**COMMON MARKET FOR EASTERN AND**

 **SOUTHERN AFRICA**



**SELECTION OF CONSULTANTS**

**Request for Proposals (Individuals)**

Reference Number*:* CS/ADM/PR/19/052025/PM

for Consultancy Services to Compile the Minimum Set of Core Agriculture Data (MSCD)

**Issued on: 20th May 2025**

For any queries on request for bids or for any question regarding the use of this template, please contact:

Head of Procurement,

COMESA Secretariat

Ben Bella Road, P.O. Box 30051,

Lusaka, Zambia
Phone: +260 211 229725/32
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**Growing together, for Prosperity**

COMMON MARKET FOR EASTERN AND

**SOUTHERN AFRICA**



**السوق المشتركة**

**للشرق والجنوب الأفريقي**

**MARCHÉ COMMUN DE L’AFRIQUE ORIENTALE ET AUSTRALE**

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**COMESA Centre**

**Ben Bella Road**

**P O Box 30051**

**LUSAKA 10101**

**Zambia**

**OFFICE OF THE SECRETARY GENERAL**

Ref:*CS/ADM/PR/19/052025/PM* Date: 20th May 2025

**Letter of Invitation (LoI)**

1. ***COMESA*** is inviting qualified individual consultants to submit their technical and financial proposal for the following services: **Consultancy Services to Compile the Minimum Set of Core Agriculture Data (MSCD)** to be procured under the Contract reference number ***CS/ADM/PR/19/052025/PM***.
2. The Terms of Reference defining the minimum technical requirements for these services are attached as Annex 1 to this RFP.
3. Your proposal must be presented in English language and be accompanied by copies of all the indicated supporting documents (CV and Copies of Academic Certificates). If the supporting documents are not in English, these shall be accompanied by a certified translation into English.
4. Submission of the technical and financial proposals must be in a written form to the email addresses below clearly quoting the reference number as stated.
5. You are required to submit both your technical and financial proposals at the same time but in different folders/attachments. The Financial proposal should be in pdf format.
6. Your proposal should be addressed and submitted to: ***tenders@comesa.int*** ***and copied to procurement@comesa.int***
7. The deadline for submission of your proposal, to the addressed indicated in Paragraph 4 is: **20th June 2025**
8. Proposal submitted by Fax or hardcopies are notacceptable.
9. It is not permissible to transfer this invitation to any person.
10. The Technical Proposal will be evaluated against the following criteria.

|  |  |  |
| --- | --- | --- |
| **No** | **Evaluation attribute** | **Percentage Points**  |
| 1 | University degree in Agricultural Statistics, Statistics, Business Administration or other related disciplines |  15 |
| 2 | At least 6 years of relevant professional experience, with strong proven experience working Minimum Set of agriculture Core data (MSCD). | 30 |
| 3 | At least 3 years of experience in collecting and validating MSCD at the regional level. | 25 |
| 4 | Experience in compiling Agriculture Statistics with AfDB /COMESA | 20 |
| 5 | Good computer skills in MS Office applications particularly MS EXCEL | 10 |
|  | **Total** | **100** |

**Note:** The minimum technical score (St) required to pass is: 70%

1. Your proposal should be submitted as per the following instructions, and in accordance with the Terms and Conditions of the Standard Contract attached as Annex 3 to this RFP:

(i) PRICES: The financial proposal shall be inclusive of all expenses deemed necessary by the Consultant for the performance of the Contract and **must not include**any of the following taxes in Procuring Entity Zambia: value added tax and social charges or/and income taxes on non-resident personnel’s fees and benefits.

(ii) EVALUATION AND AWARD OF CONTRACT: Proposals determined to be administrative and technical compliant to the requirement will be evaluated by comparison of their prices. A proposal is considered compliant to the requirements if: fulfils the formal requirements (see Paragraphs 2,3,4,5 and 6 above), has received minimum 75 points for the technical proposal, and the financial proposal does not exceed the maximum available budget for the Contract. The award will be made to the bidder offering the lowest total price among the administrative and technical compliant proposals.

(iii) VALIDITY OF THE PROPOSAL: Your proposal should be valid for a period of 120 days from the date for deadline for submission indicated in Paragraph 4 above.

1. The assignment is expected to commence five (5) days after contract signing but not later than two weeks from the date of signature of the Contract.
2. Additional request for information and clarifications can be requested, no later than 7 calendar days prior to the deadline indicated in the paragraph 5 above, from:

 **Procurement Unit**

Common Market for Eastern and Southern Africa

 Ground Floor, COMESA Centre, Ben Bella Road,

 P.O. Box 30051, Lusaka – Zambia,

 Telephone: +260 211 2297226/29.

 Web: http://www.comesa.int

 Email: procurement@comesa.int

**Contact person**: Patrick Masamba

**E-mail**: *PMasamba@comesa.int*

**ANNEXES:**

ANNEX 1: Terms of Reference

ANNEX 2: Standard Contract/Terms and Conditions

**Sincerely,**

**Signature***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

**Name:** Silver Mwesigwa

**Title**: Head of Procurement and General services Unit

**ANNEX 1: Terms of Reference**

**Background**

Agriculture plays a central and strategic role for African development in terms of economic growth, enhanced living standards, poverty reduction, and increased food security. Indeed, all the Sustainable Development Goals (SDGs) have direct or indirect linkages to agriculture. Therefore, the importance of the agriculture sector requires that its planning, management, and monitoring be based on sound evidence. In turn, this requires the availability of comprehensive, reliable, consistent, and timely statistical data in a form that is usable to a variety of users at both national, regional and international levels.

The Minimum Set of Core Agriculture Data (MSCD) is a minimum set of internationally comparable data that countries submit regularly to meet current and emerging demands. MSCD defines the framework for the agricultural and rural components of the National Strategies for the Development of Statistics (NSDS) and forms building blocks to integrate agriculture and rural statistics into the national system.

Compilation of the Minimum Set of Agricultural Core Data (MSCD) produced by member states is very important for decision making and policy. MSCD data that is coherent and consistent shows the performance of agriculture in member states and the region, that in turn is useful for policy decisions.  In this regard, the Statistics Unit would like to engage the services of a consultant on MSCD.

**2.0 Terms of Reference for the MSCD Consultant**

The MSCD consultant shall be responsible for the following:

1. Collecting data using the prescribed MSCD templates from the 21 COMESA Member states.
2. Offering technical assistance to Member states on compiling MSCD, tools and related data sources
3. Follow-up with COMESA member states to ensure that they provide data on MSCD.
4. Coordinate with the data validation tool consultant to conduct a webinar on the data validation tool and its use
5. Identification of missing data and follow-up with concerned member states to fill the data gaps.
6. Identification of inconsistent data (using the appropriate validation tool) and, together with member states making the needed adjustments.
7. Compilation, review, and validation of reported/collected MSCD time series. provide an updated reporting and validation status.
8. Alpha Test the developed data validation tool as the first major user till finalized and use the tool to validate datasets
9. Undertake any other activity as requested by the COMESA Secretariat.

**Deliverables.**

The following are the expected deliverables:

1. Submission of at least two evaluated technical assistance reports,
2. Submission of complete and validated datasets using the prescribed template and data validation tool
3. Submission of cleared data collection and validation reports

**3. Experience**

1. At least 6 years of relevant professional experience, with a strong proven experience working Minimum Set of agriculture Core data (MSCD).
2. At least 3 years of experience in collecting and validating MSCD at the regional level.
3. Experience in Agriculture Statistics with AfDB /COMESA
4. Good computer skills in MS Office applications particularly MS EXCEL.

**4. Qualifications**

University degree in Agricultural Statistics, Statistics, Business Administration or other related disciplines.

**5. Duration**

The duration for the assignments is a maximum of 5 months.

**Duty Station**

* Home based but may be required to travel for assignment.

**ANNEX 3: Standard Terms and Conditions**

**STANDARD CONTRACT FOR CONSULTING SERVICES**

THIS Contract is entered into between,

 *[name of Procuring Entity]* (hereinafter called the “Procuring Entity”), on the one hand and;

 *[name of Service Provider]* (hereinafter called the “Service Provider”) of the other part;

**WHEREAS** COMESA wishes to have the Contractor perform the services hereinafter referred to, and

**WHEREAS** the Contractor is willing to perform these services,

**NOW THEREFORE THE PARTIES** hereby agree as follows:

|  |  |
| --- | --- |
| **1. Services** | (a) The Contractor shall perform the services specified in Annex A, “Terms of Reference and Technical Proposal,” which is made an integral part of this contract (“the Services”).(b) The Contractor shall provide the personnel listed in Annex B, “Service Provider’s Personnel,” to perform the Services.(c) The Contractor shall submit to COMESA the reports in the form and within the time periods specified in Annex C, “Service Provider’s Reporting Obligations.” |
| **2. Term** | The Contractor shall perform the Services during the period commencing ***[insert the date]*** and continuing ***[insert the date]*** or any other period as may be subsequently agreed by the parties in writing. |
| **3. Termination**  |  |
| **3.1 By COMESA**  | COMESA may terminate this contract in case of the occurrence of any of the events specified in paragraphs (a) through (g) of this Clause 3.1. In case of an occurrence specified in (a) to (g) COMESA shall give not less than seven (7) days’ written notice of termination to the Service Provider(a) If the Contractor fails to remedy a failure in the performance of its obligations hereunder, within seven (7) days of period after the receipt of a registered mail with acknowledgment of receipt specifying the failure.(b) If the Contractor becomes (or, if the Contractor consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.(c) If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 15 hereof.(d) If the Service Provider, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.(e) If the Contractor submits to COMESA a false statement which has a material effect on the rights, obligations or interests of COMESA.(f) If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than fourteen (14) days.(g) If COMESA, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.Early termination shall not prejudice or affect the accrued rights or liabilities of the Parties.  |
| **3.2 By the Service Provider** | The Contractor may terminate this contract, by not less than seven (7) days’ written notice to COMESA, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 3.2.(a) If COMESA fails to pay any money due to the Contractor pursuant to this contract (which is not subject to dispute pursuant to Clause 15 hereof) within seven (7) days after receiving written notice from the Contractor that such payment is overdue.(b) If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than fourteen (14) days.(c) If COMESA fails to comply with any final decision reached as a result of arbitration pursuant to Clause 15 hereof.(d) If COMESA is in material breach of its obligations pursuant to this Contract and has not remedied the same within thirty (30) days (or such longer period as the Contractor may have subsequently approved in writing) following the receipt by COMESA of the Service Provider’s notice specifying such breach.Early termination shall not prejudice or affect the accrued rights or liabilities of the Parties.  |
| **4. Payment** | A. Ceiling For Services rendered pursuant to Annex A, COMESA shall pay the Contractor an amount not to exceed ***US$*** ***[insert the amount in figures and letters]***. This amount has been established based on the understanding that it includes all of the Service Provider's costs and profits as well as any tax obligation that may be imposed on the Service Provider.B. Schedule of Payments The schedule of payments is specified below:[[1]](#footnote-1)1 maximum 20% of the contract value upon COMESA's receipt and acceptance of the inception report signed by the Contractor.50%upon COMESA’s receipt of the draft final report*,* acceptable to COMESA; ***and***maximum 30% of the contract value upon COMESA’s receipt and acceptance by COMESA of the final report.**Total: 100%**C. AcceptanceThe Deliverables, meaning Reports or Services submitted to an Acceptance (either formal or not), are listed in the Annex C thereof.Acceptance means express or tacit acknowledgment that the Deliverables comply with the Contract.The following principles are always applicable:1. Unless COMESA makes reservations within fourteen (14) working days from the submission, the Deliverables are deemed accepted;
2. In case of reservations by COMESA during the Acceptance Period, the Deliverables are deemed accepted once the reservations are withdrawn;
3. It is expressly agreed that the use of any Deliverables or any phase of the Contract means the final Acceptance of the phase or the corresponding Deliverables; and
4. The Acceptance is definitive and cannot be doubt for any reason whatsoever.

D. Payment Conditions Payment shall be made in **US$** no later than 30 days following submission by the Contractor of an acceptable invoice accompanied by prove of Acceptance (implicit or explicit) of Deliverables associated to the invoice, in duplicate, to the coordinator designated in paragraph 4.* + 1. If the Contractor does not receive payment by the time stated then the Contractor shall be paid interest at the overdraft interest rate the Contractor is charged by its bank calculated from the due date of payment.
 |
| **5. Payment upon Termination** | Upon termination of this Contract pursuant to Clauses 3.1 or 3.2 hereof, COMESA shall make the following payments to the Service Provider:(a) The cost of all accepted Deliverables performed prior to the effective date of termination and any interest rate due to the Contractor as a result of previous delays in payment of invoices; and(b) Except in the case of termination pursuant to paragraphs (a) through (e) of Clause 3.1 hereof, reimbursement of any reasonable out-of-pocket demobilization or other direct costs incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Service Provider’s Personnel. |
| **6. Project Administration** | A. Coordinator COMESA designates the ***[insert de full name, the title, department and organization****]****,*** as Procuring Entity's Coordinator; the coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by COMESA and for receiving and approving invoices for the payment.B. Reports  The reports listed in Annex C, “Service Provider's Reporting Obligations,” shall be submitted in the course of the assignment and will constitute the basis for the payments to be made under Clause 4 thereof.1. Information

COMESA shall timely provide to the Service Provider, free of cost, all information that may be reasonably required for the provision of the Services. The Contractor shall be entitled to rely on the accuracy and completeness of such information furnished by or on behalf of COMESA.D. DecisionsCOMESA shall give his decision on all matters properly referred to him in writing by the Contractor within a reasonable time so as not to delay the Services.Where there is a misunderstanding between COMESA’s Coordinator and the Service Provider, the Contractor can bring the issue into the attention of the SADC Secretariat Executive Secretary, which is entitled to express COMESA’s final decision on the issue brought into attention.E. Assistance COMESA shall co-operate with the Contractor and shall not interfere with or obstruct the proper performance of the Services. COMESA shall as soon as practicable:(a) Provide the Service Provider’s personnel with work permits and such other documents as shall be necessary to enable them to perform the Services;(b) Arrange for the Service Provider’s personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Government’s country;(c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Service Provider’s personnel and their eligible dependents;(d) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;(e) Exempt the Contractor and its personnel from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;(f) Grant to the Contractor and its personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into the Government’s country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the personnel and their dependents and of withdrawing any such amounts as may be earned therein by the personnel in the execution of the Services; (g) Authorize the Contractor and its personnel to act as his agent as may be necessary for the performance of the Services;(h) Procure the Service Provider’s ready access to the necessary sites; and(i) Designate in writing a person to act with his complete authority to give instructions for and to receive information on his behalf. |
| **7. Performance Standards** | The Contractor undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Contractor shall promptly replace any employees assigned under this Contract that COMESA considers unsatisfactory as a result of their incompetence to render the Services or their misconduct. |
| **8. Confidentiality** | (a) The Service Providers shall not, during the term of this Contract and within two (2) years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or COMESA's business or operations without the prior written consent of COMESA.(b) Where necessary, the parties may enter into a non-disclosure agreement that shall form an integral part of this contract. |
| **9. Ownership of Material** | Any studies reports or other material, graphic, software or otherwise, prepared by the Contractor for COMESA under the Contract shall belong to and remain the property of COMESA. The Contractor may retain a copy of such documents and software but shall refrain from using it without the prior written consent of COMESA.  |
| **10. Contractor Not to be Engaged in Certain Activities** | The Contractor agrees that, during the term of this Contract and after its termination, the Contractor and any entity affiliated with the Service Provider, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services. |
| **11. Insurance** | The Contractor will be responsible for taking out any appropriate insurance coverage, in the limit indicated in the Clause 14 hereof. |
| **12. Amendments**  | Any modification of the Terms and Condition of the Contract shall be through a written Amendment signed by both parties. The procedures for modification of the Contract shall observe the COMESA Secretariat principles of modifying contracts as lay down in the COMESA Secretariat Procurement Guidelines of February 2014*.* Only the addition or the replacement of key experts shall be considered a modification of the Contract. In case of replacement of a key expert, this shall be done only with an expert having equal or better qualification than the expert replaced. The Contractor shall not assign this Contract or sub-Contract any portion of it without COMESA's prior written consent. |
| **13. Law Governing Contract and Language** | The Contract shall be governed by UNIDROIT Principles of International Commercial Contracts (2011) as developed by the International Institute for the Unification of Private Law and the language of the Contract shall be **English**.  |
| **14. Liability** | Limitation of the Service Providers’ Liability towards COMESA: (a) Except in case of gross negligence or wilful misconduct on the part of the Contractor or on the part of any person or firm acting on behalf of the Contractor in carrying out the Services, the Service Provider, with respect to damage caused by the Contractor to COMESA ’s property, shall not be liable to COMESA: (i) For any indirect or consequential loss or damage; (ii) For any direct loss or damage that exceeds by two times *the* value of the fees of this Contract (reimbursable expenses will not be taken into consideration for determining the value of Service Provider’s liability); and(iii) For loss or damage caused as a result of any Force Majeure Event.1. This limitation of liability shall not affect the Service Providers’ liability, if any, for damage to Third Parties caused by the Contractor or any person or firm acting on behalf of the Service Providers in carrying out the Services.

Any action by either party must be brought within one (1) year after the cause of action arose. |
| **15. Dispute Resolution** | 1. Any dispute arising from, or in connection with the interpretation or operation of this Contract shall be resolved amicably by both parties through a process of negotiation.
2. Where the Parties fail to reach an amicable solution within a period of 30 (thirty) day period, or such longer period as they may agree, the parties have failed to resolve their dispute or differences by any mutual consultation, either party may submit the dispute before the COMESA Court of Justice for arbitration upon written notice to that effect (a “Notice of Arbitration”) and the dispute shall finally be determined in accordance with the Arbitration Rules of the COMESA Court of Justice as amended from time to time
3. Each party agrees that any decision or award in any arbitration made by the COMESA Court of Justice shall be final and binding and shall not be subject to appeal to any court of law.
 |

**Annexes:**

**Annex A:** Terms of Reference and Technical Proposal

**Annex B:** Service Provider’s Personnel

**Annex C:** Service Provider’s Reporting Obligations

**IN WITNESS WHEREOF**, the Parties’ representatives, being so duly authorized, have caused this Contract to be signed in four originals in the English language in their respective names as of the day and year first below written:

Signed today ***[insert the date]***

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **For COMESA** | **Signature** |  | **For the Contractor** | **Signature** |
| **Name:** *[insert full name]* |  |  | **Name:** *[insert full name]* |  |
| **Title:** *[insert the title]* |  |  | **Title:** *[insert the title]* |  |
| **Place:** *[insert the city and country]* |  |  | **Place:** *[insert the city and country]* |  |
| **Date:** *[insert the date]* |  |  | **Date:** *[insert the date]* |  |

1. 1 Modify, in order to reflect the output required, as described in Annex C. [↑](#footnote-ref-1)