantation operations.¹⁸⁷ The strategy does not rely on a specific due diligence statute, but rather on Belgium's general tort law regime, arguing that SIAT failed to uphold a duty of care by ignoring foreseeable risks and disregarding its own public commitments to human rights.¹⁸⁸ Though the proceedings remain at the pre-litigation phase, the case demonstrates how Belgian tort law can be used to challenge corporate misconduct occurring beyond national borders, where harm to communities is clearly documented.

The *SIAT* proceedings underscore the strategic value of using tort law not only to seek compensation, but also to assert a broader claim to justice: that companies operating across borders must act with heightened diligence, particularly where vulnerable communities are affected. The approach taken in the *SIAT* case – centred on foreseeability, internal policy obligations, and the failure to prevent well-known risks – could be meaningfully adapted to Tractebel's role in the LHWP. Specifically, claimants could argue that Tractebel, in its technical and engineering functions, either knew or

¹⁸⁷ Progress Lawyers Network, *Request for Compensation Addressed to SIAT S.A. by Communities of Prikro, Ivory Coast* (FR: Demande d'indemnisation adressée à SIAT S.A. par les communautés de Prikro, Côte d'Ivoire), only available in French at https://www.fian.be/IMG/pdf/II_0003673_final_16_aout_2024_anonymise.pdf, last accessed 16th April 2025, pp. 2-4.

¹⁸⁸ *Ibidem*, pp. 5-18.

should have known of the project's likely adverse impacts, and that it fails to incorporate adequate safeguards or mitigation strategies.¹⁸⁹

Moreover, just as the *SIAT* case highlights the need to document harm through local testimonies, expert reports, and independent assessments, similar evidentiary tools can be used in the context of the LHWP to establish damage and causation. Though Belgian tort law imposes a relatively high burden of proof – especially for causality – a focused and well-supported case drawing from community experiences and project documentation, could overcome this threshold.

In short, the legal reasoning applied in *SIAT* request for initial hearing could strengthen the case for holding Tractebel accountable under Belgian law. It shows that, even in the absence of specific due diligence legislation, a corporation's failure to act on foreseeable risks – particularly when it has the capacity and resources to do so – can give rise to liability. For organisations such as SLC, this insight offers both a legal and strategic foundation for considering Belgian civil litigation as a credible and potentially impactful option.

B. Tractebel's Corporate Structure and the Application of the French Duty of Vigilance Law

In addition to potential liability arising under Belgian tort law, another legal avenue may be pursued beyond the Belgian legal framework. As detailed in Annex 4, Tractebel is a subsidiary of Engie Group, a major French multinational corporation. This corporate structure opens the possibility of invoking the French Duty of Vigilance Law to establish ENGIE's liability for harms linked to Tractebel's role in LHWP Phase II.

This part of the report does not seek to restate the general legal analysis already developed in Section 2, Part 1, regarding the scope and mechanisms of the FCVL. Rather, it focuses specifically on the applicability of that framework to ENGIE, in its capacity as Tractebel's parent company.

From the outset, ENGIE appears to fall squarely within the material scope of the FDVL. The full name of the law – *loi relative au devoir de vigilance des sociétés mères et des*

¹⁸⁹ *Ibidem*, pp. 19-25.

entreprises donneuses d'ordre – explicitly refers to parent companies and contracting entities, signalling its intended reach over corporate groups such as ENGIE. This is further confirmed by Article 1, §1 of the law, which stipulates that the employees threshold is to be calculated across the companies and its direct and/or indirect subsidiaries, regardless of whether their registered offices are in France or abroad.¹⁹⁰

According to available figures, Tractebel alone employs approximately 5,600 individuals,¹⁹¹ while the ENGIE Group as a whole employs over 97,000 globally.¹⁹² This clearly places ENGIE above the minimum threshold required for the FDVL to apply.

With the applicability of the law established, the legal strategy would need to demonstrate a breach of ENGIE's vigilance obligations, specifically in relation to Tractebel's activities connected to LHWP Phase II. In the most recent vigilance plan,¹⁹³ ENGIE expressly recognises the rights of local communities.

The document states that “the Group will ensure that its activities do not infringe the rights of local communities, particularly those surrounding its sites”.¹⁹⁴ The Group is thus “particularly attentive to the consequences of its activities on local communities’ rights to health and a healthy environment, as well as their rights to property, an adequate standard of living (including water, food, and housing), and access to natural resources”.¹⁹⁵ Furthermore, “the Group undertakes to evaluate regularly, and at all stages of its projects, the potential impacts of its activities on communities, and will ensure that their expectations are taken into account through dialogue and consultation”.¹⁹⁶

The declarations contained in their policy are not merely aspirational. The vigilance plan constitutes a binding document under French law, with enforceable obligations. Where evidence indicates that the company has failed to meet its stated commitments

¹⁹⁰ Article 1, §1 of the FDVL, *supra* n°99; or Article L.225-102-4, §1 of the French Commercial Code, *supra* n°99.

¹⁹¹ Tractebel, *Key Figures*, available at <https://tractebel-engie.com/en>, last accessed on 3rd June 2025.

¹⁹² ENGIE Group, *Identity Card*, available at <https://www.engie.com/en/group/who-are-we/identity-card>, last accessed on 3rd June 2025.

¹⁹³ ENGIE Group, *supra* n°179.

¹⁹⁴ *Ibidem*, p. 5.

¹⁹⁵ *Ibidem*.

¹⁹⁶ *Ibidem*.

– by omitting foreseeable risks, failing to conduct adequate community consultation, or neglecting to adopt reasonable safeguards – liability may arise under the FDVL, complemented by the general civil liability regime as explained in earlier sections.

In this context, if ENGIE failed to integrate the specific risks associated with LHWP Phase II – particularly regarding displacement, environmental degradation, or socio-economic harm – into its vigilance planning, it may be held accountable for negligence in corporate risk governance. Such liability would not depend on ENGIE’s direct implementation of the project but on its failure to exercise appropriate oversight and preventive action through its subsidiary, Tractebel.

Accordingly, for claimants seeking redress, the corporate structure connecting Tractebel and ENGIE Group offers a meaningful basis to pursue accountability under another legal avenue. This strategy would require careful analysis of ENGIE’s vigilance plan, collection of evidence linking the subsidiary’s activities to the alleged harm, and clear articulation of the ways in which ENGIE’s preventive obligations were not met.

Section 4: Assessing WeBuild’s Legal Exposure Under Italian Law

WeBuild’s involvement in Phase II of the Lesotho Highlands Water Project¹⁹⁷ raises the question of whether the company could be held liable before Italian courts under the general tort law framework. This chapter mirrors the structure previously adopted for Tractebel’s potential liability, by articulating a dual approach: first, a substantive legal analysis of the specificities of Italian tort law and the role of CSR in such instances,¹⁹⁸ and second, a procedural assessment of how a civil claim could be brought before Italian courts. The purpose is to determine the feasibility of holding WeBuild accountable in Italy for its alleged misconduct in the LHWP Phase II.

Tort Law in Italy: A Legal Avenue Under Article 2043 of the Civil Code

The Italian Civil Code establishes a general duty not to harm others in its Article 2043, which is equivalent to the broad fault-based liability provisions in French and Belgian

¹⁹⁷ See *infra*, Annex 4, for the detailed information on WeBuild.

¹⁹⁸ Articles 2043 and 2049 of the Italian Civil Code, adopted on 16th March 1942, last amended in 2021.

law. In essence, three elements must be proven: a wrongful act or omission (the fault) by the company, an unjust damage suffered by the victims, and a causal link between the company's conduct and that damage. These requirements mirror the core criteria of tort liability in France and Belgium, as previously examined, and would likewise govern a lawsuit against WeBuild in Italy.¹⁹⁹

Like in Belgium, the Italian tort framework does not provide a special ground for business human rights violations. The general negligence standard, or also called standard of the normal prudent person applies.²⁰⁰ Therefore, to succeed, claimants would need to establish that WeBuild acted with *culpa* or *dolo* (negligence or intent) in connection with LHWP Phase II. In practice, this means showing that WeBuild failed to exercise the duty of care that a reasonably prudent company in its position would have taken to avoid foreseeable harm – analogous to the duty of care standard noted in the EDF and Tractebel analyses. Evidence of safety lapses, disregard for known risks, or deviation from industry standards may demonstrate fault under Article 2043. Notably, Italian courts have extended tort liability to cases of omission. A company may be found at fault not only for harmful acts but also for failing to prevent harm when a duty to act existed.²⁰¹

Consequently, in a transnational context like LHWP, WeBuild's awareness of potential impacts in Lesotho would be scrutinised – if it knowingly proceeded with practices likely to cause downstream harm without adequate precautions, that could constitute actionable negligence under Italian law.

Moreover, in their report of corporate governance of 2024²⁰², the company refers to the Italian Legislative Decree no. 125 of 6 September 2024²⁰³ which transposed the

¹⁹⁹ See, for a broad understanding, GIORDANO, A. (ed.), *Short Commentary to the Civil Code. Updated to the Cartabia Reform 2 March 2023* (IT: Commentario breve al Codice civile. Aggiornato alla Riforma Cartabia 2 marzo 2023), Editrice ADMAIORA, 2024, pp. 2692-2750.

For more information in English, see Italian Tort Law, *Protected Situations: Focus on Pure Economic Harm*, available at <http://italiantortlaw.altervista.org/situations.html>, last accessed on 16th June 2025.

²⁰⁰ Article 1176 of the Italian Civil Code, *supra* n°196.

²⁰¹ Italian Court of Cassation, n°14778, 4th September 2012.

²⁰² Webuild, *Report on Corporate Governance and Ownership Structure*, available at <https://media.webuildgroup.com/sites/default/files/2025-03/Relazione%20Governance%20final%20ENG.pdf>, last accessed on 16th June 2025.

²⁰³ Italian Legislative Decree n°125 of the 6th September 2024 implementing the Directive 2022/2464/EU of the European Parliament and of the Council of 14 December 2022 amending Regulation 537/2014/EU, Directive 2004/109/EC, Directive 2006/43/EC and Directive 2013/34/EU as regards corporate

Directive (EU) 2464/2022 – also known as Corporate Sustainability Reporting Directive – reforming the regulations on corporate sustainability reporting. The company's commitments to follow Economic, Social and Governance (ESG) criteria, advanced by the Sustainable Development Goals, in their internal policies has earned significant recognition.²⁰⁴ EcoVadis has evaluated WeBuild's ESG performance, identifying it "as one of the most sustainable companies in the world in terms of environmental, social and governance practices, placing it among the most virtuous companies".²⁰⁵

While Italian law provides that companies establish corporate social responsibility policies, these models hardly transform into concrete condemnations.²⁰⁶ However, such policies may influence judicial interpretations of fault by raising the standard of expected conduct. WeBuild's public endorsement of sustainability principles – including its membership in the UN Global Compact²⁰⁷ – may be invoked by claimants to argue that the company failed to meet the ethical and procedural safeguards it claimed to uphold. WeBuild has faced criticism over its LHWP involvement, including accusations of inadequate community consultation and environmental transparency. Local activists in Lesotho publicly denounced WeBuild for "ignoring communities' grievances and failing to provide adequate information regarding impacts".²⁰⁸

sustainability reporting. (IT: Decreto Legislativo 6 settembre 2024, n°125, Attuazione della direttiva 2022/2464/UE del Parlamento europeo e del Consiglio del 14 dicembre 2022, recante modifica del regolamento 537/2014/UE, della direttiva 2004/109/CE, della direttiva 2006/43/CE e della direttiva 2013/34/UE per quanto riguarda la rendicontazione societaria di sostenibilità), Gazzetta Ufficiale n°212, 10.9.2024.

²⁰⁴ See WeBuild's the Code of Ethics, the Suppliers Code of Conduct, the updated Sustainability Policy and the Human Rights Policy in Webuild, *2023 Consolidated Non-financial Statement. Prepared in accordance with Legislative decree no. 254/2016*, available at <https://admin.webuildgroup.com/sites/default/files/2024-04/2023%20Consolidated%20Non-financial%20Statement.pdf>, last accessed on 16th June 2025.

²⁰⁵ Webuild, *supra* n°201, p. 8.

²⁰⁶ Italian Legislative Decree n°231 of the 8th June 2001 governing the administrative liability of legal persons, companies and associations, including those without legal personality (IT: Decreto Legislativo 8 giugno 2001, n°231, Disciplina della responsabilit  amministrativa delle persone giuridiche, delle societ  e delle associazioni anche prive di personalit  giuridica), Gazzetta Ufficiale n°140, 19.6.2001.

²⁰⁷ See United Nations Global Compact, *Ten Principles of the UN Global Compact*, available at <https://unglobalcompact.org/what-is-gc/mission/principles>, last accessed on 10th April 2025; and United Nations Global Compact, *Business & Human Rights Navigator. Indigenous Peoples*, available at <https://bhr-navigator.unglobalcompact.org/issues/indigenous-peoples-rights/>, last accessed on 10th April 2025.

²⁰⁸ BONTEMPI, A., DEL BENE, D., and DI FELICE, L. J., "Counter-reporting sustainability from the bottom up: the case of the construction company WeBuild and dam-related conflicts", *Journal of Business Ethics*, vol. 182, 2023, pp. 7-32.

Similarly, cases brought before the Italian National Contact Point – such as the Gibe III project in Ethiopia²⁰⁹ and the Tokwe-Mukorsi Dam in Zimbabwe²¹⁰ – may serve as valuable sources of evidence. These instances can help establish a pattern of human rights violations by WeBuild and illustrate the company’s reluctance to comply with international standards, a strategic line of argument already developed with regard to the *Unión Hidalgo* case. Although not examined in detail here, OECD National Contact Points remain a relevant alternative or complement to the legal strategies discussed and should be kept in mind for future action.²¹¹

Vicarious Liability: Responsibility for Agents and Organs

Under Article 2049 of the Italian Civil Code, employers are liable for damage caused by their employees or agents when acting in the course of their duties. Any wrongdoing by WeBuild’s staff, engineers, or subcontractors as part of their mission on the LHWP Phase II – such as threats, negligence in site safety, or failure to carry out environmental safeguards – could engage the company’s vicarious responsibility. Courts do not require proof of direct corporate intent under this provision; it is sufficient that the act occurred in the performance of professional functions.²¹² This aligns with broader Civil Law trends in expanding corporate liability through vicarious channels.²¹³

Procedural Considerations for Bringing a Case in Italy²¹⁴

Procedural requirements in Italy for initiating a civil tort claim include demonstrating standing (*legittimazione attiva*), submitting a detailed writ of summons (*atto di*

²⁰⁹ OECD Watch, *Complaint. Survival International vs. Salini Impregilo*, available at <https://www.oecdwatch.org/complaint/survival-international-vs-salini-impregilo/>, last accessed on 16th June 2025.

²¹⁰ Human Rights Watch, *Homeless, Landless, and Destitute. The Plight of Zimbabwe’s Tokwe-Mukorsi Flood Victims*, available at <https://www.hrw.org/report/2015/02/03/homeless-landless-and-destitute/plight-zimbabwes-tokwe-mukorsi-flood-victims>, last accessed on 16th June 2025.

²¹¹ Fédération Internationale pour les Droits Humains, *Filing a complaint at the NCP: The “Specific Instances” Procedures*, available at <https://corporateaccountability.fidh.org/the-guide/mediation-mechanisms/oecd-guidelines-for-multinational-enterprises/filing-a-complaint-at-the-ncp-the-specific-instances-procedures/>, last accessed on 21st June 2025.

²¹² COGGIOLA, N., and GARDELLA TEDESCHI, B., “Risk and Italian Private Law”, in DYSON, M. (ed.), *Regulating Risk through Private Law*, Intersentia, 2018, pp. 215-218.

²¹³ GILIKER, P., “Vicarious Liability or Liability for the Acts of Others in Tort: A Comparative Perspective”, *Journal of European Tort Law*, vol. 1, 2011, pp. 31-56.

²¹⁴ The reasoning on jurisdiction set out in sections 1 and 2 applies to the liability of the WeBuild Group or any other Italian company.

citazione) supported by evidence, and ensuring proper service of process via a judicial officer (*ufficiale giudiziario*). The determination of the competent court is governed by the provisions of the Italian Code of Civil Procedure (ICCP - *Codice di Procedura Civile*).

In any such case, SLC, or any Italian NGO or collaborator acting on behalf of affected communities, must demonstrate that these three conditions are met.

Regarding personal jurisdiction, any claimant must establish a legitimate interest in bringing the action (*interesse ad agire*).²¹⁵ This requirement is fulfilled when an individual or legal entity possesses legal capacity and has a direct, current, and personal interest in the outcome of the case. Italian law imposes no special standing restrictions for foreign claimants, and extra-contractual liability claims may be brought by foreign individuals under ordinary civil procedure. Moreover, Italian courts have shown procedural flexibility in admitting claims from NGOs and foreign entities where human rights or environmental concerns are at stake.²¹⁶

In terms of territorial jurisdiction, when a legal entity is sued, the competent forum is generally the place of its registered office, branch, or legal representative.²¹⁷ Since WeBuild is headquartered in Milan, jurisdiction would lie with the *Tribunale civile* of Milan, which has subject-matter jurisdiction²¹⁸ over civil tort claims not allocated to specialised courts.²¹⁹

Substantively, a claim under Article 2043 of the Italian Civil Code requires proof of a wrongful act, damage, and a causal connection between them. In omission cases, Italian courts apply the civil standard of proof (*prova del più probabile che non*): liability may be established if it is more likely than not that a proper preventive act would have averted the harm. Evidence may include documentary material, expert assessments (e.g. on causation or duty of care), and witness statements.

²¹⁵ Article 100 of the Italian Code of Civil Procedure, adopted on 28th October 1940, last amended in 2022.

²¹⁶ Ordinary Court of Rome, n°39415, 26th February 2024; Civil Court of Rome, Writ of Summons in case *Greenpeace Italy & ReCommon v. Eni*, 9th May 2023.

²¹⁷ Articles 19 and 77 of the Italian Code of Civil Procedure, *supra* n°214; PAPADOPOULOU, *supra* n°86, p. 99.

²¹⁸ Articles 7-17 of *ibidem*.

²¹⁹ Article 9, §1 of *ibidem*.

Time limitations must also be carefully considered. Under Article 2947 of the Civil Code, tort claims are subject to a five-year prescription period, which begins from the moment the injured party becomes aware – or should reasonably have become aware – of the damage and its source. For continuing or latent harms, such as long-term environmental or health impacts, the five-year limitation begins at the point of actual or constructive discovery.²²⁰ This limitation rule mirrors the standards applied in France and Belgium.²²¹

Therefore, any claim concerning harm resulting from WeBuild’s role in the LHWP Phase II must be filed within five years from the date the affected individuals knew or should have known of both the damage and WeBuild’s alleged contribution to it. As with any civil action in Italy, the claim must comply with applicable evidentiary and procedural rules, including timely service of the summons, correct party identification, and jurisdictional competence.

Importantly, Italian law recognises collective redress mechanisms,²²² including the ability for associations and representative bodies to bring claims in defence of diffuse or collective interests. This may enable communities in Lesotho to initiate proceedings either directly or in partnership with Italian NGOs, thereby increasing access to justice and procedural legitimacy.

Tort Liability in Practice

As stated before, Italian courts have repeatedly confirmed that Article 2043 covers all sorts of harm and could be brought to court by interested groups.²²³ Traditionally limited to physical and some economic injury, its scope has expanded. In the business-and-human-rights context, commentators emphasise that corporate tort liability follows the same rules as any other tort. One legal guide notes that businesses’ tortious

²²⁰ Oliver & Partners Law Firm, *Statute of Limitations*, available at <https://www.oliverpartners.it/statute-of-limitations/>, last accessed on 16th June 2025.

²²¹ Article 2224 of the French Civil Code, *supra* n°111; and Article 2262, §1, al. 2 of the Former Belgian Civil Code, *supra* n°183.

²²² Chambers and Partners Law Firm, *Collective Redress & Class Actions*, available at <https://practiceguides.chambers.com/practice-guides/collective-redress-class-actions-2024/italy/trends-and-developments>, last accessed on 16th June 2025; Italian Law n°31 of the 12th April 2019 on class action provisions (IT: Legge 12 aprile 2019, n° 31, Disposizioni in materia di azione di classe), Gazzetta Ufficiale n°92, 18.4.2019.

²²³ *Ibidem*.

liability is governed by Article 2043 and following, providing a remedy for both material and immaterial damage. In other words, Italian law allows claims for human rights harms abroad as torts at home: the existence of a foreign project or contract does not negate Article 2043 if the defendant is present in Italy.²²⁴

To date, domestic litigation in this area is sparse. An illustrative instance is climate change litigation: in *Giudizio Universale* – also known as *A sud v Italy* –,²²⁵ environmental groups sued the Italian State, seeking to hold it civilly liable under Article 2043 for failing to enact adequate emissions controls. They framed excessive climate change as a violation of constitutional rights (life, health) and claimed it was an “unjust damage” to citizens. The Tribunal of Rome ultimately dismissed the case on separation-of-powers grounds, but it acknowledged that claimants sought relief under Article 2043. This example shows how Article 2043 is viewed as a vehicle to address transnational or global harms by anchoring them in tort law at home.²²⁶

Similarly, the ongoing *Greenpeace Italy & ReCommon v. Eni* case filed in Rome represented Italian citizens and NGOs accusing Eni of contributing to climate change through greenhouse gas emissions. The claimants invoked Articles 2043, 2050, and 2051, emphasising human rights (life, health) and the company’s own ethical obligations under its model. Although the trial is once again solely related to climate change, the invocation of general tort law for environmental harm abroad and the transformation of corporate models – CSR complying with the *Italian Legislative Decree n°231/2001*²²⁷ – into tort claims is to be followed.²²⁸

²²⁴ VARGAS, J. A., “Moral Damages under the Civil Law of Mexico. Are These Damages Equivalent to U.S. Punitive Damages?”, *University of Miami Inter-American Law Review*, vol. 35, 2004, pp. 235-237.

²²⁵ Ordinary Court of Rome, *supra* n°215.

²²⁶ Diritti Comparati, *The Last Judgment (or Silence?): a judgment that will not make history* (IT: Il Giudizio (o Silenzio?) Universale: una sentenza che non farà la storia), only available in Italian at <https://www.diritticomparati.it/il-giudizio-o-silenzio-universale-una-sentenza-che-non-fara-la-storia/>, last accessed on 16th June 2025.

²²⁷ For a broader understanding of the legislative effort of corporate sustainability responsibility in Italy, see Fédération Internationale pour les Droits Humains, *Italian Legislative Decree n°231/2001: A model for Mandatory Human Rights Due Diligence Legislation?*, available at https://media.business-humanrights.org/media/documents/files/documents/report_231_2001_ENG.pdf, last accessed on 16th June 2025.

²²⁸ Civil Court of Rome, *supra* n°215.

Wrap Up

This analysis confirms that Italian tort law offers a credible pathway for WeBuild's accountability. The general fault based liability under Article 2043 – or it is responsibility toward the personnel under Article 2049 – allow claimants to challenge acts and omissions of Italian companies. This framework is significant given WeBuild's strong public commitment to ESG standards, which may raise the threshold of expected conduct in judicial proceedings.

Although Italy has not developed a specific tort category for business-related human rights violations, the flexibility of Article 2043 has been tested in recent strategic litigation, including in the *Giudizio Universale* and *Greenpeace v. Eni* cases. These examples underscore the law's evolving capacity to address transnational harm through domestic venues, especially where the parent company is headquartered in Italy and should therefore be followed closely.

For victims and their allies, the Italian context does not pose insurmountable new procedural obstacles, particularly where credible Italian NGOs or legal representatives are involved. Moreover, the recognition of collective standing and the possibility to demonstrate WeBuild recurring patterns – helped by NCP findings in other projects such as Gibe III or Tokwe-Mukorsi – offer confidence in leverage possibilities.

Conclusion

The Lesotho Highlands Water Project Phase II illustrates how development megaprojects – despite their promises of regional integration, economic upliftment, and infrastructural modernisation – can simultaneously entrench environmental harm, social displacement, and structural inequality. The complexities of LHWP’s legal, political, and corporate landscape reveal a transnational web of actors whose responsibilities are dispersed yet interconnected. In this context, securing accountability for the project’s adverse human rights and environmental impacts requires an equally transnational legal strategy.

This report has offered a comprehensive assessment of three European corporate actors – EDF, Tractebel, and WeBuild – whose direct or indirect involvement in LHWP Phase II gives rise to potential legal exposure. Grounded in the principles of tort law and emerging standards of corporate due diligence, our analysis has mapped out viable litigation pathways in France, Belgium, and Italy. These jurisdictions not only host the companies in question but also provide legal frameworks—some already binding, others emerging – that can be mobilised by civil society to challenge corporate complicity in human rights harms occurring abroad.

The French Duty of Vigilance Law, in particular, offers a powerful tool to hold parent companies accountable for failing to prevent foreseeable harm caused by their subsidiaries or commercial partners. As demonstrated through case studies such as *Unión Hidalgo v. EDF, TotalEnergies*, and *Casino*, courts are increasingly prepared to examine the content and implementation of vigilance plans. EDF’s failure to reference LHWP Phase II in its latest vigilance plan, despite its known risks and its own role in feasibility studies, raises strong grounds for legal challenge under the FDVL and the French tort law regime.

Similarly, Tractebel’s legal exposure is twofold: under Belgian tort law for its direct involvement, and under the FDVL via its parent company, ENGIE, whose commitments to local communities and environmental protection appear inconsistent with documented impacts in Lesotho.

In Italy, WeBuild’s public endorsement of ESG standards, combined with its prior controversies in similar infrastructure projects, opens the door for a civil tort claim under Article 2043 of the Italian Civil Code. The Italian judiciary’s growing openness to strategic litigation on transnational harm, as shown in cases like *Giudizio Universale* and *Greenpeace v. Eni*, suggests a receptive legal environment – especially when supported by strong evidentiary materials and credible alliances with local partners.

A cross-cutting lesson throughout this report is the necessity of procedural precision and evidentiary preparation. Transnational litigation remains an uphill battle – due not only to legal complexity but also to the resource asymmetries between affected communities and powerful multinational actors. Nonetheless, emerging jurisprudence demonstrates that these hurdles are not insurmountable. Strategic use of national laws, reinforced by coalition-building with domestic NGOs, legal support centres, and transnational advocacy networks, can enhance access to justice and force corporate actors to reckon with the downstream consequences of their operations.

While this report focuses primarily on judicial avenues for corporate accountability, it is important to acknowledge its limitations. Non-judicial mechanisms – such as the OECD National Contact Points – offer alternative pathways for redress that can complement or even precede litigation. A fuller exploration of their potential in the context of the Lesotho Highlands Water Project would require dedicated research, as an entire report could be devoted to assessing their accessibility, effectiveness, and strategic value.²²⁹

Beyond the courtroom, these legal efforts play a crucial role in advancing the broader project of corporate accountability. They signal that harm – no matter how remote geographically or obscured structurally – may trigger legal consequences, and that victims of development-induced displacement are not without recourse. By combining litigation, advocacy, and documentation, organisations like the Seinoli Legal Centre can shift the power balance and make tangible strides toward justice.

In sum, the LHWP Phase II is not just a case study in transboundary water management; it is also a test case for transnational legal accountability. The options

²²⁹ To go further in this direction, see OECD Watch, *Complaints*, available at <https://www.oecdwatch.org/how-to-file-a-complaint/>, last accessed on 21st June 2025.

explored in this report represent both a practical roadmap and a legal experiment. While success is never guaranteed, the legal frameworks identified herein provide a credible foundation for action – and a reminder that development must never come at the cost of dignity, rights, or reparative justice.

Finally, this report acknowledges the importance of the LWHP for the country's social and economic development. However, the right to development of the Kingdom of Lesotho must not come at the expense of human rights or the environment. While Lesotho has demonstrated in the past its willingness to combat impunity in cases of corruption, it is imperative that this commitment extends to corporate accountability, particularly in anticipation of the implementation of the future Phases III and IV.

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Annex 1: Biophysical and Socio-economic Impacts and Key Mitigation Measures

The following data has been sourced from the African Development Bank Group website.²³⁰ The tables reproduced from pages 32 to 43 of the original document present, in identical format, a summary of the key findings of the Environmental and Social Impact Assessment (ESIA) for the Polihali Reservoir and its associated infrastructures. For a more comprehensive understanding of the impacts and mitigation measures, reference should be made to the full ESIA summary. As of the time of writing, the ESIA for the Oxbow Dam has only recently commenced and remains unavailable.²³¹

For ease of interpretation, a colour scheme has been applied to the tables. Boxes shaded in red, orange or yellow indicate negative impacts, while those in shades of green reflect positive impacts. The degree of impact is communicated through both the descriptive language within the box – ranging from negligible to critical – and the intensity of the corresponding colour.

²³⁰ African Development Bank Group, *Project: Lesotho Highland Water Project Phase II (LHWP II). Environmental & Social Impact Assessment Summary for Polihali Reservoir & Associated Infrastructure*, available at https://www.afdb.org/sites/default/files/documents/environmental-and-social-assessments/esia_summary_for_lesotho_highland_water_project_ii_-_polihali_reservoir_associated_infrastructure.pdf, last accessed on 27th May 2025.

²³¹ See Contrat n°6038 in Annex 2 and Creamer Media's Engineering News, *Oxbow Hydropower ESIA contract awarded*, available at <https://www.engineeringnews.co.za/article/oxbow-hydropower-esia-contract-awarded-2024-12-05>, last accessed on 27th May 2025.

Biophysical Impacts

Construction / Inundation Phase

Impact	Pre-Mitigation Impact Significance	Summary of Key Mitigation Measures	Residual Impact Significance
Erosion of soils on steep terrain and erosion of moderately deep soils on near level terrain	Major	Stockpiles located away from waterways and water flow paths. geo-textiles used to stabilize soil stockpiles. Implement Erosion Control and Revegetation Plan. Minimise area of disturbance. Control site access points. Progressive rehabilitation of cleared sites. Minimize and eliminate unnecessary vegetation removal. Implement stormwater control plan.	Moderate
Compaction of soils on steep terrain, and on near level terrain	Moderate	Avoid off-road driving. Minimize footprint of project and therefore required site clearance. Use existing roads as far as possible.	Minor
Chemical pollution impact on soils on steep terrain and on near level terrain	Moderate	High level maintenance of all vehicles, plant and equipment to prevent hydrocarbon spills. Impermeable, bunded areas for storage tanks. Site surface water and wash water to be collected and treated prior to release. Waste segregation, recycling and trucking out of waste. Immediate clean-up of accidental spills.	Minor
Site clearance on flora: grassland and rocky ridges and cliffs	Moderate	Pre-construction surveys, search and rescue to adjacent suitable areas, including community gardens. Appropriate storage of removed topsoil and vegetation. Alien invasive plant control measures.	Minor
Loss of community plant resources	Moderate	Pre-construction surveys. Harvesting of resources prior to construction. Search and rescue of plants to gardens.	Minor
Site clearance and disturbance on mammals, reptiles and amphibians	Moderate	Raise biodiversity awareness of staff (no killing of snakes and other animals). Train at least one staff member to handle snakes and lizards.	Minor
Impact of blasting on mammals and herpetofauna on grassland	Minor	Not possible to mitigate (however, impact will be localised and temporary).	Minor

Impact of blasting on mammals and herpetofauna on rocky ridges and cliffs	Minor to Moderate	Not possible to mitigate (however, impact will be localised and temporary).	Minor to Moderate
Impact of inundation on vegetation: grassland and rocky ridges and cliffs	Major	Pre-inundation surveys, search and rescue of conservation-important plants. Plan and establish community gardens for the relocation of conservation priority species and medicinal plants. Fence off the area to protect from grazing.	Moderate
Impact of inundation on the vegetation in wetland seeps	Minor	Pre-inundation surveys, search and rescue of conservation-important plants. Plan and establish community gardens for the relocation of conservation priority species and medicinal plants. Fence off the area to protect from grazing.	Negligible
Impact of inundation on important plant resources - grassland including seeps and rocky ridges and cliffs	Moderate	Identify population of important species within the inundation zone. Local traditional medicinal practitioners encouraged to harvest plant resources from these areas. LHDA to support establishment of medicinal plant nurseries around the reservoir. Local communities should be given the opportunity to harvest and stockpile firewood and other plant resources from the entire inundation zone.	Minor
Impact of inundation on important plant resources - spiral aloes in villages	Major	Census of spiral aloes located in villages to be inundated. Homesteads to be relocated should be encouraged to translocate spiral aloes. Aloes not translocated to be rescued for community gardens.	Negligible
Impact of inundation on mammals and herpetofauna - grassland and rocky ridges and cliffs	Moderate	Limited mitigation possible apart from search and rescue of animals from islands that form in the reservoir. Consideration should be given to installation of pitfall traps in focused areas below villages around the reservoir where frogs, snakes and reptiles are more likely to occur and to move out of the inundation area as it fills.	Moderate
Impact of inundation on mammals and herpetofauna - seeps	Minor	N/A	Minor
Impact of advance works, site preparation and construction on transitional streams and upper foothills	Negligible	Pollution control. Stormwater control. Riparian vegetation protection.	Negligible
Impact of Advance Works, site preparation and construction on lower foothills	Minor	Pollution control. Stormwater control. Riparian vegetation protection.	Negligible
Impact of bridge construction on upper foothills.	Minor	Pollution control. Stormwater control. Riparian vegetation protection.	Minor
Impact of bridge construction on lower foothills.	Moderate	Pollution control. Stormwater control. Riparian vegetation protection.	Moderate

Impact on human influx on riverine resources in transitional streams	Negligible	No fishing, harvesting of timber, vegetation, grains and other plant material in the riparian zones by contractors. No worker recruitment near site to limit influx.	Negligible
Impact of human influx on riverine resources in upper and lower foothills	Minor	No fishing, harvesting of timber, vegetation, grains and other plant material in the riparian zones by contractors. No worker recruitment near site to limit influx.	Negligible
Impact of dam inundation on wetlands in the PRAI (seeps and sheetrock)	Minor to Moderate	Minimal wetlands lost. No mitigation for loss. Opportunity to rehabilitate other wetlands in the upper catchment.	Minor to Moderate
Impact of site clearance for advance works on rangelands	Moderate	<i>Short term mitigation.</i> Limit area for site clearance. Restrict site access routes to existing tracks where possible. Rehabilitate temporary access roads following construction completion. <i>Long term mitigation.</i> Develop and implement grazing management plan. Implement fodder production to supplement grazing. Develop and implement alternative livelihood coping strategies. Manage introduction and spread of alien invasive plant species.	Minor
Impact of inundation on rangeland resources.	Major	Develop and implement grazing management plan. Implement fodder production to supplement grazing. Develop and implement rangeland improvement interventions in association with the DRRM. Promote and support community-based Grazing Associations. Promote alternative livelihood coping strategies. Develop and implement an integrated catchment management plan (that incorporates the above-mentioned actions). Manage (prevent) the introduction and spread of alien invasive species.	Major
Impact of site clearance for advance works on birds	Moderate	Limit area for site clearance	Minor
Installation of telecommunication mast and power lines across the reservoir	Major	Regular (seasonal) monitoring of bird populations around the reservoir and likely to be impacted by the Polihali Dam Project to fully determine actual, immediate impacts of the project, to confirm long-term effects, to evaluate the efficacy of mitigation and identify additional mitigation or enhancement measures, if appropriate. Ideally, no power lines should be installed across obvious avian fly-ways such as deep valleys or steep-sided areas of open water. Alternatively, the largest possible line marking devices - aviation balls - should be fitted to the full extent of the line as it crosses the dam. The line from Tlokoeng across to Masakong to supply the Polihali Village will be placed in a sleeve attached to the Tlhakola Bridge, which will reduce the impact of this line. However, there will be realignment of the existing powerline along the A1, which will need to be reviewed in terms of flight paths.	Moderate

		Undertake further investigation on the viability of installing newly-developed flight diverters that light up at night, to reduce collision risk for crepuscular and nocturnal species. All live components should be fully insulated and configured to prevent even the largest birds from being electrocuted while perching on utility structures supporting the line. Install bird flight diverters on all telecommunication mast support lines or guy wires.	
Impact of blasting and construction disturbance on birds	Moderate	Bird specialist to inspect the areas around each site where high-impact clearing and blasting activities to occur to check for nearby; active nest sites of priority bird species. If such nest sites deemed sufficiently important and sufficiently susceptible to negative impacts, timing of blasting to be postponed until end of breeding season. Alternatively, occupied nests should be monitored to determine actual behavioral response and these responses inform additional mitigation requirements as part of Biodiversity Management Plan. Keep extent of affected areas, noise levels and movement disturbance to a reasonable and practical minimum.	Minor
Impact of inundation on birds: grassland and wetland species	Moderate	Regulate access and grazing, prevent hunting on islands created by inundation. Additional surveys should be conducted to more fully determine the baseline waterbird population to establish baseline for monitoring change during and post inundation.	Minor
Impact of inundation on birds: cliff-nesting species	Critical	May be possible to establish artificial nest sites for cliff-nesting birds such as Southern Bald Ibis and Lanner Falcon on the dam (and possibly in quarries and on other high vertical structures resulting from the development activities). Additional bird survey work should be undertaken to improve the baseline estimates of bird populations likely to be impacted by the Polihali Dam project.	Critical

Operational Phase

Impact	Pre-Mitigation Impact Significance	Summary of Key Mitigation Measures	Residual Impact Significance
Pressure on the remaining soils by displaced communities and livestock: soils for crop and animal production	Major	An Integrated Catchment Management (ICM) Plan that will incorporate the social, economic and ecological components. The Plan should clearly integrate components of development, management, protection and use of land. With an understanding that it is not only an asset but also inheritance. A participatory engagement process that engages all the stakeholder groups needs to be arranged. This should be in the form of regular involvement, not only of those whose land and soil will be used, but those likely to be sharing whatever land will be available during the operation of the different types of infrastructure.	Moderate
Impact of Inundation on Riverine Ecosystem in the Polihali Reservoir: transitional streams	Negligible	No intervention can avoid or reduce impact of permanent inundation of riverine habitats. Indirect intervention required that could partially offset the impacts such as identifying and protecting areas of the upper catchment to compensate for impacts of the dam on aquatic ecosystems and biodiversity.	Negligible
Impact of Inundation on Riverine Ecosystem in the Polihali Reservoir: upper foothills	Moderate	No intervention can avoid or reduce impact of permanent inundation of riverine habitats. Indirect intervention required that could partially offset the impacts such as identifying and protecting areas of the upper catchment to compensate for impacts of the dam on aquatic ecosystems and biodiversity.	Moderate
Impact of Inundation on Riverine Ecosystem in the Polihali Reservoir: lower foothills	Major	No intervention can avoid or reduce impact of permanent inundation of riverine habitats. Indirect intervention required that could partially offset the impacts such as identifying and protecting areas of the upper catchment to compensate for impacts of the dam on aquatic ecosystems and biodiversity.	Major
Impact of altered water quality on downstream river ecosystem: lower foothills (Senqu River to Malibamatso - 62 km)	Moderate	Monitoring of inflow to the reservoir at proposed new gauges on the main feeder rivers to inform the required environmental flow releases. Implementation of the environmental flow releases in accordance with an operational flow management plan that takes into account the IFR for Katse and Mohale. Consideration should be given to increasing the magnitude and frequency of short duration, high flow events. The impacts of existing man-made instream barriers on fish migrations within the Senqu River Catchment should be assessed, both upstream and downstream of the proposed dam, and remedial actions taken, where appropriate. This could include the construction of fishways or modifying the design of existing barriers to allow natural fish migrations to take place.	Moderate
Impact of altered flows on downstream river ecosystem: lower foothills (Senqu River to Malibamatso - 62 km)	Major	Monitoring of inflow to the reservoir at proposed new gauges on the main feeder rivers to inform the required environmental flow releases. Implementation of the environmental flow releases in accordance with an operational flow management plan that takes into account the IFR for Katse and Mohale.	Major

		Consideration should be given to increasing the magnitude and frequency of short duration, high flow events. The impacts of existing man-made instream barriers on fish migrations within the Senqu River Catchment should be assessed, both upstream and downstream of the proposed dam, and remedial actions taken, where appropriate. This could include the construction of fishways or modifying the design of existing barriers to allow natural fish migrations to take place.	
Impact of altered flows on river ecosystem services: lower foothills (Senqu River to Malibamatso - 62 km)	Moderate	Monitoring of inflow to the reservoir at proposed new gauges on the main feeder rivers to inform the required environmental flow releases. Implementation of the environmental flow releases in accordance with an operational flow management plan that takes into account the IFR for Katse and Mohale. Consideration should be given to increasing the magnitude and frequency of short duration, high flow events. The impacts of existing man-made instream barriers on fish migrations within the Senqu River Catchment should be assessed, both upstream and downstream of the proposed dam, and remedial actions taken, where appropriate. This could include the construction of fishways or modifying the design of existing barriers to allow natural fish migrations to take place.	Moderate
Impact of increased fish predation on aquatic ecosystem: lower foothills (Senqu River to Malibamatso - 62 km)	Minor	Fish spawning bed improvement. Assessment of fish migration barriers.	Minor
Impact of increased fisheries potential: new impoundment	Minor	Development of a Reservoir Zonation Plan (enhance the benefit).	Moderate
Impacts of land use displacement on seeps and sheetrock wetlands (Valleyhead bottom and Valleyhead seeps)	Major	An ICM plan should be developed and implemented for the entire Polihali Reservoir catchment. This should include considerations from multiple interlinked perspectives including rangeland management, terrestrial biodiversity, wetland and socio-cultural aspects, as well as allow for expected impacts from climate change.	Major
Impacts of land use displacement on Valleyhead fens	Critical	An ICM plan should be developed and implemented for the entire Polihali Reservoir catchment. This should include considerations from multiple interlinked perspectives including rangeland management, terrestrial biodiversity, wetland and socio-cultural aspects, as well as allow for expected impacts from climate change.	Major
Increased pressure on natural resources by displaced communities: rocky outcrop / grossland mosaic	Major	Increased protection status for the Phutha Sheep Stud (possibly proclaim as nature reserve). Creation of community gardens. Develop an integrated catchment management plan.	Moderate
Increased pressure on natural resources by displaced communities (Phutha Sheep Stud)	Critical	Increased protection status for the Phutha Sheep Stud (possibly proclaim as nature reserve). Creation of community gardens. Develop an integrated catchment management plan.	Negligible
Impact of maintenance and leisure activities on birds	Major	Regular (seasonal) monitoring continued to fully determine actual, immediate impacts of the project, to monitor long-term effects, and to gauge the efficacy of mitigation and possibly for additional mitigation.	Moderate

		Identification of key, remaining areas of avian habitat that should be set aside for special protection and management. Minimise areas required for maintenance and leisure activities. Recreational boating on the dam should avoid areas in close proximity to known cliff-nesting or roosting areas.	
Impact on birds of increased pressure on natural resources by displaced communities	Critical	Regular (seasonal) monitoring of these populations should be continued to fully determine the actual, immediate impacts of the project, to monitor long-term effects, and to gauge the efficacy of mitigation. Ongoing monitoring will allow for the identification of sites where increasing pressure from changes in patterns of human settlement and activities may be problematic, and could inform appropriate mitigation strategies. The extent of remorse, mid- and upper-level catchment areas affected by displaced and expanding human settlement and activities should be kept to a reasonable and practical minimum. In collaboration with DoE, implement awareness raising measures about birds.	Major

Socio-economic Impacts

Construction / Inundation Phase

Impact	Pre-Mitigation Impact Significance	Summary of Key Mitigation Measures	Residual Impact Significance
Physical displacement of households	Critical	Compensation and relocation. Livelihood restoration and social development projects.	Moderate to Major
Economic displacement	Critical	Compensation and relocation. Livelihood restoration and social development projects.	Major
Increased risk of road traffic accidents	Major	Traffic management plan. Awareness campaigns. Signage and traffic calming measures.	Moderate
Increased ambient noise levels	Moderate	Appointed engineers are collecting data on ambient noise levels prior to construction (baseline). Contractors will collect ambient noise level data during construction. These data will be compared to the baseline data to determine the change in noise levels as a result of construction activities. Noise mitigation measures will be adjusted as required, to minimise the increased noise levels as far as practicable. Blasting Protocol.	Minor
Increased nuisance factors: highly sensitive receptors	Major	Apply the LHDA Recruitment Guidelines and the mitigation measures described in Section 8.6.3.1 to enhance local employment. This will serve to reduce the number of general workers from outside the area, and discourage influx.	Moderate
Increased nuisance factors: less sensitive receptors	Moderate	Apply the LHDA Recruitment Guidelines and the mitigation measures described in Section 8.6.3.1 to enhance local employment. This will serve to reduce the number of general workers from outside the area, and discourage influx.	Minor
Increased prevalence of STIs and HIV/AIDS	Major	Collaboration with Local Health Care Services. HIV Workplace Policy and Programme. Risk Planning, Management and Communication. Employee Code of Conduct.	Moderate
Increased anti-social behaviour	Major	Local labour recruitment. Employee Code of Conduct. Awareness-raising of community/staff. Collaboration of LHDA / GoL Depts.	Moderate to Major

Creation of employment opportunities	Moderate	Local labour recruitment.	Major
Procurement of goods and services	Minor to Moderate	Local procurement. Facilitate development of local MSMEs.	Moderate
Blasting impact on cultural heritage	Negligible to Critical	Asset condition assessment prior to and after blasting. Alternative blasting methods where feasible to avoid damage.	Negligible to Moderate
Inundation impact on cultural heritage sites	Major	Confirm location of burial sites and avoidance measures. Agree and implement relocation and / or ceremonies with affected families prior to construction disturbance. Demarcate graves to avoid damage.	Minor
Inundation impact on cultural intangible heritage	Moderate	Capture cultural heritage of villages to be relocated. Identify opportunities for conservation of cultural and natural heritage features outside of FSL.	Minor

Operational Phase

Impact	Pre-Mitigation Impact Significance	Summary of Key Mitigation Measures	Residual Impact Significance
Increased government revenue	Major	N/A	Major
Economic opportunities and diversification	Minor to Moderate	<i>Required:</i> For all employment and procurement requirements during the operational phase, implement all enhancement measures described in Sections 8.6.3.1 and 8.6.3.2 to enhance local employment and procurement. Implement all measures described in Section 8.6.3.2, to build the capacity of local entrepreneurs to take up the business opportunities that arise. <i>Recommended:</i> As per Section 8.6.3.2, LHDA will support MSME development through collaboration with service providers such as BEDCO, which should include all affected parts of the extended Project Area, as part of LHDA's commitment to social development under the SDMP.	Moderate
Increased cost of living	Moderate	<i>Required:</i> Implement all required and recommended measures described in Section 8.6.3.3. <i>Recommended:</i> Implement social development projects under the SDMP, as outlined in the LHWP Phase II, LR&SDF as a means of delivering socio-economic benefits to assist in combating some of the challenges households may experience.	Moderate
Growth of local tourism sector	Minor to Moderate	Collaboration between LHDA and LTDC to develop a local tourism plan for the Project Area linked to current (e.g. Sani Top) and potential initiatives (pony trekking, cultural heritage tours, etc.). Implementation of Tourism Master Plan.	Moderate
Continuation of anti-social behaviour and spread of STIs and HIV/AIDS	Moderate	During the operational phase there are limited interventions that can be implemented directly by LHDA. However, LHDA should assist by motivating and supporting relevant departments in the GoL to identify potential projects and interventions that could result in improvements to anti-social behaviour. These are likely to include improved education and training, recreational facilities and activities, crime awareness and management interventions, improved health awareness campaigns (specifically linked to sexual health and well-being).	Moderate

Annex 2: Businesses Involved in Phase II of LHWP

This data was sourced from the Lesotho Highlands Development Authority (LHDA) website, specifically under the “Awarded Contracts” section.²³² Each published notice of award was analysed to identify the selected business or joint-venture. Based on the information available in those documents, we were able to compile the relevant data.

Contract n°	Link to notice award	Name of the business	Name of the sub-business	Origin	Name of the contract	Value of the contract per contractor	Total value of the contract	Comment
2224	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=2224&status=1	WAPCOS SHELADIA JV	WAPCOS Limited	India	Professional Services for Program Management Unit for Phase II	168 725 138,64 LSL	843 625 693,21 LSL	Partnership
2224	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=2224&status=1	WAPCOS SHELADIA JV	ABK Consulting Engineering	Lesotho	Professional Services for Program Management Unit for Phase II	168 725 138,64 LSL	843 625 693,21 LSL	Sub consultant

²³² Lesotho Highlands Development Authority, *Awarded Contracts*, available at <https://www.lhda.org.ls/tenderbulletin/pastTenders.aspx>, last accessed on 27th May 2025.

2224	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=2224&status=1	WAPCOS SHELADIA JV	ASA Group Consultancy (Pty) Ltd	South Africa	Professional Services for Program Management Unit for Phase II	168 725 138,64 LSL	843 625 693,21 LSL	Sub consultant
2224	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=2224&status=1	WAPCOS SHELADIA JV	ECS Associates (Pty) Ltd	South Africa	Professional Services for Program Management Unit for Phase II	168 725 138,64 LSL	843 625 693,21 LSL	Sub consultant
2224	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=2224&status=1	WAPCOS SHELADIA JV	Sheladia Associates, Inc	US	Professional Services for Program Management Unit for Phase II	168 725 138,64 LSL	843 625 693,21 LSL	Partnership
3004	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=3004&status=1	AECOM SA (Pty) Ltd	AECOM Lesotho (Pty) Ltd	Lesotho	Professional Services for the Design and Construction Supervision of the Polihali Western Access Road	24 226 422,35 LSL	72 679 267,05 LSL	Sub consultant
3004	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=3004&status=1	AECOM SA (Pty) Ltd	RWB Consulting Engineers	Lesotho	Professional Services for the Design and Construction Supervision	24 226 422,35 LSL	72 679 267,05 LSL	Sub consultant

	rmation.aspx?ContractNumber=3004&status=1				of the Polihali Western Access Road			
3004	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=3004&status=1	AECOM SA (Pty) Ltd		South Africa	Professional Services for the Design and Construction Supervision of the Polihali Western Access Road	24 226 422,35 LSL	72 679 267,05 LSL	Main business
3005	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=3005&status=1	Khubelu Joint Venture	Bosh Projects (PTY) LTD	Lesotho	Professional Services for the Design and Construction Supervision of Feeder Roads and Bridges	82 153 747,32 LSL	410 768 736,58 LSL	Partnership
3005	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=3005&status=1	Khubelu Joint Venture	KBK Engineers (PTY) LTD	Lesotho	Professional Services for the Design and Construction Supervision of Feeder Roads and Bridges	82 153 747,32 LSL	410 768 736,58 LSL	Partnership
3005	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=3005&status=1	Khubelu Joint Venture	STRUTIE Group (PTY) LTD	Lesotho	Professional Services for the Design and Construction Supervision	82 153 747,32 LSL	410 768 736,58 LSL	Sub consultant

	rmation.aspx?ContractNumber=3005&status=1				of Feeder Roads and Bridges			
3005	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=3005&status=1	Khubelu Joint Venture	Nala Environmental Services (PTY) LTD	South Africa	Professional Services for the Design and Construction Supervision of Feeder Roads and Bridges	82 153 747,32 LSL	410 768 736,58 LSL	Sub consultant
3005	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=3005&status=1	Khubelu Joint Venture	Pemahn Consulting (PTY) Ltd	South Africa	Professional Services for the Design and Construction Supervision of Feeder Roads and Bridges	82 153 747,32 LSL	410 768 736,58 LSL	Sub consultant
3006	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=3006&status=1	Matla a Metsi Joint Venture	TRACTEBEL ENGINEERING SA	Belgium	Professional Services for the Design and Construction Supervision of Polihali Dam and Appurtenant Works	63 414 192,83 LSL	253 656 771,31 LSL	Partnership
3006	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=3006&status=1	Matla a Metsi Joint Venture	LYMA Consulting Engineers	Lesotho	Professional Services for the Design and Construction Supervision	63 414 192,83 LSL	253 656 771,31 LSL	Partnership

	rmation.aspx?ContractNumber=3006&status=1				of Polihali Dam and Appurtenant Works			
3006	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=3006&status=1	Matla a Metsi Joint Venture	GIBB (Pty) Ltd	South Africa	Professional Services for the Design and Construction Supervision of Polihali Dam and Appurtenant Works	63 414 192,83 LSL	253 656 771,31 LSL	Partnership
3006	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=3006&status=1	Matla a Metsi Joint Venture	Mott MacDonald Africa (Pty) Ltd	South Africa	Professional Services for the Design and Construction Supervision of Polihali Dam and Appurtenant Works	63 414 192,83 LSL	253 656 771,31 LSL	Partnership
3007	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=3007&status=1	Metsi a Senqu – Khubelu Consultants	FM Associates (Pty) Ltd	Lesotho	Professional Services for the Design and Construction Supervision of the Polihali Transfer Tunnel	102 264 164,46 LSL	818 113 315,64 LSL	Partnership
3007	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=3007&status=1	Metsi a Senqu – Khubelu Consultants	S5 Construction Consultants (Pty) Ltd	Lesotho	Professional Services for the Design and Construction Supervision	102 264 164,46 LSL	818 113 315,64 LSL	Sub consultant

	rmation.aspx?ContractNumber=3007&status=1				of the Polihali Transfer Tunnel			
3007	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=3007&status=1	Metsi a Senqu – Khubelu Consultants	White Life Consultants (Pty) Ltd	Lesotho	Professional Services for the Design and Construction Supervision of the Polihali Transfer Tunnel	102 264 164,46 LSL	818 113 315,64 LSL	Sub consultant
3007	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=3007&status=1	Metsi a Senqu – Khubelu Consultants	Aurecon South Africa (Pty) Ltd	South Africa	Professional Services for the Design and Construction Supervision of the Polihali Transfer Tunnel	102 264 164,46 LSL	818 113 315,64 LSL	Partnership
3007	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=3007&status=1	Metsi a Senqu – Khubelu Consultants	Hatch Africa (Pty) Ltd	South Africa	Professional Services for the Design and Construction Supervision of the Polihali Transfer Tunnel	102 264 164,46 LSL	818 113 315,64 LSL	Partnership
3007	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=3007&status=1	Metsi a Senqu – Khubelu Consultants	ILISO Consulting (Pty)	South Africa	Professional Services for the Design and Construction Supervision	102 264 164,46 LSL	818 113 315,64 LSL	Sub consultant

	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=3007&status=1		Ltd. T/A NAKO ILISO		of the Polihali Transfer Tunnel			
3007	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=3007&status=1	Metsi a Senqu – Khubelu Consultants	Knight Piésold (Pty) Ltd	South Africa	Professional Services for the Design and Construction Supervision of the Polihali Transfer Tunnel	102 264 164,46 LSL	818 113 315,64 LSL	Partnership
3007	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=3007&status=1	Metsi a Senqu – Khubelu Consultants	SMEC South Africa (Pty) Ltd	South Africa	Professional Services for the Design and Construction Supervision of the Polihali Transfer Tunnel	102 264 164,46 LSL	818 113 315,64 LSL	Partnership
3008	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=3008&status=1	Plantech – SM Joint Venture	SM Consulting Engineers (Pty) Ltd	Lesotho	Professional Services for the Design and Construction Supervision of the Bulk Power Supply and Telecommunications	23 138 458,00 LSL	46 276 916,00 LSL	Partnership
3008	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=3008&status=1	Plantech – SM Joint Venture	Plantech Consulting Engineers cc	South Africa	Professional Services for the Design and Construction Supervision	23 138 458,00 LSL	46 276 916,00 LSL	Partnership

	rmation.aspx?ContractNumber=3008&status=1				of the Bulk Power Supply and Telecommunications			
3009	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=3009&status=1	Polihali Infrastructure Consultants	DYELEC Lesotho (Pty) Ltd	Lesotho	Professional Services for Project Housing and Associated Infrastructure	9 288 591,65 LSL	74 308 733,23 LSL	Sub consultant
3009	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=3009&status=1	Polihali Infrastructure Consultants	Khatleli Tomane Moteane Architects (Pty) Ltd	Lesotho	Professional Services for Project Housing and Associated Infrastructure	9 288 591,65 LSL	74 308 733,23 LSL	Partnership
3009	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=3009&status=1	Polihali Infrastructure Consultants	Molepe Quantity Surveyors (Pty) Ltd	Lesotho	Professional Services for Project Housing and Associated Infrastructure	9 288 591,65 LSL	74 308 733,23 LSL	Sub consultant
3009	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=3009&status=1	Polihali Infrastructure Consultants	Ntsihlele Land Surveyors (Pty) Ltd	Lesotho	Professional Services for Project Housing and Associated Infrastructure	9 288 591,65 LSL	74 308 733,23 LSL	Sub consultant

3009	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=3009&status=1	Polihali Infrastructure Consultants	Mothapo Consulting Engineers (Pty) Ltd	South Africa	Professional Services for Project Housing and Associated Infrastructure	9 288 591,65 LSL	74 308 733,23 LSL	Sub consultant
3009	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=3009&status=1	Polihali Infrastructure Consultants	Mott MacDonald PDNA (Pty) Ltd	South Africa	Professional Services for Project Housing and Associated Infrastructure	9 288 591,65 LSL	74 308 733,23 LSL	Partnership
3009	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=3009&status=1	Polihali Infrastructure Consultants	Shannon Moffett Consulting	South Africa	Professional Services for Project Housing and Associated Infrastructure	9 288 591,65 LSL	74 308 733,23 LSL	Sub consultant
3009	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=3009&status=1	Polihali Infrastructure Consultants	Urban Dynamics (Free State) Inc	South Africa	Professional Services for Project Housing and Associated Infrastructure	9 288 591,65 LSL	74 308 733,23 LSL	Sub consultant
3010	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=3010&status=1	EDF/GIBB/Multiconsult Joint Venture	EDF – Centre d'Ingénierie Hydraulique (Hydro	France	Professional Services for the Phase II Hydropower Feasibility	13 944 606,67 LSL	41 833 820,00 LSL	Partnership

	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=3010&status=1		Engineering Centre)					
3010	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=3010&status=1	EDF/GIBB/Multiconsult Joint Venture	GIBB (Pty) Ltd	South Africa	Professional Services for the Phase II Hydropower Feasibility	13 944 606,67 LSL	41 833 820,00 LSL	Partnership
3010	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=3010&status=1	EDF/GIBB/Multiconsult Joint Venture	Multiconsult UK Ltd	UK	Professional Services for the Phase II Hydropower Feasibility	13 944 606,67 LSL	41 833 820,00 LSL	Partnership
3012	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=3012&status=1	Morgan Rosso LMJ Joint Venture Partners	Morgan Rosso Group (Pty) Ltd	Lesotho	Professional Services for the Design and Construction Supervision of Ancillary Public Services Facilities	7 887 146,88 LSL	15 774 293,75 LSL	Partnership
3012	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=3012&status=1	Morgan Rosso LMJ Joint Venture Partners	LMJ Engineering Services (Pty) Ltd	South Africa	Professional Services for the Design and Construction Supervision of Ancillary Public Services Facilities	7 887 146,88 LSL	15 774 293,75 LSL	Partnership

3013	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=3013&status=1	Southern Mapping Geospatial (Pty) Ltd		South Africa	A Lidar Survey and Aerial Photography of the Mohale and Katse Reservoir Areas, Powerline Corridor and the Polihali Dam Inundation	1 572 310,00 LSL	1 572 310,00 LSL	Alone
3014	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=3014&status=1	SMEC-FMA JV	FM Associates (Pty) Ltd	Lesotho	Professional Services for the Polihali North East Access Road	8 068 000,00 LSL	16 136 000,00 LSL	Partnership
3014	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=3014&status=1	SMEC-FMA JV	SMEC South Africa (Pty) Ltd	South Africa	Professional Services for the Polihali North East Access Road	8 068 000,00 LSL	16 136 000,00 LSL	Partnership
3015	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=3015&status=1	Jeffares & Green (Pty) Ltd	GWC Consulting Engineers (Pty) Ltd	Lesotho	Evaluation, Optimisation and Site Supervision of Geotechnical Investigations for the Polihali Dam and Polihali-Katse Transfer Tunnel	7 972 575,00 LSL	15 945 150,00 LSL	Sub consultant

3015	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=3015&status=1	Jeffares & Green (Pty) Ltd		South Africa	Evaluation, Optimisation and Site Supervision of Geotechnical Investigations for the Polihali Dam and Polihali-Katse Transfer Tunnel	7 972 575,00 LSL	15 945 150,00 LSL	Main business
3017	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=3017&status=1	Maleka Ntšihlele Putsoa Joint Venture	CET Surveys (Pty) Ltd	Lesotho	Professional Services for Demarcation of Polihali Reservoir	2 650 033,33 LSL	7 950 100,00 LSL	Sub consultant
3017	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=3017&status=1	Maleka Ntšihlele Putsoa Joint Venture	Ntšihlele Land Surveyors (Pty) Ltd	Lesotho	Professional Services for Demarcation of Polihali Reservoir	2 650 033,33 LSL	7 950 100,00 LSL	Partnership
3017	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=3017&status=1	Maleka Ntšihlele Putsoa Joint Venture	Survey and Digital Mapping	Lesotho	Professional Services for Demarcation of Polihali Reservoir	2 650 033,33 LSL	7 950 100,00 LSL	Partnership

3020	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=3020&status=1	The Aurecon Consortium	Aurecon Lesotho (Pty) Ltd.	Lesotho	Professional Services for the Design and Construction Supervision of the Polihali Major Bridges	30 973 201,50 LSL	123 892 809,00 LSL	Partnership
3020	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=3020&status=1	The Aurecon Consortium	White Life Consultants (Pty) Ltd	Lesotho	Professional Services for the Design and Construction Supervision of the Polihali Major Bridges	30 973 201,50 LSL	123 892 809,00 LSL	Sub consultant
3020	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=3020&status=1	The Aurecon Consortium	Aurecon South Africa (Pty) Ltd.	South Africa	Professional Services for the Design and Construction Supervision of the Polihali Major Bridges	30 973 201,50 LSL	123 892 809,00 LSL	Partnership
3020	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=3020&status=1	The Aurecon Consortium	Lepologo Specialist Engineers CC	South Africa	Professional Services for the Design and Construction Supervision of the Polihali Major Bridges	30 973 201,50 LSL	123 892 809,00 LSL	Sub consultant

3022	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=3022&status=1	Metsi a Senqu-Khubelu Consultants Joint Venture	FM Associates (Pty) Ltd	Lesotho	Professional Services for the Design and Construction Supervision of the Polihali Diversion Tunnels	11 780 079,51 LSL	82 460 556,56 LSL	Partnership
3022	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=3022&status=1	Metsi a Senqu-Khubelu Consultants Joint Venture	S5 Construction Consultants	Lesotho	Professional Services for the Design and Construction Supervision of the Polihali Diversion Tunnels	11 780 079,51 LSL	82 460 556,56 LSL	Sub consultant
3022	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=3022&status=1	Metsi a Senqu-Khubelu Consultants Joint Venture	White Life Consultants (Pty) Ltd	Lesotho	Professional Services for the Design and Construction Supervision of the Polihali Diversion Tunnels	11 780 079,51 LSL	82 460 556,56 LSL	Sub consultant
3022	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=3022&status=1	Metsi a Senqu-Khubelu Consultants Joint Venture	Aureon South Africa (Pty) Ltd	South Africa	Professional Services for the Design and Construction Supervision of the Polihali Diversion Tunnels	11 780 079,51 LSL	82 460 556,56 LSL	Partnership

3022	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=3022&status=1	Metsi a Senqu-Khubelu Consultants Joint Venture	HATCH GOBA (Pty) Ltd	South Africa	Professional Services for the Design and Construction Supervision of the Polihali Diversion Tunnels	11 780 079,51 LSL	82 460 556,56 LSL	Partnership
3022	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=3022&status=1	Metsi a Senqu-Khubelu Consultants Joint Venture	Knight Piésold (Pty) Ltd	South Africa	Professional Services for the Design and Construction Supervision of the Polihali Diversion Tunnels	11 780 079,51 LSL	82 460 556,56 LSL	Partnership
3022	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=3022&status=1	Metsi a Senqu-Khubelu Consultants Joint Venture	SMEC South Africa (Pty) Ltd	South Africa	Professional Services for the Design and Construction Supervision of the Polihali Diversion Tunnels	11 780 079,51 LSL	82 460 556,56 LSL	Partnership
3024	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=3024&status=1	ARTELIA, SMEC International, SMEC, South Africa and GWC Consulting	SMEC International (Pty) Limited	Australia	Professional Services for the Design and Construction Supervision of the Oxbow Hydropower Scheme	43 267 572,38 LSL	259 605 434,25 LSL	Partnership

		Engineers Joint Venture						
3024	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=3024&status=1	ARTELIA, SMEC International, SMEC, South Africa and GWC Consulting Engineers Joint Venture	ARTELIA	France	Professional Services for the Design and Construction Supervision of the Oxbow Hydropower Scheme	43 267 572,38 LSL	259 605 434,25 LSL	Partnership
3024	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=3024&status=1	ARTELIA, SMEC International, SMEC, South Africa and GWC Consulting Engineers Joint Venture	Seister Seismic Engineering Solutions	France	Professional Services for the Design and Construction Supervision of the Oxbow Hydropower Scheme	43 267 572,38 LSL	259 605 434,25 LSL	Sub consultant

3024	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=3024&status=1	ARTELIA, SMEC International, SMEC, South Africa and GWC Consulting Engineers Joint Venture	GWC Consulting Engineers (Pty) Ltd	Lesotho	Professional Services for the Design and Construction Supervision of the Oxbow Hydropower Scheme	43 267 572,38 LSL	259 605 434,25 LSL	Partnership
3024	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=3024&status=1	ARTELIA, SMEC International, SMEC, South Africa and GWC Consulting Engineers Joint Venture	AAM Geomatics (Pty) LTD, A Woolpert Africa	South Africa	Professional Services for the Design and Construction Supervision of the Oxbow Hydropower Scheme	43 267 572,38 LSL	259 605 434,25 LSL	Sub consultant
3024	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=3024&status=1	ARTELIA, SMEC International, SMEC, South Africa and	SMEC South Africa (Pty) Ltd	South Africa	Professional Services for the Design and Construction Supervision of the Oxbow Hydropower Scheme	43 267 572,38 LSL	259 605 434,25 LSL	Partnership

		GWC Consulting Engineers Joint Venture						
4012	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=4012&status=1	Sinohydro SA/Nthane Brothers Joint Venture	Nthane Brothers (Pty) Ltd	Lesotho	Construction of the Polihali North East Access Road (PNEAR)	116 087 357,10 LSL	232 174 714,19 LSL	Partnership
4012	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=4012&status=1	Sinohydro SA/Nthane Brothers Joint Venture	Sinohydro SA (Pty) Ltd	South Africa	Construction of the Polihali North East Access Road (PNEAR)	116 087 357,10 LSL	232 174 714,19 LSL	Partnership
4016	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=4016&status=1	Diabor (Pty) Ltd		South Africa	Geotechnical Investigation Works for the Polihali Dam and Polihali-Katse Transfer Tunnel	42 719 213,00 LSL	42 719 213,00 LSL	Alone
4020	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=4020&status=1	SUN Joint Venture	Kunming Engineering Co., Ltd	China	Construction of Polihali Dam and Appurtenant Works	960 284 176,53 LSL	7 682 273 412,25 LSL	Sub contractor

4020	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=4020&status=1	SUN Joint Venture	Sinohydro Bureau 14 Co., Ltd.	China	Construction of Polihali Dam and Appurtenant Works	960 284 176,53 LSL	7 682 273 412,25 LSL	Partnership
4020	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=4020&status=1	SUN Joint Venture	Sinohydro Bureau 8 Co., Ltd.	China	Construction of Polihali Dam and Appurtenant Works	960 284 176,53 LSL	7 682 273 412,25 LSL	Partnership
4020	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=4020&status=1	SUN Joint Venture	NTHANE BROTHERS (Pty) Ltd	Lesotho	Construction of Polihali Dam and Appurtenant Works	960 284 176,53 LSL	7 682 273 412,25 LSL	Partnership
4020	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=4020&status=1	SUN Joint Venture	SIGMA Construction (Pty) Ltd	Lesotho	Construction of Polihali Dam and Appurtenant Works	960 284 176,53 LSL	7 682 273 412,25 LSL	Sub contractor
4020	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=4020&status=1	SUN Joint Venture	MECSA Construction	South Africa	Construction of Polihali Dam and Appurtenant Works	960 284 176,53 LSL	7 682 273 412,25 LSL	Sub contractor

	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=4020&status=1							
4020	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=4020&status=1	SUN Joint Venture	Melki Civils and Plant Hire	South Africa	Construction of Polihali Dam and Appurtenant Works	960 284 176,53 LSL	7 682 273 412,25 LSL	Sub contractor
4020	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=4020&status=1	SUN Joint Venture	UNIK CIVIL ENGINEERING (Pty) Ltd	South Africa	Construction of Polihali Dam and Appurtenant Works	960 284 176,53 LSL	7 682 273 412,25 LSL	Partnership
4021	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=4021&status=1	KOPANO KE MATLA Joint Venture	Sinohydro Bureau 3 Co., Ltd	China	Construction of Polihali Transfer Tunnel	1 150 328 000,88 LSL	9 202 624 007,05 LSL	Partnership
4021	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=4021&status=1	KOPANO KE MATLA Joint Venture	Sinohydro Bureau 6 Co., Ltd	China	Construction of Polihali Transfer Tunnel	1 150 328 000,88 LSL	9 202 624 007,05 LSL	Sub contractor

4021	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=4021&status=1	KOPANO KE MATLA Joint Venture	Yellow River Co., Ltd	China	Construction of Polihali Transfer Tunnel	1 150 328 000,88 LSL	9 202 624 007,05 LSL	Partnership
4021	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=4021&status=1	KOPANO KE MATLA Joint Venture	Nthane Brothers (Pty) Ltd	Lesotho	Construction of Polihali Transfer Tunnel	1 150 328 000,88 LSL	9 202 624 007,05 LSL	Sub contractor
4021	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=4021&status=1	KOPANO KE MATLA Joint Venture	Esor Construction (Pty) Ltd	South Africa	Construction of Polihali Transfer Tunnel	1 150 328 000,88 LSL	9 202 624 007,05 LSL	Sub contractor
4021	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=4021&status=1	KOPANO KE MATLA Joint Venture	Mecsa Construction (Pty) Ltd	South Africa	Construction of Polihali Transfer Tunnel	1 150 328 000,88 LSL	9 202 624 007,05 LSL	Sub contractor
4021	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=4021&status=1	KOPANO KE MATLA Joint Venture	UNIK Civil Engineering (Pty) Ltd	South Africa	Construction of Polihali Transfer Tunnel	1 150 328 000,88 LSL	9 202 624 007,05 LSL	Partnership

	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=4021&status=1							
4021	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=4021&status=1	KOPANO KE MATLA Joint Venture	Fugro Middle East	UAE	Construction of Polihali Transfer Tunnel	1 150 328 000,88 LSL	9 202 624 007,05 LSL	Sub contractor
4022	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=4022&status=1	SCLC Polihali Diversion Tunnel Joint Venture	Cooperativa Muratori Cementistri CMC di Ravenna	Italy	Construction of Polihali Diversion Tunnels	129 270 462,24 LSL	517 081 848,97 LSL	Partnership
4022	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=4022&status=1	SCLC Polihali Diversion Tunnel Joint Venture	LSP Construction Ltd	Lesotho	Construction of Polihali Diversion Tunnels	129 270 462,24 LSL	517 081 848,97 LSL	Partnership
4022	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=4022&status=1	SCLC Polihali Diversion Tunnel Joint Venture	CMI Infrastructure Ltd	South Africa	Construction of Polihali Diversion Tunnels	129 270 462,24 LSL	517 081 848,97 LSL	Partnership

4022	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=4022&status=1	SCLC Polihali Diversion Tunnel Joint Venture	Salini Impregilo S.p.A.	South Africa	Construction of Polihali Diversion Tunnels	129 270 462,24 LSL	517 081 848,97 LSL	Partnership
4023	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=4023&status=1	Senqu - Hiway Joint Venture	Electromech Engineering Solutions (Pty) Ltd	Lesotho	Design, Supply and Installation of Temporary Offices and Accommodation Units	4 233 603,67 LSL	12 700 811,00 LSL	Sub contractor
4023	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=4023&status=1	Senqu - Hiway Joint Venture	Senqu Construction Services (Pty) Ltd	Lesotho	Design, Supply and Installation of Temporary Offices and Accommodation Units	4 233 603,67 LSL	12 700 811,00 LSL	Partnership
4023	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=4023&status=1	Senqu - Hiway Joint Venture	HiWay Parkhome and Container Services (Pty) Ltd	South Africa	Design, Supply and Installation of Temporary Offices and Accommodation Units	4 233 603,67 LSL	12 700 811,00 LSL	Partnership

4026	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=4026&status=1	HSP Joint Venture	Structuretone Construction (Pty) Ltd.	Lesotho	Rehabilitation of Northern Access Road Between Pitseng and Katse Village	94 771 166,67 LSL	284 313 500,00 LSL	Partnership
4026	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=4026&status=1	HSP Joint Venture	Hillary Construction (Pty) Ltd.	South Africa	Rehabilitation of Northern Access Road Between Pitseng and Katse Village	94 771 166,67 LSL	284 313 500,00 LSL	Partnership
4026	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=4026&status=1	HSP Joint Venture	Polokwane Surfacing (Pty) Ltd.	South Africa	Rehabilitation of Northern Access Road Between Pitseng and Katse Village	94 771 166,67 LSL	284 313 500,00 LSL	Partnership
5510	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=5510&status=1	Empilweni Management Solutions and The Workplace Solutions Joint Venture	The Workplace Solutions (Pty) Ltd.	Lesotho	Professional Services for Establishment and Management of a Project Labour Recruitment Desk	11 115 868,20 LSL	22 231 736,40 LSL	Partnership

5510	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=5510&status=1	Empilweni Management Solutions and The Workplace Solutions Joint Venture	Empilweni Management Solutions cc	South Africa	Professional Services for Establishment and Management of a Project Labour Recruitment Desk	11 115 868,20 LSL	22 231 736,40 LSL	Partnership
6004	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=6004&status=1	Environmental Resources Management Southern Africa (Pty) Ltd	Morija Museum and Archives	Lesotho	Professional Services for the Environmental and Social Impact Assessment (ESIA) for the Polihali Western Access Corridor	610 989,23 LSL	4 887 913,85 LSL	Sub consultant
6004	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=6004&status=1	Environmental Resources Management Southern Africa (Pty) Ltd	Sechaba Consultants (Pty) Ltd	Lesotho	Professional Services for the Environmental and Social Impact Assessment (ESIA) for the Polihali Western Access Corridor	610 989,23 LSL	4 887 913,85 LSL	Sub consultant
6004	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=6004&status=1	Environmental Resources Management	AVISENSE Consulting cc	South Africa	Professional Services for the Environmental and Social Impact Assessment	610 989,23 LSL	4 887 913,85 LSL	Sub consultant

	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=6004&status=1	Southern Africa (Pty) Ltd			(ESIA) for the Polihali Western Access Corridor			
6004	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=6004&status=1	Environmental Resources Management Southern Africa (Pty) Ltd	Geocline Consulting CC	South Africa	Professional Services for the Environmental and Social Impact Assessment (ESIA) for the Polihali Western Access Corridor	610 989,23 LSL	4 887 913,85 LSL	Sub consultant
6004	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=6004&status=1	Environmental Resources Management Southern Africa (Pty) Ltd	Hugo Pinto Archaeological Services	South Africa	Professional Services for the Environmental and Social Impact Assessment (ESIA) for the Polihali Western Access Corridor	610 989,23 LSL	4 887 913,85 LSL	Sub consultant
6004	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=6004&status=1	Environmental Resources Management Southern Africa (Pty) Ltd	Visual Resources Management	South Africa	Professional Services for the Environmental and Social Impact Assessment (ESIA) for the Polihali Western Access Corridor	610 989,23 LSL	4 887 913,85 LSL	Sub consultant

6004	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=6004&status=1	Environmental Resources Management Southern Africa (Pty) Ltd	Wetland Consulting Services (Pty) Ltd	South Africa	Professional Services for the Environmental and Social Impact Assessment (ESIA) for the Polihali Western Access Corridor	610 989,23 LSL	4 887 913,85 LSL	Sub consultant
6004	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=6004&status=1	Environmental Resources Management Southern Africa (Pty) Ltd		South Africa	Professional Services for the Environmental and Social Impact Assessment (ESIA) for the Polihali Western Access Corridor	610 989,23 LSL	4 887 913,85 LSL	Main business
6006	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=6006&status=1	Makhetha Development Consultants (Pty) Ltd	Advocate Thato Kao	Lesotho	Professional Services for Resettlement Planning and Implementation: Polihali Western Access Corridor	4 287 002,93 LSL	30 009 020,50 LSL	Sub consultant
6006	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=6006&status=1	Makhetha Development Consultants (Pty) Ltd	Motheo Holdings (Pty) Ltd	Lesotho	Professional Services for Resettlement Planning and Implementation: Polihali Western Access Corridor	4 287 002,93 LSL	30 009 020,50 LSL	Sub consultant

6006	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=6006&status=1	Makhetha Development Consultants (Pty) Ltd	Puisano HIV/AIDS Training & Support Services (Pty) Ltd	Lesotho	Professional Services for Resettlement Planning and Implementation: Polihali Western Access Corridor	4 287 002,93 LSL	30 009 020,50 LSL	Sub consultant
6006	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=6006&status=1	Makhetha Development Consultants (Pty) Ltd	Senqu Engineering and Development Consultants (Pty) Ltd	Lesotho	Professional Services for Resettlement Planning and Implementation: Polihali Western Access Corridor	4 287 002,93 LSL	30 009 020,50 LSL	Sub consultant
6006	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=6006&status=1	Makhetha Development Consultants (Pty) Ltd	Survey and Digital Mapping (Pty) Ltd	Lesotho	Professional Services for Resettlement Planning and Implementation: Polihali Western Access Corridor	4 287 002,93 LSL	30 009 020,50 LSL	Sub consultant
6006	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=6006&status=1	Makhetha Development Consultants (Pty) Ltd	Setplan (Pty) Ltd	South Africa	Professional Services for Resettlement Planning and Implementation: Polihali Western Access Corridor	4 287 002,93 LSL	30 009 020,50 LSL	Sub consultant

6006	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=6006&status=1	Makhetha Development Consultants (Pty) Ltd		South Africa	Professional Services for Resettlement Planning and Implementation: Polihali Western Access Corridor	4 287 002,93 LSL	30 009 020,50 LSL	Main business
6010	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=6010&status=1	Rori Management Consultancy (Pty) Ltd		Lesotho	Professional Services for the Development of a Phase II Safety Health Environment and Quality Management (SHEQ) Framework	660 100,00 LSL	660 100,00 LSL	Alone
6014	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=6014&status=1	Environmental Resource Management Southern Africa (Pty) Ltd	Morija Museum and Archives	Lesotho	Professional Services for the Environmental and Social Impact Assessment (ESIA) for Polihali Reservoir and Associated Infrastructure	1 089 803,13 LSL	8 718 425,00 LSL	Sub consultant
6014	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=6014&status=1	Environmental Resource Management Southern	Sechaba Consultants	Lesotho	Professional Services for the Environmental and Social Impact Assessment (ESIA) for Polihali	1 089 803,13 LSL	8 718 425,00 LSL	Sub consultant

		Africa (Pty) Ltd			Reservoir and Associated Infrastructure			
6014	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=6014&status=1	Environmental Resource Management Southern Africa (Pty) Ltd	Avisense Consulting	South Africa	Professional Services for the Environmental and Social Impact Assessment (ESIA) for Polihali Reservoir and Associated Infrastructure	1 089 803,13 LSL	8 718 425,00 LSL	Sub consultant
6014	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=6014&status=1	Environmental Resource Management Southern Africa (Pty) Ltd	Geocline Consulting cc	South Africa	Professional Services for the Environmental and Social Impact Assessment (ESIA) for Polihali Reservoir and Associated Infrastructure	1 089 803,13 LSL	8 718 425,00 LSL	Sub consultant
6014	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=6014&status=1	Environmental Resource Management Southern Africa (Pty) Ltd	Hugo Pinto Archaeological Services	South Africa	Professional Services for the Environmental and Social Impact Assessment (ESIA) for Polihali Reservoir and Associated Infrastructure	1 089 803,13 LSL	8 718 425,00 LSL	Sub consultant

6014	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=6014&status=1	Environmental Resource Management Southern Africa (Pty) Ltd	Nepid Consultants cc	South Africa	Professional Services for the Environmental and Social Impact Assessment (ESIA) for Polihali Reservoir and Associated Infrastructure	1 089 803,13 LSL	8 718 425,00 LSL	Sub consultant
6014	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=6014&status=1	Environmental Resource Management Southern Africa (Pty) Ltd	Wetland Consulting Service (Pty) Ltd	South Africa	Professional Services for the Environmental and Social Impact Assessment (ESIA) for Polihali Reservoir and Associated Infrastructure	1 089 803,13 LSL	8 718 425,00 LSL	Sub consultant
6014	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=6014&status=1	Environmental Resource Management Southern Africa (Pty) Ltd		South Africa	Professional Services for the Environmental and Social Impact Assessment (ESIA) for Polihali Reservoir and Associated Infrastructure	1 089 803,13 LSL	8 718 425,00 LSL	Main business
6015	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=6015&status=1	LIMA Rural Development -	Frank Snijder t/a Thaha	South Africa	Professional Services for Resettlement Planning and Implementation: Polihali	35 712 800,50 LSL	71 425 601,00 LSL	Partnership

	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=6015&status=1	Thaha Joint Venture	Projects Foundation	South Africa	Site Establishment and Reservoir Area			
6015	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=6015&status=1	LIMA Rural Development - Thaha Joint Venture	LIMA Rural Development Foundation		Professional Services for Resettlement Planning and Implementation: Polihali Site Establishment and Reservoir Area	35 712 800,50 LSL	71 425 601,00 LSL	Partnership
6019	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=6019&status=1	Zutari Lesotho (Pty) Ltd.	Dr. Lerato Seleteng – Kose	Lesotho	Professional Services for the Master Plan of the Feeder Roads and Bridges	2 238 509,67 LSL	13 431 058,00 LSL	Sub consultant
6019	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=6019&status=1	Zutari Lesotho (Pty) Ltd.	Morija Museum and Archives		Professional Services for the Master Plan of the Feeder Roads and Bridges	2 238 509,67 LSL	13 431 058,00 LSL	Sub consultant
6019	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=6019&status=1	Zutari Lesotho (Pty) Ltd.	Sechaba Consultants (Pty) Ltd.		Professional Services for the Master Plan of the Feeder Roads and Bridges	2 238 509,67 LSL	13 431 058,00 LSL	Sub consultant

6019	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=6019&status=1	Zutari Lesotho (Pty) Ltd.		Lesotho	Professional Services for the Master Plan of the Feeder Roads and Bridges	2 238 509,67 LSL	13 431 058,00 LSL	Main business
6019	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=6019&status=1	Zutari Lesotho (Pty) Ltd.	Leporogo Specialist Engineers CC	South Africa	Professional Services for the Master Plan of the Feeder Roads and Bridges	2 238 509,67 LSL	13 431 058,00 LSL	Sub consultant
6019	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=6019&status=1	Zutari Lesotho (Pty) Ltd.	ROMH Consulting	South Africa	Professional Services for the Master Plan of the Feeder Roads and Bridges	2 238 509,67 LSL	13 431 058,00 LSL	Sub consultant
6023	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=6023&status=1	GA Environment (Pty) Ltd		South Africa	Professional Services for the Safety, Health, Environment and Quality (SHEQ) Management Audits for Phase II Advance Infrastructure	10 574 825,00 LSL	10 574 825,00 LSL	Alone

6025	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=6025&status=1	PGS Heritage (Pty) Ltd		South Africa	Professional Services for the Development and Implementation of a Cultural Heritage Plan	33 897 799,00 LSL	33 897 799,00 LSL	Alone
6032	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=6032&status=1	Bigen Africa Services (Pty) Ltd.	Cowater Sogema International Inc.	Canada	Professional Services for the Preparation of a Social Development Master Plan for the LHWP Phase II	5 555 352,33 LSL	16 666 057,00 LSL	Sub consultant
6032	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=6032&status=1	Bigen Africa Services (Pty) Ltd.	Inspire Innovation Business Consultants (Pty) Ltd.	Lesotho	Professional Services for the Preparation of a Social Development Master Plan for the LHWP Phase II	5 555 352,33 LSL	16 666 057,00 LSL	Sub consultant
6032	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=6032&status=1	Bigen Africa Services (Pty) Ltd.		South Africa	Professional Services for the Preparation of a Social Development Master Plan for the LHWP Phase II	5 555 352,33 LSL	16 666 057,00 LSL	Main business

6038	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=6038&status=1	ELC, Greenway and Green Gold Joint Venture	ELC Electroconsult S.p.A.	Italy	Professionals Services for the Environmental and Social Impact Assessment (ESIA) of the Oxbow Hydropower Scheme	4 170 739,00 LSL	12 512 217,00 LSL	Partnership
6038	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=6038&status=1	ELC, Greenway and Green Gold Joint Venture	Greenway Consultancy (Pty) Ltd	Lesotho	Professionals Services for the Environmental and Social Impact Assessment (ESIA) of the Oxbow Hydropower Scheme	4 170 739,00 LSL	12 512 217,00 LSL	Partnership
6038	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=6038&status=1	ELC, Greenway and Green Gold Joint Venture	Green Gold Group (Pty) Ltd	South Africa	Professionals Services for the Environmental and Social Impact Assessment (ESIA) of the Oxbow Hydropower Scheme	4 170 739,00 LSL	12 512 217,00 LSL	Partnership
9004	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=9004&status=1	Aon Lesotho (Pty) Ltd		Lesotho	Brokerage Services for Principal Controlled Insurance	5 521 100,00 LSL	5 521 100,00 LSL	Alone

4005 A	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=4005A&status=1	Mkhulu Electro Distribution Projects (Pty) Ltd	Engkon Construction SA (Pty) Ltd	Lesotho	Construction of 132kV Transmission Line from Matsoku to Polihali and Upgrade of the Existing Line from Maputsoe to Matsoku	49 379 866,28 LSL	493 798 662,84 LSL	Sub contractor
4005 A	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=4005A&status=1	Mkhulu Electro Distribution Projects (Pty) Ltd	Gondwana (Pty) Ltd	Lesotho	Construction of 132kV Transmission Line from Matsoku to Polihali and Upgrade of the Existing Line from Maputsoe to Matsoku	49 379 866,28 LSL	493 798 662,84 LSL	Sub contractor
4005 A	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=4005A&status=1	Mkhulu Electro Distribution Projects (Pty) Ltd	H-S Construction Company (Pty) Ltd	Lesotho	Construction of 132kV Transmission Line from Matsoku to Polihali and Upgrade of the Existing Line from Maputsoe to Matsoku	49 379 866,28 LSL	493 798 662,84 LSL	Sub contractor
4005 A	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=4005A&status=1	Mkhulu Electro Distribution	Chopper Worx (Pty) Ltd	South Africa	Construction of 132kV Transmission Line from Matsoku to Polihali and Upgrade of the Existing	49 379 866,28 LSL	493 798 662,84 LSL	Sub contractor

	rmation.aspx?ContractNumber=4005A&status=1	Projects (Pty) Ltd			Line from Maputsoe to Matsoku			
4005 A	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=4005A&status=1	Mkhulu Electro Distribution Projects (Pty) Ltd	Gen Overhead Lines (Pty) Ltd	South Africa	Construction of 132kV Transmission Line from Matsoku to Polihali and Upgrade of the Existing Line from Maputsoe to Matsoku	49 379 866,28 LSL	493 798 662,84 LSL	Sub contractor
4005 A	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=4005A&status=1	Mkhulu Electro Distribution Projects (Pty) Ltd	Impandze Warada (Pty) Ltd	South Africa	Construction of 132kV Transmission Line from Matsoku to Polihali and Upgrade of the Existing Line from Maputsoe to Matsoku	49 379 866,28 LSL	493 798 662,84 LSL	Sub contractor
4005 A	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=4005A&status=1	Mkhulu Electro Distribution Projects (Pty) Ltd	Lamperini Construction CC	South Africa	Construction of 132kV Transmission Line from Matsoku to Polihali and Upgrade of the Existing Line from Maputsoe to Matsoku	49 379 866,28 LSL	493 798 662,84 LSL	Sub contractor

4005 A	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=4005A&status=1	Mkhulu Electro Distribution Projects (Pty) Ltd	Letacla (Pty) Ltd	South Africa	Construction of 132kV Transmission Line from Matsoku to Polihali and Upgrade of the Existing Line from Maputsoe to Matsoku	49 379 866,28 LSL	493 798 662,84 LSL	Sub contractor
4005 A	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=4005A&status=1	Mkhulu Electro Distribution Projects (Pty) Ltd	Orange Cloud Trading No 12 T/A DBI Electrical	South Africa	Construction of 132kV Transmission Line from Matsoku to Polihali and Upgrade of the Existing Line from Maputsoe to Matsoku	49 379 866,28 LSL	493 798 662,84 LSL	Sub contractor
4005 A	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=4005A&status=1	Mkhulu Electro Distribution Projects (Pty) Ltd		South Africa	Construction of 132kV Transmission Line from Matsoku to Polihali and Upgrade of the Existing Line from Maputsoe to Matsoku	49 379 866,28 LSL	493 798 662,84 LSL	Main business
4005 B	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=4005B&status=1	LSP Construction (Pty) Ltd		Lesotho	Construction of 33kV Line from Tlokoeng to Polihali	8 394 400,19 LSL	41 972 000,96 LSL	Main business

	rmation.aspx?ContractNumber=4005B&status=1				and Relocation of 33kV Line along the A1			
4005 B	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=4005B&status=1	LSP Construction (Pty) Ltd	Dihlase Consulting Engineers (Pty) Ltd	South Africa	Construction of 33kV Line from Tlokoeng to Polihali and Relocation of 33kV Line along the A1	8 394 400,19 LSL	41 972 000,96 LSL	Sub contractor
4005 B	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=4005B&status=1	LSP Construction (Pty) Ltd	Fibre Based Integrations	South Africa	Construction of 33kV Line from Tlokoeng to Polihali and Relocation of 33kV Line along the A1	8 394 400,19 LSL	41 972 000,96 LSL	Sub contractor
4005 B	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=4005B&status=1	LSP Construction (Pty) Ltd	NC Nelson Projects	South Africa	Construction of 33kV Line from Tlokoeng to Polihali and Relocation of 33kV Line along the A1	8 394 400,19 LSL	41 972 000,96 LSL	Sub contractor
4005 B	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=4005B&status=1	LSP Construction (Pty) Ltd	Van den Ende & Associates Consulting Engineers CC	South Africa	Construction of 33kV Line from Tlokoeng to Polihali and Relocation of 33kV Line along the A1	8 394 400,19 LSL	41 972 000,96 LSL	Sub contractor

4005 C	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=4005C&status=1	C.L.M Joint Venture	LSP Construction (Pty) Ltd	Lesotho	Construction of 132/33/11kV Substation at Polihali and Upgrade of existing substation along the A1	116 010 489,21 LSL	348 031 467,63 LSL	Partnership
4005 C	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=4005C&status=1	C.L.M Joint Venture	Consolidated Power Projects	South Africa	Construction of 132/33/11kV Substation at Polihali and Upgrade of existing substation along the A1	116 010 489,21 LSL	348 031 467,63 LSL	Partnership
4005 C	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=4005C&status=1	C.L.M Joint Venture	Mofomo Construction CC	South Africa	Construction of 132/33/11kV Substation at Polihali and Upgrade of existing substation along the A1	116 010 489,21 LSL	348 031 467,63 LSL	Partnership
4005 D	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=4005D&status=1	Econet and CBS Joint Venture	Computer Business Solutions (Pty) Ltd	Lesotho	Installation of Telecommunication Infrastructure for Phase II	33 553 678,36 LSL	67 107 356,71 LSL	Partnership

4005 D	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=4005D&status=1	Econet and CBS Joint Venture	Econet Telecoms Lesotho (Pty) Ltd	Lesotho	Installation of Telecommunication Infrastructure for Phase II	33 553 678,36 LSL	67 107 356,71 LSL	Partnership
4017 A	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=4017A&status=1	HSPY JV	Structuretone Construction (Pty) Ltd	Lesotho	Construction of Polihali Western Access Road - West	106 194 796,50 LSL	424 779 186,00 LSL	Partnership
4017 A	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=4017A&status=1	HSPY JV	Hillary Construction (Pty) Ltd.	South Africa	Construction of Polihali Western Access Road - West	106 194 796,50 LSL	424 779 186,00 LSL	Partnership
4017 A	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=4017A&status=1	HSPY JV	Polokwane Surfacing (Pty) Ltd.	South Africa	Construction of Polihali Western Access Road - West	106 194 796,50 LSL	424 779 186,00 LSL	Partnership
4017 A	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=4017A&status=1	HSPY JV	Ya Rena Civils (Pty) Ltd	South Africa	Construction of Polihali Western Access Road - West	106 194 796,50 LSL	424 779 186,00 LSL	Partnership

	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=4017A&status=1							
4017 B	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=4017B&status=1	Rumdel/AC JV	A&C Holdings (Pty) Ltd	Lesotho	Construction of Polihali Western Access Road - East	287 771 278,68 LSL	575 542 557,36 LSL	Partnership
4017 B	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=4017B&status=1	Rumdel/AC JV	Rumdel Construction (Cape) (Pty) Ltd	South Africa	Construction of Polihali Western Access Road - East	287 771 278,68 LSL	575 542 557,36 LSL	Partnership
4018 A	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=4018A&status=1	WBHO/LSP Joint Venture	LSP Construction (Pty) Ltd	Lesotho	Construction of Advance Infrastructure Civil Works at Polihali and Katse	193 615 846,42 LSL	387 231 692,83 LSL	Partnership
4018 A	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=4018A&status=1	WBHO/LSP Joint Venture	WBHO Construction (Pty) Ltd	South Africa	Construction of Advance Infrastructure Civil Works at Polihali and Katse	193 615 846,42 LSL	387 231 692,83 LSL	Partnership

4018 B	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=4018B&status=1	Polihali Village Joint Venture	LSP Construction (Pty) Ltd	Lesotho	Construction of Polihali Village	226 894 369,38 LSL	453 788 738,76 LSL	Partnership
4018 B	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=4018B&status=1	Polihali Village Joint Venture	WBHO Construction (Pty) Ltd	South Africa	Construction of Polihali Village	226 894 369,38 LSL	453 788 738,76 LSL	Partnership
4018 C	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=4018C&status=1	L&M JV	LSP Construction (Pty) Ltd	Lesotho	Construction of Polihali Operations Centre	48 800 931,19 LSL	97 601 862,37 LSL	Partnership
4018 C	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=4018C&status=1	L&M JV	Mofomo Construction cc	South Africa	Construction of Polihali Operations Centre	48 800 931,19 LSL	97 601 862,37 LSL	Partnership
4018 D	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=4018D&status=1	Unik Construction Engineering	Afro-Asia Engineering (Pty) Ltd	Lesotho	Construction of Polihali Commercial Centre	2 828 680,51 LSL	11 314 722,04 LSL	Sub contractor

	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=4018D&status=1	Lesotho (Pty) Ltd						
4018 D	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=4018D&status=1	Unik Construction Engineering Lesotho (Pty) Ltd	Ambition Construction (Pty) Ltd	Lesotho	Construction of Polihali Commercial Centre	2 828 680,51 LSL	11 314 722,04 LSL	Sub contractor
4018 D	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=4018D&status=1	Unik Construction Engineering Lesotho (Pty) Ltd	B&G Electrical & Construction (Pty) Ltd	Lesotho	Construction of Polihali Commercial Centre	2 828 680,51 LSL	11 314 722,04 LSL	Sub contractor
4018 D	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=4018D&status=1	Unik Construction Engineering Lesotho (Pty) Ltd		Lesotho	Construction of Polihali Commercial Centre	2 828 680,51 LSL	11 314 722,04 LSL	Main business
4018 E	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=4018D&status=1	Unik Construction Engineering		Lesotho	Construction of Katse Village Upgrade	131 490 405,44 LSL	131 490 405,44 LSL	Alone

	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=4018E&status=1	Lesotho (Pty) Ltd						
4019 A	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=4019A&status=1	WRES Senqu River Bridge Joint Venture	Gleitbau-Gesellschaft	Austria	Construction of Major Bridges – Senqu	296 379 601,50 LSL	2 371 036 812,00 LSL	Sub contractor
4019 A	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=4019A&status=1	WRES Senqu River Bridge Joint Venture	Freyssinet International et Cie	France	Construction of Major Bridges – Senqu	296 379 601,50 LSL	2 371 036 812,00 LSL	Sub contractor
4019 A	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=4019A&status=1	WRES Senqu River Bridge Joint Venture	Webuild S.p.A.	Italy	Construction of Major Bridges – Senqu	296 379 601,50 LSL	2 371 036 812,00 LSL	Partnership
4019 A	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=4019A&status=1	WRES Senqu River Bridge Joint Venture	EXR Construction (Pty) Ltd	Lesotho	Construction of Major Bridges – Senqu	296 379 601,50 LSL	2 371 036 812,00 LSL	Sub contractor

4019 A	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=4019A&status=1	WRES Senqu River Bridge Joint Venture	Sigma Construction (Pty) Ltd	Lesotho	Construction of Major Bridges – Senqu	296 379 601,50 LSL	2 371 036 812,00 LSL	Partnership
4019 A	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=4019A&status=1	WRES Senqu River Bridge Joint Venture	Enza Construction (Pty) Ltd	South Africa	Construction of Major Bridges – Senqu	296 379 601,50 LSL	2 371 036 812,00 LSL	Partnership
4019 A	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=4019A&status=1	WRES Senqu River Bridge Joint Venture	Post Tensioning and Structural Solutions (Pty) Ltd	South Africa	Construction of Major Bridges – Senqu	296 379 601,50 LSL	2 371 036 812,00 LSL	Sub contractor
4019 A	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=4019A&status=1	WRES Senqu River Bridge Joint Venture	Raubex Construction (Pty) Ltd	South Africa	Construction of Major Bridges – Senqu	296 379 601,50 LSL	2 371 036 812,00 LSL	Partnership
4021 E	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=4021E&status=1	The Geogroup Joint Venture	Geomech Africa (Pty) Ltd.	South Africa	Geotechnical Investigation Drilling for Polihali Transfer Tunnel	5 053 016,63 LSL	10 106 033,25 LSL	Partnership

	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=4021E&status=1							
4021 E	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=4021E&status=1	The Geogroup Joint Venture	Geomechanics (Pty) Ltd.	South Africa	Geotechnical Investigation Drilling for Polihali Transfer Tunnel	5 053 016,63 LSL	10 106 033,25 LSL	Partnership
6015 A	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=6015A&status=1	Sixty 15 Joint Venture	AfroAsia Engineering (Pty) Ltd	Lesotho	Construction of Resettlement Villages and Replacement Housing in the Polihali Site Establishment Area	16 947 463,08 LSL	372 844 187,66 LSL	Partnership
6015 A	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=6015A&status=1	Sixty 15 Joint Venture	Dyno Holdings	Lesotho	Construction of Resettlement Villages and Replacement Housing in the Polihali Site Establishment Area	16 947 463,08 LSL	372 844 187,66 LSL	Sub contractor
6015 A	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=6015A&status=1	Sixty 15 Joint Venture	Forex Ink Printing	Lesotho	Construction of Resettlement Villages and Replacement Housing in	16 947 463,08 LSL	372 844 187,66 LSL	Sub contractor

					the Polihali Site Establishment Area			
6015 A	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=6015A&status=1	Sixty 15 Joint Venture	Geo Construction (Pty) Ltd	Lesotho	Construction of Resettlement Villages and Replacement Housing in the Polihali Site Establishment Area	16 947 463,08 LSL	372 844 187,66 LSL	Partnership
6015 A	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=6015A&status=1	Sixty 15 Joint Venture	KC Construction (Mokhotlong)	Lesotho	Construction of Resettlement Villages and Replacement Housing in the Polihali Site Establishment Area	16 947 463,08 LSL	372 844 187,66 LSL	Sub contractor
6015 A	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=6015A&status=1	Sixty 15 Joint Venture	KQS Construction	Lesotho	Construction of Resettlement Villages and Replacement Housing in the Polihali Site Establishment Area	16 947 463,08 LSL	372 844 187,66 LSL	Sub contractor
6015 A	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=6015A&status=1	Sixty 15 Joint Venture	LENMOT Construction (Mokhotlong)	Lesotho	Construction of Resettlement Villages and Replacement Housing in	16 947 463,08 LSL	372 844 187,66 LSL	Sub contractor

	rmation.aspx?ContractNumber=6015A&status=1				the Polihali Site Establishment Area			
6015 A	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=6015A&status=1	Sixty 15 Joint Venture	Litaleng Construction	Lesotho	Construction of Resettlement Villages and Replacement Housing in the Polihali Site Establishment Area	16 947 463,08 LSL	372 844 187,66 LSL	Sub contractor
6015 A	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=6015A&status=1	Sixty 15 Joint Venture	Mehloli ea Lintle	Lesotho	Construction of Resettlement Villages and Replacement Housing in the Polihali Site Establishment Area	16 947 463,08 LSL	372 844 187,66 LSL	Sub contractor
6015 A	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=6015A&status=1	Sixty 15 Joint Venture	Motjetjeba Investments t/a Eagle Constructions (Pty) Ltd	Lesotho	Construction of Resettlement Villages and Replacement Housing in the Polihali Site Establishment Area	16 947 463,08 LSL	372 844 187,66 LSL	Partnership
6015 A	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=6015A&status=1	Sixty 15 Joint Venture	Ntja Mokoatle Trading	Lesotho	Construction of Resettlement Villages and Replacement Housing in	16 947 463,08 LSL	372 844 187,66 LSL	Sub contractor

	rmation.aspx?ContractNumber=6015A&status=1				the Polihali Site Establishment Area			
6015 A	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=6015A&status=1	Sixty 15 Joint Venture	Nyakane Construction	Lesotho	Construction of Resettlement Villages and Replacement Housing in the Polihali Site Establishment Area	16 947 463,08 LSL	372 844 187,66 LSL	Sub contractor
6015 A	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=6015A&status=1	Sixty 15 Joint Venture	SAS Construction & Civils (Mokhotlong)	Lesotho	Construction of Resettlement Villages and Replacement Housing in the Polihali Site Establishment Area	16 947 463,08 LSL	372 844 187,66 LSL	Sub contractor
6015 A	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=6015A&status=1	Sixty 15 Joint Venture	Setsing Glass & Aluminium	Lesotho	Construction of Resettlement Villages and Replacement Housing in the Polihali Site Establishment Area	16 947 463,08 LSL	372 844 187,66 LSL	Sub contractor
6015 A	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=6015A&status=1	Sixty 15 Joint Venture	Stellate Construction	Lesotho	Construction of Resettlement Villages and Replacement Housing in	16 947 463,08 LSL	372 844 187,66 LSL	Sub contractor

	rmation.aspx?ContractNumber=6015A&status=1				the Polihali Site Establishment Area			
6015 A	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=6015A&status=1	Sixty 15 Joint Venture	Stephy Construction	Lesotho	Construction of Resettlement Villages and Replacement Housing in the Polihali Site Establishment Area	16 947 463,08 LSL	372 844 187,66 LSL	Sub contractor
6015 A	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=6015A&status=1	Sixty 15 Joint Venture	TJT Construction	Lesotho	Construction of Resettlement Villages and Replacement Housing in the Polihali Site Establishment Area	16 947 463,08 LSL	372 844 187,66 LSL	Sub contractor
6015 A	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=6015A&status=1	Sixty 15 Joint Venture	TM Group of Companies	Lesotho	Construction of Resettlement Villages and Replacement Housing in the Polihali Site Establishment Area	16 947 463,08 LSL	372 844 187,66 LSL	Sub contractor
6015 A	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=6015A&status=1	Sixty 15 Joint Venture	Truss Data	Lesotho	Construction of Resettlement Villages and Replacement Housing in	16 947 463,08 LSL	372 844 187,66 LSL	Sub contractor

	rmation.aspx?ContractNumber=6015A&status=1				the Polihali Site Establishment Area			
6015 A	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=6015A&status=1	Sixty 15 Joint Venture	WN Letsapo Construction	Lesotho	Construction of Resettlement Villages and Replacement Housing in the Polihali Site Establishment Area	16 947 463,08 LSL	372 844 187,66 LSL	Sub contractor
6015 A	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=6015A&status=1	Sixty 15 Joint Venture	Dess	South Africa	Construction of Resettlement Villages and Replacement Housing in the Polihali Site Establishment Area	16 947 463,08 LSL	372 844 187,66 LSL	Sub contractor
6015 A	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=6015A&status=1	Sixty 15 Joint Venture	SAFIIntra Bloemfontein	South Africa	Construction of Resettlement Villages and Replacement Housing in the Polihali Site Establishment Area	16 947 463,08 LSL	372 844 187,66 LSL	Sub contractor
6015 B	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=6015A&status=1	PGS-Koti Joint Venture	Koti-Se-Phola Funeral Services (Pty) Ltd	Lesotho	Grave Relocation, Exhumation and Reburial	6 929 210,00 LSL	13 858 420,00 LSL	Partnership

	rmation.aspx?ContractNumber=6015B&status=1				Services: Polihali Site Establishment Area			
6015 B	https://www.lhda.org.ls/tenderbulletin/tenderInformation.aspx?ContractNumber=6015B&status=1	PGS-Koti Joint Venture	PGS Heritage (Pty) Ltd	South Africa	Grave Relocation, Exhumation and Reburial Services: Polihali Site Establishment Area	6 929 210,00 LSL	13 858 420,00 LSL	Partnership

Annex 3: Monetary repartition of Phase II

Origin of the companies	Number of companies	Total amount dedicated to companies	Average amount per contractor
Lesotho	93	6 831 248 985,82 LSL	73 454 290,17 LSL
South Africa	94	11 189 422 091,05 LSL	119 036 405,22 LSL
European Union	9	1 186 473 949,99 LSL	131 830 438,89 LSL
Other origins	12	7 882 382 341,78 LSL	656 865 195,15 LSL
Total	208	27 089 527 368,64 LSL	130 238 112,35 LSL

Annex 4: Presentation Sheet for the three Companies Analysed

Profile	Électricité de France S.A. (EDF) ²³³ 	Tractebel Engineering S.A. ²³⁴ 	Webuild S.p.A. (former Salini Impreglio) ²³⁵ 
Foundation	1946	1986	2014
Headquarters	Paris, France	Brussels, Belgium	Milano, Italy
Employees	Approx. 120,000	Approx. 5,600	Approx. 92,000
Revenue	€ 118,7 billion	€ 654 million	€ 11,79 billion
Ownership	EDF is a 100% French state-owned company.	Tractebel is one of the subsidiaries incorporated in ENGIE Group.	Webuild is controlled by Salini Costruttori S.p.A. and backed by a mix of state-linked investors and institutional financial actors, reflecting a hybrid governance structure.

²³³ EDF Group, *Universal Registration Document 2023 including the Annual Financial Report*, available at <https://www.edf.fr/sites/groupe/files/2024-04/edf-urd-annual-financial-report-2023-en-updated-2024-04-11.pdf>, last accessed on 3rd June 2025;

EDF Group, *Responsible Advocacy Charter*, available at https://www.edf.fr/sites/groupe/files/2024-06/edfgroup_responsible-advocacy-charter_20240605_va.pdf, last accessed on 3rd June 2025; and EDF Group, *2024 Facts & Figures*, available at <https://www.edf.fr/sites/groupe/files/2025-04/annual-results-2024-facts-and-figures-en-2025-04-09.pdf>, last accessed on 3rd June 2025.

²³⁴ ENGIE Group, *Duty of Vigilance Policy - Human Rights*, available at <https://www.engie.com/sites/default/files/assets/documents/2024-12/Human%20Rights%20Vigilance%20Policy%202024%20EN.pdf>, last accessed on 3rd June 2025; and Tractebel, *Key Figures*, available at <https://tractebel-engie.com/en>, last accessed on 3rd June 2025.

²³⁵ Webuild, *2023 Consolidated Non-financial Statement. Prepared in accordance with Legislative decree no. 254/2016*, available at <https://admin.webuildgroup.com/sites/default/files/2024-04/2023%20Consolidated%20Non-financial%20Statement.pdf>, last accessed on 3rd June 2025; Webuild, *Report on Corporate Governance and Ownership Structure*, available at <https://media.webuildgroup.com/sites/default/files/2025-03/Relazione%20Governance%20final%20ENG.pdf>, last accessed on 3rd June 2025; and Webuild, *2023 Annual Report*, available at <https://media.webuildgroup.com/sites/default/files/2024-04/2023%20Annual%20Report.pdf>, last accessed on 3rd June 2025.

Operations	EDF is globally present in sectors of electricity generation, transmission, distribution, and energy services.	Tractebel is specialised in engineering consultancy in the sectors of energy, water, and infrastructure, with a presence in over 40 countries.	Webuild is specialised in large-scale infrastructure projects, including dams, bridges, tunnels, and railways, with activities in over 50 countries.
Involvement in LHWP Phase II	EDF is part of the EDF-GIBB-Multiconsult consortium, awarded Contract n°3010. This consortium is responsible for the feasibility studies of the Oxbow Hydropower Scheme, a proposed component of LHWP Phase II aimed at augmenting Lesotho's hydroelectric capacity.	Tractebel is a member of the Matla a Metsi Joint Venture, which secured Contract n°3007. This joint venture is tasked with the design and construction supervision of the Polihali Dam, a central element of LHWP Phase II.	Webuild is involved in Contract n°4019A regarding the Senqu River Bridge. The company is part of the WRES Joint Venture and is constructing the 825-meter-long, 90-meter-high Senqu Bridge, the largest of three major bridges in the project.
Monetary Aspects of the Involvement	The total value awarded for the joint venture is set at 41 833 820 LSL, which equals to 13 944 606,67 LSL per contractor.	The total value awarded for the joint venture is set at 253 656 771,31 LSL, which equals to 63 414 192,83 LSL per contractor.	The total value awarded for the joint venture is set at 2 371 036 812,00 LSL, which equals to 296 379 601,50 LSL per contractor.

Selection Justification	Contractual Involvement: Direct participation in feasibility studies for a significant hydropower project within LHWP Phase II. Responsibility Level: Engaged in high-level technical assessments critical for project planning and sustainability. Corporate Responsibility Framework: Adheres to a "Responsible Advocacy Charter",²³⁶ outlining commitments to ethical practices and stakeholder engagement. Accountability Concerns: Previously implicated in a lawsuit specifically on breach of its duty of vigilance under French law.²³⁷	Contractual Involvement: Integral role in the engineering and oversight of a major dam construction project. Responsibility Level: Provides essential design and supervisory services, ensuring structural integrity and compliance. Corporate Responsibility Framework: Follows ENGIE Group's "Duty of Vigilance Policy - Human Rights",²³⁸ emphasizing human rights and environmental due diligence. Internal Organisation: Subsidiary to the French corporation ENGIE Group, whose liability can be addressed under French Duty of Vigilance Law.	Contractual Involvement: Active participation in constructing critical infrastructure components of LHWP Phase II. Responsibility Level: Engaged in complex construction activities requiring advanced engineering capabilities. Corporate Responsibility Framework: Publishes an annual "Consolidated Non-Financial Statement",²³⁹ detailing commitments to sustainability and ethical practices. Accountability Concerns: Previously implicated in a corruption lawsuit related to LHWP Phase I.²⁴⁰ Despite subsequent rebranding, the company remains actively involved in the project, warranting continued scrutiny.

²³⁶ EDF Group, *Responsible Advocacy Charter*, available at https://www.edf.fr/sites/groupe/files/2024-06/edfgroup_responsible-advocacy-charter_20240605_va.pdf, last accessed on 3rd June 2025.

²³⁷ Court of Appeal of Paris, case n°21/22319, 18th June 2024.

²³⁸ ENGIE Group, *Duty of Vigilance Policy - Human Rights*, available at <https://www.engie.com/sites/default/files/assets/documents/2024-12/Human%20Rights%20Vigilance%20Policy%202024%20EN.pdf>, last accessed on 3rd June 2025.

²³⁹ Webuild, *2023 Consolidated Non-financial Statement. Prepared in accordance with Legislative decree no. 254/2016*, available at <https://admin.webuildgroup.com/sites/default/files/2024-04/2023%20Consolidated%20Non-financial%20Statement.pdf>, last accessed on 3rd June 2025.

²⁴⁰ Lesotho High Court, *Crown v Impregilo S.p.A.*, LSHC 48, 3rd February 2006.