



READVERTISEMENT

**REQUEST FOR TECHNICAL AND FINANCIAL PROPOSALS FOR
CONSULTANCY SERVICES FOR THE DEVELOPMENT OF RISK
MANAGEMENT FRAMEWORK AND REVIEW OF INTERNAL
CONTROLS OF COMESA COMPETITION COMMISSION (CCC)**

RFP REFERENCE: CCC/RFP/08/04/2023

AUGUST 2023

1. BACKGROUND

The COMESA Competition Commission (CCC) is established under Article 6 of the COMESA Competition Regulations (“the Regulations”). The Regulations were promulgated by the COMESA Council of Ministers (“the Council”) in 2004 under Article 55 of the COMESA Treaty (“the Treaty”).

Pursuant to Article 2 of the Regulations, the Commission is mandated to promote and encourage competition within the Common Market by, inter alia, preventing restrictive business practices that deter the efficient operation of markets thereby facilitating the regional integration agenda. The ultimate goal of the Regulations is to enhance the welfare of consumers in the Common Market by protecting them against anti-competitive conduct by market actors. The Commission’s core focus areas under the Regulations include investigation of anti-competitive business practices and conduct; mergers and acquisitions; and consumer rights violations. In order to implement its mandate under the Regulations, the Commission regularly engages and cooperates with the Member States through sensitization, advocacy programmes, capacity building, technical assistance and provision of advisory opinions.

The Board of Commissioners of COMESA Competition Commission approved a Risk Policy in April 2019 to ensure effort is made by the Commission to manage risk appropriately, to maximise potential opportunities and minimise the adverse effects of risk. The Commission is mindful that it has grown in recent years and that there is need to review its risk management framework by reviewing the provisions of the current risk policy and implementing them thereafter.

2. OBJECTIVES OF THE ASSIGNMENT

The first objective of the assignment is to develop a Risk Management Framework that incorporates the requirements of the provisions of the Risk Policy such as risk register, detailed risk assessment guidelines and risk mitigation measures. The second objective is to review the internal processes of CCC and evaluate the adequacy and effectiveness of internal controls. The assignment will focus on the following specific areas:

- a) Develop CCC’s risk management framework (this involves the review of the Risk Policy and development of the terms of reference for the Risk and Audit Committee of the Board).
- b) Review internal processes and evaluate the adequacy and effectiveness of CCC’s internal controls

The Consultant should develop a risk management framework that will provide a foundation for designing, implementing, monitoring, reviewing and continually improving risk management processes of the Commission. The consultant will also review internal processes and the adequacy and effectiveness of internal controls in relation to the changes

that the Commission has undergone (from inception in 2013 to date) in order to increase organisational performance through improved processes and efficient use resources.

The Consultant's report and its recommendations will be presented to the CCC Risk and Audit Committee through the Director and Chief Executive Officer for their consideration and adoption.

1 SCOPE OF WORK AND TASKS

The consultant will adopt the Comprehensive Assessment Model (CAM) in carrying this assignment. CAM is an innovative methodology that provides for integrated assurance. This assurance is based on the evaluation of internal controls and the risk management processes, considering all pertinent business and governance objectives, through a unified and unique assessment approach. CAM brings together a systematic, disciplined approach to evaluate and improve the effectiveness of risk management, internal controls, and governance processes.

The consultant will carry out the following specific tasks:

1.1 Develop a risk management framework for CCC

- 1.1.1** Review the Risk Policy for CCC and propose updates and amendments to align it with internal and external developments
- 1.1.2** Develop detailed risk assessment guidelines that enhances uniformity in risk identification, evaluation, and prioritization. This will be followed by coordinated and economical application of resources to mitigate and monitor the probability or impact of the risks.
- 1.1.3** Identify the risks (both corporate/strategic and operational) that can affect CCC. This will involve determining risks that could potentially prevent CCC from achieving its objectives and documenting their characteristics.
- 1.1.4** Perform an in-depth analysis of the risks identified in 3.1.3 in order to determine their severity. The Consultant is expected to adopt both the qualitative (subjective tools and techniques, based on the experience and professional judgement of the Consultant, used to decide which risks to focus on) and quantitative (objective tools and techniques that use numerical analyses to assess the impact of a risk) techniques in determining the severity of the risks.
- 1.1.5** Develop appropriate responses to CCC's risks and clearly advising management on the best option of managing the risks out of the four categories of risk treatment [avoidance (eliminate, withdraw from or not become involved), reduction (optimize – mitigate), sharing (transfer – outsource or insure), retention (accept and budget)]

1.2 Perform an evaluation of the existing internal controls

The Consultant will perform the evaluation with guidance from the Comprehensive Assessment Model and these will be done in three major categories as follows:

1.2.1 Evaluate the design of the internal controls

The evaluation of the adequacy of the design of the internal control system must consider the relevance of addressed control objectives and the attributes of the controls designed to achieve them. The Consultant must evaluate the internal control system of CCC against:

- a) **Relevance:** the level to which the control activity addresses the pertinent control objective under analysis
- b) **Timeliness:** how long it takes for controls to respond to negative events.
- c) **Strength:** the strength of a control is determined by a series of factors that influence the probability of control effectiveness should related risks arise
 - **Discretion:** the level to which the control is discretionary or subjective, that is, if it is based on strict standards versus human judgment
 - **Segregation:** the level of control segregation that goes beyond the well-known concept of separation of roles and duties between process activities
 - **Independence:** the independence element measures the capability of the control owner to manage resources (technical, human, informational, economic) so that the control is most effective, acquiring or integrating resources as needed
 - **Integrative control factor (integration):** the degree and manner in which the control reinforces other control processes for the same objective
 - **Automation:** the degree to which control process are activated by automated systems (information systems, mechanical devices) that reduce errors derived from human behavior
 - **Adaptability:** how adaptable the control is to fluctuating volumes of activity (i.e. if the control is susceptible to the volatility of the controlled activities, it is less effective)
 - **Traceability:** how traceable the control is, which allows it to be verified subsequently in all respects
- d) **Coverage:** the level in which all significant risks are addressed.

1.2.2 **Evaluate the performance of the internal controls**

After determining the adequacy of the internal controls, the Consultant will evaluate the performance of the controls by performing the following:

- The availability of financial, technological, or human resources needed to perform the controls is satisfactory
- Compliance to the controls as designed, assuming the controls are considered adequate. This includes compliance with laid down procedures and the governance mechanisms in place.
- The results of activities in place to monitor and measure possible residual risks; this ascertains the degree to which control objectives are not reached (i.e. related either to risk management policies or inadequate controls)

1.2.3 **Evaluation of the controls' cost-effectiveness**

Evaluation of the controls' cost-effectiveness will be performed after the assessment of the design and performance. The main objective is to determine the reasonableness of the overall balance between effectiveness of controls and the cost of controls. The consultant will perform the following assessments:

- Losses, damages, or penalties, and/or lost income arising from risk events
- Cost of the resolution of risk events, which varies in relation to the actions needed to limit the impact of negative events that occur. These include internal costs to

restore a situation (for example, reprocessing or reperformance costs and advertisement costs to recover from reputational damage).

2 EXPECTED OUTPUTS

- 2.1** An updated risk policy for CCC
- 2.2** Detailed risk assessment guidelines that give clear guidance on risk identification, measurement (development of assessment criteria), recording, risk evaluation (ranking based on probability and impact), responses and continuous monitoring (specifying review intervals)
- 2.3** Risk register which will be used as a risk management tool to fulfil regulatory compliance with the Risk Policy. The risk register will be a repository for all risks identified and includes additional information about each risk, e.g., nature of the risk, reference and owner, mitigation measures). Specifically, the following items have to be included in the risk register:
 - a) Two distinct sections for corporate/strategic risks (risks that affect the achievement of the Commission's mandate) and operational risks (risks that are related to the day-to-day delivery of divisional operations).
 - b) Each section in a) above should have the following subsections: governance, financial, political, legal, regulatory, information and technology and human resources
 - c) Each risk should have the following details: identification number, brief description, category (internal or external), probability, impact, rating, required action and responsible person
- 2.4** Evaluation report on the internal controls of CCC. The report should contain, recommendations on the design of the internal controls, functioning and performance of the internal controls and the cost-benefit analysis of the controls.

3 GEOGRAPHICAL SCOPE

The consultant will be expected to carry out the assignment in Lilongwe; Malawi at the COMESA Competition Commission offices in Kang'ombe Building. This consultancy entails the review of the Commission's internal controls among other things which may not be properly undertaken virtually. The consultant is therefore expected to undertake this exercise largely physically.

4 METHODOLOGY

The consultant will perform the assignment by conducting interviews with CCC staff and reviewing documentation at the CCC offices. A DRAFT report shall be shared with CCC Director and Chief Executive Officer for review and comments before being finalized.

5 PERIOD OF EXECUTION

The period of execution of the contract starts from the date of the signing of the contract and is estimated to take 60 calendar days from the date of contract signing by the last party.

The table below shows the expected activities and the timeline for the assignment.

Activity	Description	Indicative Input-days	Location details
Kick-off meeting	Discuss the engagement with CCC	1 day	CCC
Inception report	Drafting and presentation of the inception report	5 days	Consultant
Field work	Staff interviews and reviewing documents	10 business days	CCC
Drafting of Initial Reports	Preparation of the initial reports for discussion with management	5 business days	Consultant
Submission of DRAFT reports	Presentation of the draft reports to CCC	1 day	CCC
Finalize draft report	Update the report with CCC comments	5 days	Consultant
Presentation to the Board	Present report to the Board with comments from CCC	1 day	CCC
Final report	Finalisation of the report with comments from the Board	5 days	CCC

6 DELIVERABLES

- a) Updated CCC Risk Policy
- b) Guidelines for Risk Management Process
- c) Risk Register
- d) Terms of Reference for the Risk and Audit Committee of the Board
- e) Evaluation Report on Internal Controls

7 PRICING

- 7.1 All prices MUST be indicated in Unites States Dollars.
- 7.2 There will be no price variation contract after signing of the contract except upon mutual written agreement between the Commission and the successful bidders.
- 7.3 Financial Proposal: The bidder should identify rates which should be valid for the entire length of the assignment in United States Dollars (USD).
- 7.4 The financial proposal to be provided should be exclusive of any form of taxes or charges to be imposed by the Government of Malawi or the local government of the bidder in COMESA Member States.

8 PAYMENT SCHEDULE

The Consultant shall be paid a lump sum amount for this assignment.

Payment to be made according to the payment schedule on the table below.

OUTPUT	DESCRIPTION	PAYMENT SCHEDULE
Inception report	An inception report detailing the consultant's understanding of the engagement and their plan	10% payment

	of executing the assignment.	
<ol style="list-style-type: none"> 1. DRAFT updated Risk Policy 2. DRAFT Risk Management Process guidelines 3. DRAFT Risk register 4. Draft Terms of Reference for the Risk and Audit Committee of the Board 5. DRAFT report on the evaluation of internal controls 	<p>Presentation of the draft reports to CCC management and update it with CCC management comments</p>	30% payment
<ol style="list-style-type: none"> 1. FINAL updated Risk Policy 2. FINAL Risk Management Process guidelines 3. FINAL Risk register 4. Final Terms of Reference for the Risk and Audit Committee of the Board 5. FINAL report on the evaluation of internal controls 	<p>Final report after clearance of the board and updated with comments from the Board</p>	60% payment

9 EXPERTISE REQUIRED

CCC is seeking applications from suitably qualified consultants. The consultant should have extensive experience in developing risk management frameworks and evaluation of internal controls. The consultant should possess an understanding of the Comprehensive Assessment Model for evaluating internal controls.

The consultants may include individuals, firms, or consortium of consultants.

The consultant should have a minimum of the following competencies and qualifications:

9.1 Core and Technical Competencies:

- A good understanding of the mission, objectives and operations of CCC or similar organizations
- Good understanding of the Comprehensive Assessment Model and the techniques of risk management and internal controls evaluation
- Experience in review and evaluation of internal controls and development of risk management frameworks

- Excellent communication, negotiation and drafting skills.

9.2 **Qualifications of the Consultant**

- Professional: The consultant shall possess either of the following qualifications; Certified Public Accountants (CPA), Chartered Certified Accountants, Certified Internal Auditor (CIA). A combination of any of these shall be an added advantage.
- Academic: Advanced degree in Business, Finance or Strategic planning. A combination of any of these shall be an added advantage.
- Work Experience: Minimum 10 years relevant work experience at regional or international level in the field of Audit in the following disciplines:
 - ICT Audits
 - Performance Audits
 - Internal Control
 - Review of Financial Statements
- Demonstrated list of at least three complimentary or similar assignments performed by the Consultant.

10 **REPORTING AND MANAGEMENT**

The consultant will work under the overall management and supervision of the Director and Chief Executive Officer. The Director and Chief Executive Officer will provide quality assurance and ensure that the documentation produced is reviewed and approved. The Director and Chief Executive Officer will ensure that the Consultant receives all relevant documentation with respect to the assignment necessary for the execution of his/her tasks.

11 **CRITERIA FOR EVALUATION OF PROPOSALS**

Consultants must provide both Technical and Financial proposals. The evaluation shall be based on the following attributes:

- 11.1 The overall responsiveness and quality of the proposal clearly stating an understanding of the work to be performed;
- 11.2 Technical ability of the proposer to perform the required services;
- 11.3 The experience and reputation of the proposer as represented in the response and the quality of references
- 11.4 Costs of services, fees and expenses will be particularly important factor when all other evaluation criteria are relatively equal.

The technical proposal will be assigned a weight of 80% and the financial proposal will be weighted at 20%

Table 1: Criteria for Overall Technical Evaluation

Evaluation Attribute		%
T1	Understanding of the Terms of Reference	20
T2	Relevant experience of the consultant/ firm in similar assignments	30
T3	Proposed methodology, approach and implementation plan	40
T4	Qualifications and professional experience of key experts	20
	Total	100

A proposal shall be considered unsuitable and shall be rejected at the technical stage if it does not respond to important aspects of the Terms of Reference and/or it fails to achieve a minimum technical score of 70%.

12 EVALUATION AND COMPARISON OF PROPOSALS

To assist in the examination, evaluation and comparison of proposals, CCC may ask the consultants for clarification of their proposals. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

CCC will examine the proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the proposals are generally in order. If there is a discrepancy between words and figures, the amount in words will prevail.

Prior to the detailed evaluation, CCC will determine the substantial responsiveness of each proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive proposal is one, which conforms to all the terms and conditions of the RFP without material deviations. CCC's determination of a proposal's responsiveness is based on the contents of the proposal itself without recourse to extrinsic evidence.

A proposal determined as not substantially responsive will be rejected by CCC and may not subsequently be made responsive by the consultant by correction of the non-conformity.

13 BID SUBMISSION

13.1 The proposals must be submitted with the following:

- a) Updated CV for the Consultant/s including contacts: e-mail and telephone numbers
- b) Covering letter and proposal detailing their understanding of the assignment and highlighting experience and expertise in similar works as well as a detailed approach and methodology for carrying out the assignment including an outline of the supporting documents/ projects and their references.
- c) Certified copies of academic and professional qualifications.

13.2 The consultants should also confirm and provide evidence that:

- a. they have the legal capacity to enter into the contract
- b. they are not insolvent, in receivership, bankrupt or being wound up. Their business activities have not been suspended, and they are not the subject of legal proceedings for any of the foregoing;
- c. they have fulfilled their obligations to pay taxes and social security contributions, and for that purpose, documentary evidence to be provided by the relevant authorities to demonstrate that the bidders have met their obligations;
- d. that their servants, or agents have not offered any inducement to any employees of the Commission

14 AMENDMENTS OF PROPOSAL DOCUMENT

At any time prior to the deadline for submission of proposals, the Commission may, for any reason, modify the Proposal documents by issuing an addendum.

15 COST OF TENDER

The consultant shall bear all costs associated with the preparation and submission of the proposal. The Commission will in no case be responsible or liable for those costs, regardless of the conduct and outcome of the tender.

16 CANCELLATION OF TENDER

In the event of cancellation of the tender, bidders will be notified in writing of the cancellation by the Commission. Upon request, the Commission shall communicate to any bidder the grounds for its rejection. However, the Commission is not obliged to justify those grounds.

17 OWNERSHIP OF TENDERS

18 The Commission retains ownership of all tenders received under this Request for Bids. Consequently, bidders have no right to have their tenders returned to them. NEGOTIATION AND FINALISATION

After the selection of the best proposal and notification to the selected party, the Commission will commence negotiations with that party for purposes of concluding an agreement.

19 AWARD OF CONTRACT

Prior to expiration of the period of bid validity, the Procurement Committee will award the contract to the qualified Bidder whose proposal after being evaluated is considered to be the most responsive to the needs of the organization and activity concerned.

The Commission reserves the right to wholly or partially reject or award the contract to any bidder and has no obligation to award this tender to the highest ranked bidder.

The Commission also reserves the right to annul the Bid process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder(s).

20 SIGNING OF CONTRACT

Within 14 days of receipt of the contract the successful Consultant shall sign and date the contract and return it to the Commission.

21 CONFIDENTIALITY

Information relating to evaluation of bids and recommendations concerning awards, shall NOT be disclosed to the Bidders who submitted the bids or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.

22 CORRUPT AND FRAUDULENT PRACTICES

The Commission requires that Bidders observe the highest standard of ethics during the procurement and executions of contracts.

For the purposes of this provision, COMESA defines the terms set forth below as follows:

- a. **"corrupt practice"** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution: and
- b. **"fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Commission, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Commission of the benefits of free and open competition.

23 FORMAT AND SEALING OF PROPOSALS

- 23.1** The bidder shall submit the proposal in one envelope containing two sealed envelopes by the closing date set forth below through courier services, hand delivery or electronic submission to the following address:

The Chairperson – Procurement Committee

COMESA Competition Commission

5th Floor Kang'ombe House

P.O. Box 30742

Lilongwe

MALAWI

Tel: (265) 1 772466

Email: procurement@comesacompetition.org

- 23.2** Electronic submission of proposals shall be submitted by the closing date, in a PDF password protected format which you will have to provide the password during the tender opening scheduled for Wednesday, 23 August 2023 at 15:00 hours to the following email address: procurement@comesacompetition.org

- 23.3** The outer envelope should be clearly marked at the top right-hand corner with the **(TENDER REFERENCE AND TITLE)**.

- 23.4** The first internal sealed envelope shall be clearly marked "Technical Proposal" and must contain two (2) hard copies of the technical proposal with one marked 'original' and the other marked 'copy'. The second internal envelope shall be marked "Financial Proposal" and must contain two hard copies of the financial proposal with one marked 'original' and the other marked 'copy'. In the event of any discrepancy between the original and the copy, the original shall govern. NOTE: If the envelopes are not sealed and marked as per the instructions in this clause, the Commission will not assume responsibility for the proposal's misplacement or premature opening and may – at its discretion – reject the proposal.

NOTE: If envelopes are not sealed and marked as per instructions in this clause, the Commission will not assume responsibility for the proposal's misplacement or premature opening and – at its discretion – reject the proposal.

24 DEADLINE AND SUBMISSION OF PROPOSALS

The deadline for submission of proposals is 13:00 hours Malawi Time on Wednesday, 23 August 2023. Bidders are invited to attend either physically or virtually the opening of the bids scheduled to be held on Wednesday, 23 August 2023 at 15:00 hours Malawi Time.

Any proposal received by the Commission after the deadline for submission of proposals shall be rejected. There shall be no exception to this requirement.

The Commission does not bind itself to accept any proposal and reserves the right to accept the whole or partially any of the submitted proposals. Further may not justify the reasons for rejection of the proposal pursuant to Rule 13 (1) of the COMESA Competition Commission Procurement Rules of November 2019.

25 TECHNICAL QUERIES

For any technical queries related to specification of works or Terms of Reference, kindly contact the Procurement Unit on the following email: procurement@comesacompetition.org

ANNEX 1: BID SUBMISSION SHEET

[This Bid Submission Sheet should be on the letterhead of the Bidder and should be signed by a person with the proper authority to sign documents that are binding on the Bidder.]

Date: [insert date (as day, month and year) of bid submission]

Reference No: [insert Reference number]

To: The Chairman of the Procurement Committee

We, the undersigned, declare that:

We have examined and have no reservations to the Bidding Document;

We offer to provide the services in conformity with the Bidding Document for the [insert a brief description of the Services];

We hereby submit our bid which includes the following (to state the documents included);

Our bid shall be valid for a period of six months from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

We are not participating, as Bidders, in more than one bid in this bidding process;

We do not have any conflict of interest and have not participated in the preparation of the project document for the COMESA Competition Commission;

Our Proposal is binding upon us, subject to modifications agreed during any contract negotiations, and we undertake to negotiate on the basis of the staff proposed in our Bid;

We understand that this Bid, together with your written acceptance thereof included in your Letter of Bid Acceptance, shall NOT constitute a binding contract between us, until a formal letter of engagement is prepared and executed; and

We understand that you are not bound to accept the lowest bid or any other bid that you may receive.

Name: [insert complete name of person signing the Bid]

In the capacity of [insert legal capacity of person signing the bid]

Signed: [signature of person whose name and capacity are shown above]

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated on _____ day of _____, _____ [insert date of signing]

ANNEX 2: BIDDER'S REFERENCES

Relevant Services Carried Out that Best Illustrate Experience

Using the format below, provide information on each assignment for which the Bidder, either individually or as a corporate entity or as one of the major firms within an association, was legally contracted.

Bidder's Name:

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by Bidder (profiles):
Name of Client:		Nº of Staff:
Address:		Nº of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in Current US\$):
Name of Associated Consultants, If Any:		Nº of Months of Professional Staff Provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Narrative Description of Project:		
Description of Actual Services Provided by the Staff:		

ANNEX 3: COMMENTS AND SUGGESTIONS ON THE SCOPE OF WORK

The bidder is required to give his comments and suggestions on the scope of work as follows

Scope of work	Comments and Suggestions

ANNEX 4: DESCRIPTION OF THE METHODOLOGY FOR PERFORMING THE ASSIGNMENT

Scope of work	Methodology for performing the Assignment

ANNEX 5: TEAM COMPOSITION AND TASK ASSIGNMENTS (Applicable only where the worked will be undertaken by a group of people and not an individual)

1. Technical/Managerial Staff		
Name	Position	Task(s)

ANNEX 6: FINANCIAL PROPOSAL

Bidders are advised to use the standard tender form below as sample format and modify it to cover all relevant costs or charges.

There will be no price variation tender.

Bidders are also advised to disclose any other relevant information on a separate sheet of paper.

Financial proposal form

	AMOUNT IN USD
TOTAL PROFESSIONAL FEE	
OTHER RELEVANT EXPENSES	
VAT AND ALL OTHER TAXES	EXCLUSIVE

Amount in words: _____

Submitted by:

Name: _____

Signature: _____

Date: _____