



## PIHAK BERKUASA PENERBANGAN AWAM MALAYSIA

### KENYATAAN TAWARAN

Pembekal adalah dipelawa kepada firma perunding tempatan yang berdaftar dengan **KEMENTERIAN KEWANGAN MALAYSIA** dalam kod bidang yang berkaitan dan kriteria berkaitan seperti berikut:

**KETERANGAN TAWARAN** : PEROLEHAN PERKHIDMATAN PERUNDING BAGI KAJIAN PENSTRUKTURAN ORGANISASI BAHARU MELALUI RASIONALISASI PIHAK BERKUASA PENERBANGAN AWAM MALAYSIA (CAAM) DENGAN SURUHANJAYA PENERBANGAN MALAYSIA (MAVCOM)

**JENIS TAWARAN** : TERBUKA

KOD BIDANG	BIDANG	SUB BIDANG	PECAHAN SUB BIDANG	KETETAPAN KOD BIDANG
34 01 01	PERKHIDMATAN PERUNDING BUKAN FIZIKAL	SOSIO EKONOMI	KAJIAN ORGANISASI	MANDATORI
34 01 06	PERKHIDMATAN PERUNDING BUKAN FIZIKAL	SOSIO EKONOMI	KAJIAN SUMBER MANUSIA	MANDATORI

**TARIKH MULA TAWARAN** : 18/01/2021 (ISNIN), JAM 12.00 TENGAHARI

**TARIKH TUTUP TAWARAN** : 26/02/2021 (JUMAAT), JAM 12.00 TENGAHARI

**TEMPOH SAH LAKU** : 180

**LOKALITI** : SEMUA NEGERI

## TEMPAT DAN TARIKH PENGAMBILAN / PENJUALAN DOKUMEN

LOKASI	TARIKH	MASA
PIHAK BERKUASA PENERBANGAN AWAM MALAYSIA, UNIT PEROLEHAN, BAHAGIAN KHIDMAT PENGURUSAN, ARAS 3, BLOK PODIUM B, PRESINT 4, 62618 PUTRAJAYA	25 JANUARI 2021 HINGGA 2 FEBRUARI 2021	<b>(ISNIN – KHAMIS)</b> 9.00 PAGI – 12.30 TENGAH HARI 2.00 PETANG – 4.00 PETANG  <b>(JUMAAT)</b> 9.00 PAGI – 12.00 TENGAH HARI 2.45 PETANG – 4.00 PETANG

- 1) Syarat-Syarat, Arahan dan Maklumat lanjut mengenai pelawaan ini dijelaskan di dalam Dokumen Pelawaan. Dokumen Pelawaan dijual dengan kadar RM50.00 (Ringgit Malaysia Lima Puluh Sahaja) dan pembayaran hendaklah dibuat dalam bentuk *Electronic Fund Transfer* (EFT) seperti butiran berikut:

**Bank : Public Bank Berhad**  
**Akaun Penerima : CAAM**  
**Nombor Akaun : 3811340215**

**(Pembayaran boleh dibuat mulai 25 Januari 2021 (Isnin) jam 9.00 pagi dan bukti pembayaran hendaklah dikemukakan kepada Unit Perolehan melalui emel [unit.perolehan@caam.gov.my](mailto:unit.perolehan@caam.gov.my) untuk pengeluaran resit rasmi.)**

- 2) Cadangan Teknikal dan Cadangan Kos hendaklah dimasukkan ke dalam sampul surat berasingan yang berlakri dan ditandakan "Cadangan Teknikal" dan "Cadangan Kos" di sebelah kiri setiap sampul surat berkenaan dan dialamatkan kepada:

Ketua Pegawai Eksekutif,  
Pihak Berkuasa Penerbangan Awam Malaysia,  
Bahagian Khidmat Pengurusan,  
Aras 3, Blok Podium A,  
Presint 4, 62618 Putrajaya  
(u.p. : Unit Perolehan)

- 3) Dokumen Cadangan Teknikal dan Cadangan Kos yang lewat diterima tidak akan dipertimbangkan.
- 4) Sebarang pertanyaan berkaitan dengan tawaran tender ini boleh diajukan kepada:  
Email : [unit.perolehan@caam.gov.my](mailto:unit.perolehan@caam.gov.my)  
Tel : 03-88714137/013-3445344

**TERMS OF REFERENCE**

**INTRODUCTION**

1. The Civil Aviation Authority of Malaysia (“CAAM”), formerly known as Department of Civil Aviation, was established on 19 February 2018 with the enactment of Civil Aviation Authority of Malaysia Act 2017 [Act 788].
2. The main objective of the establishment of CAAM is to function as an aviation technical regulatory agency and air navigational service provider as stated in Section 16 of Act 788.
3. As for the Malaysian Aviation Commission (“MAVCOM”), it was established on 1 March 2016 under the Malaysian Aviation Commission Act 2015 [Act 771]. Its establishment is to regulate economic matters relating to the civil aviation industry and to carry out the functions as stated in Section 17 of Act 711.
4. On 11 December 2019, the Cabinet has decided to dissolve the Malaysian Aviation Commission (MAVCOM) and transfer its economic regulatory and main functions to CAAM for the purpose of having one regulatory body for the country’s civil aviation industry.

**TERMS OF REFERENCE**

**I. OBJECTIVE**

5. The Consultant shall be engaged primarily as an independent third-party consultant to provide recommendations to CAAM on the most viable and sustainable option to ensure the rationalisation exercise between CAAM and MAVCOM is a success towards establishing an effective, functional and self-sufficient single civil aviation regulator in Malaysia based of scope of work stated in Part III.

**II. ROLE OF CONSULTANT**

6. The Consultant shall be required to fulfil all requirement stated in the scope of work and deliverable expected from this project. The consultant shall ensure the availability of experts to perform all the activities covered by the engagement and shall ensure that all its personnel, agents and representatives shall comply with confidentiality according to the Official Secrets Act 1972 (Act 88).

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## III. SCOPE OF WORK

The Consultant shall perform the following activities, but not be limited to:

7. To develop appropriate organisational structure, human resource strategy and governance framework for the new entity, to include all functions prescribed under Civil Aviation Authority of Malaysia Act 2017 ("Act 788") and Malaysian Aviation Commission Act 2015 ("Act 771") as the functions and powers of the new entity, as well as ensuring efficiency and sustainability of new CAAM's operation.
8. Prepare a cost-benefits analysis and review of sustainability of the operation based on the following model:  
**Option 1**
  - Rationalisation between CAAM (Regulator and Operation) and MAVCOM**Option 2**
  - Rationalisation between CAAM (only Regulator) and MAVCOM; and
  - Operation wing to be separated and stand on its own as a different new entity.
9. Develop a new competitive salary/emolument package for the new entity.
10. Complete study on job analysis (competency matrix) – conduct job evaluation, review current job description, skills and expertise including completing a gap analysis and subsequently propose new job description/role (if required) for the new entity.

## ADDITIONAL REQUIREMENTS

### Consultant Requirements:

11. The Consultant must have adequate relevant experience and expertise in the field to meet the objectives of this project. This includes experience and expertise in aviation industry, workforce planning, particularly in government organizational structure, understanding of regulatory sectors and the rationalisation process to meet the objective, scope, and deliverables of this project.
12. The Consultant shall submit to CAAM a full list and profile of personnel to be deployed in the project. All personnel shall be suitably qualified and

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experienced to undertake the tasks assigned to them. Deployment of such personnel to this project is subject to the approval by CAAM, including security clearance.

13. For the purpose of this project, the Consultant shall ensure that no officers or former officers of CAAM and MAVCOM be employed.
14. Any rotation or replacement of personnel is subject to review and approval by CAAM.
15. CAAM reserves the sole right, with or without evidence, to order the Consultant to remove any personnel in the project due to reasons of incompetence, irresponsibility or any acts found detrimental to the progress of the project
16. The Consultant shall propose appropriate work schedule to undertake and complete the scope and deliverables of the project within the stipulated project period, including clearly outlined plan with project milestones and duration required.

### **Language Requirements**

17. All documents and reports to be prepared by the Consultant shall be in the English language. Documentations shall be written in a precise and clear manner and, where applicable, shall be supported by adequate statistics, charts and schematics.

### **IV. DURATION OF CONSULTANCY SERVICE**

18. The duration of the consultancy service shall not exceed Ninety (90) days from the date of the Contract of Engagement of the Consultant (or Surat Setuju Terima) ("service commencement date").

### **V. DELIVERABLES**

19. The Consultant shall submit the following reports upon completion of the service for approval of CAAM:

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No.	Type of Report	Time Period	Deliverables
1.	Inception report	Not later than 30 days from service commencement date	<p>Inception Report that contains, and not limited to, to the following:</p> <ul style="list-style-type: none"><li>(a) complete description of all activities required to achieve the Scope of Work</li><li>(b) a detailed work plan to outline the work streams together with timeline to complete the Scope of Work</li><li>(c) names and CVs of Consultant's personnel</li></ul>
2.	Interim report	Not later than 60 days from service commencement date	<p>Interim Report that contains, and not limited to, to the following:</p> <ul style="list-style-type: none"><li>(a) preliminary Report that provides a summary of the initial findings and recommendations as required from the Scope of Work for deliberations of CAAM.</li><li>(b) Compilation of weekly progress report</li></ul>
3.	Final report	Not later than 90 days from service commencement date	<p>Final Report that includes findings and recommendations, supported with appropriate data and analysis based on the Scope of Work as follows:</p> <ul style="list-style-type: none"><li>(a) the new entity's revised organisation structures and functional roles;</li><li>(b) job analysis and competency matrix of CAAM's current workforce competencies including a gap analysis and provide recommendations for</li></ul>

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			<p>new HR policy and implementation, including on a proposed new remuneration scheme (including benefit and compensation) for the new entity;</p> <p>(c) comprehensive transition plan that includes regulatory functions and powers of the new entity, risks involved and proposed mitigation plans, timeline and resolution to potential human capital issues; and</p> <p>(d) summary of action plan, implementation plan and monitoring plan of recommendations</p> <p>(e) other relevant reports and/or documents as may be required by CAAM.</p>
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## VI. PAYMENT SCHEDULE

20. The Consultant shall be paid based on progress payment method upon completion and submission of the agreed deliverables approved by CAAM:

No.	Type of Progress Report	Time Period (from service commencement date)	Payment percentage
1.	Inception report	30 days	10%
2.	Interim report	60 days	30%
3.	Final report	90 days	60%

## VII. INFORMATION TO BE PROVIDED TO SUCCESSFUL CONSULTANT

21. CAAM will provide all the necessary information as required.

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## VIII. FINANCIAL SOURCE FOR THE SERVICES

22. The fees for the services of the Consultant shall be on progress basis based on para 20 above basis and inclusive of applicable taxes.

## IX. CONFIDENTIALITY

23. The Consultant shall ensure that their personnel and agents and representatives shall at all times keep confidential all Confidential Information, including but not limited to all aspects of the Contract of Engagement and this Terms of Reference, the transactions and reports used verified or required to be disclosed by the consultant.

23.1 "Confidential information" shall mean confidential and/or proprietary information and materials relating to CAAM, provided that Confidential Information shall not include:

(a) information that is or becomes publicly available other than by a breach of these terms on Confidentiality by the Consultant; and

(b) information that is known to the Consultant prior to the date of engagement.

23.2 The Consultant shall execute a Confidentiality Agreement upon engagement, which shall remain effective even in the event of termination for whatever reason.

- End -