

# EAST AFRICAN COMMUNITY CIVIL AVIATION SAFETY AND SECURITY OVERSIGHT AGENCY



## REQUEST FOR PROPOSAL FROM CONSULTING FIRMS CONSULTANCY FOR DEVELOPING AVIATION INSPECTORS ATTRACTION AND RETENTION STRATEGY CAS/RFP/001/2011/12

### 1) Introduction

The EAC CASSOA is a specialised technical institution of the [East African Community](#) (EAC), a regional economic community of the Partner States of the Republics of Burundi, Kenya, Rwanda, Uganda and the United Republic of Tanzania. CASSOA is responsible for ensuring the development of safe and secure civil aviation system in the region. The Agency is mandated to work with the Partner States Civil Aviation Authorities which retain the responsibilities of regulating the civil aviation activities in their territories covering licensing, approving, certificating and ensuring compliance and enforcing violations.

The institution in its current structure is mainly involved in three major functions:

- Harmonising operating Regulations to ensure that they meet the international standards and recommended practices;
- Developing standardised procedures for licensing, approving, certificating and supervising civil aviation activities; and
- Providing guidance and assistance to States including putting in place measures for resource sharing particularly for the technical personnel

One of the challenges facing the oversight system in the EAC Partner States is inadequate number of technical personnel with the appropriate skills required to fully carry out their safety oversight responsibilities. The main cause being inability of the Partner States Civil Aviation Authorities to attract and retain the technical personnel due to uncompetitive terms of service offered when compared to the rest of the industry. One of the advantages of establishing a regional organisation such as CASSOA is to resolve this problem by sharing of both technical and financial resources. Notably, however, the problem of attracting and retaining technical experts has been experienced by the Agency for failing to attract right candidates in technical positions intended for recruitment in the FY2010/11..

Various audits/gap analyses undertaken in the Partner States including the comprehensive systems approach of the Universal Safety Oversight Audit Programme (USOAP) between 2007 and 2008; ICAO security audits under the Universal Security Audit Programme (USAP) between July 2008 and February 2009; and the gap analyses under the Globe Aviation Safety Roadmap/Plan observed insufficient numbers of technical staff in all the oversight functions. CASSOA conducted an inspector skills audit in all the five Partner States which not only confirmed the deficit but also highlighted the challenge of attracting new inspectors and retention of the few qualified inspectors.

To address the challenge, CASSOA invites proposals by consultant firms to establish a mechanism for attracting and retaining appropriately qualified staff.

## **2) Objective of the project**

The objective of the project is to develop a regional strategy for attracting and retaining technical personnel with the appropriate skills required to fully carryout safety oversight responsibilities which will include:

- a) to develop a regional strategy for attracting and retaining aviation inspectors with the appropriate skills required to fully carryout safety oversight responsibilities.
- b) to develop and propose aviation inspectors terms of contract and remuneration structure that will contribute to the overall strategy of attracting and retaining aviation inspectors in the region;
- c) Propose an appropriate working/structural relationship between CASSOA and the Partner States CAAs in relation to technical experts in the civil aviation oversight system in the region

## **3) Scope and approach**

The scope of work includes the review of relevant regulatory and legal documentations, interviews, survey and development of a regional strategy for attracting and retaining technical personnel with the appropriate skills required to fully carryout safety oversight responsibilities.,

This assignment will focus on the results of the Inspectors' skills audit consultancy recommendations, looking at attraction and retention and addressing the challenges.

Specifically, the consultant shall undertake the following tasks:

- (i) Review the Inspectors Skills Audit Report and hold discussions with CASSOA Management and Partner States representatives to identify key challenges to be addressed;
- (ii) Identify and agree on a list of comparator organisations and conduct a survey of their existing service contract salary scales and conditions of service including job descriptions;
- (iii) Conduct a survey of existing service contract salary scales and conditions of service including job descriptions in the region;
- (iv) Compare existing terms in (ii) and (iii) above to facilitate an accurate determination of remuneration levels for various technical specialties and levels in each specialty;

- (v) Review the current organisation structure, mandate, pay scales in the region;
- (vi) Propose modalities of how the inspectors can be deployed regionally examining all relevant aspects such as administrative, economic and financial and legal including a cost-benefit study;
- (vii) Identify any required amendments to the Protocol, Draft CASSOA Act or Civil Aviation Acts in relation to mandate of the Agency and its relationship with Partner States CAAs;
- (viii) Propose an appropriate working/structural relationship between CASSOA and the Partner States CAAs in relation to technical experts in the civil aviation oversight system in the region ;
- (ix) Review the current funding mechanisms for civil aviation safety oversight in the region and propose alternative sources of revenue to meet the cost of financing the proposed organisation structure;
- (x) Present a detailed report from the interviews, surveys and subsequent findings of the study and recommendations thereon.

#### 4) Reporting Requirements

(i) **Inception Report:** The Consultant shall submit and present the Inception Report with a strategy and detailed work plan for fulfilling the TORs. This shall include a comprehensive list of key documents for review, list of stakeholders to consult/interview and a proposed schedule for surveys. The Inception Report shall be discussed and approved by CASSOA. Six (6) copies shall be submitted to CASSOA. In addition there shall be an electronic version. The inception report shall be delivered in two (2) weeks after signing of contract.

(ii) **Progress Reports:** The consultant shall prepare and submit monthly progress reports to CASSOA indicating the status of implementation of various tasks under scope of services.

(iii) **Draft Report:** The draft Report shall include evidence of the completion of all of the tasks set forth in the Terms of Reference and, among other things, include an executive summary, a draft regional strategy for attracting and retaining technical personnel comprising of a salary scale that matches other comparator organizations in the aviation market, benefits offered by comparator organizations for similar contractual modalities, proposal for new Terms of Reference that take into consideration levels and titles of similar job profiles in comparator organizations, a new feasible CASSOA organizational and pay structure, proposed funding mechanism for CASSOA and an implementation strategy, including detailed cost analysis and a phased implementation approach if necessary.

(iv) **Final Report:** The Consultant shall submit a Final Report after incorporating all the comments of CASSOA. The Final Report shall include an Executive Summary. Six (6) copies shall be submitted to CASSOA. In addition there shall be an electronic version. The report shall be delivered two (2) months after signing of contract.

#### 5) DELIVERABLES

The outputs and deliverables of the study shall be:

- (i) Proposed aviation inspectors attraction and retention strategy;
- (ii) Proposed aviation inspectors terms of contract and salary structure;
- (iii) Propose an appropriate working/structural relationship between CASSOA and the Partner States CAAs in relation to technical experts in the civil aviation oversight system in the region; and
- (iv) Proposed funding mechanism for the regional civil aviation oversight system.

## **6) Requirements of the Consultants**

The assignment shall be conducted by a consortium of consultants who have good regional knowledge and experience in working in civil aviation and related projects and programmes.

### **a) The Team Leader**

The Team Leader shall have at least a Masters degree in Human Resources or related field. He/She must have at least 8 years experience in the field of Human Resources or Administration, preferably at international level. Previous working experience within the ICAO or other International aviation bodies, preferably in the one or more African country is highly desirable. Extensive knowledge in Aviation Safety and Security requirements and previous experience in Salary Surveys is mandatory with at least 2 assignments of similar nature. As Team Leaders he/she must have experience in managing consultancy teams working on establishment of multinational organizations of a similar nature. Fluency in written and spoken English is mandatory and ability to communicate ideas freely and easily is essential. Regional experience and knowledge of French and Portuguese is an added advantage.

Other supporting team members of the team :

- (i) **Organisational Review Specialist** shall have
- (ii) Master's Degree in Business Administration or Industrial Engineering with a major in Organization development.
- (iii) Demonstrable experience in designing and drafting organizational policies
- (iv) Solid understanding of organizational structures, functions, theory, best practices, trends and design.
- (v) demonstrate a track record in a similar post.
- (vi) He/She must have undertaken at least two (2) assignments of similar nature within the last five (5) years

**b) Finance Management Specialist** shall have

- (i) Recognized professional accounting qualifications (CPA/ACCA).
- (ii) He/She must have undertaken at least two (2) assignments of similar nature within the last five (5) years.
- (iii) At least 5 years Experience in aviation
- (iv) He/She must have undertaken at least two (2) assignments of similar nature within the last five (5) years

**c) Aviation Specialist** shall have

- (i) been licensed Flight Standard safety inspector with at least 10 years of cumulative experience in aviation safety and security oversight functions. A post graduate qualification in Business Administration is an added advantage.
- (ii) been be well experienced with both regional (EAC) and international aviation issues for at least 5 years
- (iii) undertaken at least two (2) assignments of similar nature within the last five (5) years.

**7) Profiles of Consultant Firms**

The criteria for short listing firms will be:

- (i) Brief company profile, as relevant to the above mentioned terms of reference
- (ii) experience in the relevant areas
- (iii) Clientele
- (iv) A Concept paper for conducting the exercise, including methodology,
- (v) CV/Resumes of all team members, highlighting experience relevant to this exercise.

Individual CVs should not exceed 4 pages along with confirmation that the proposed team members will be available to undertake this exercise at the appropriate time.

- (vi) Work plan, showing tasks, timelines etc.
- (vii) Contact details of at least two references from among recent employers or clients
- (viii) One sample report from a prior consultancy assignment with content directly relevant to this assignment and completed by one or more of the proposed team members
- (ix) Certificate of incorporation / legal status

## 8) Time Frame

The services shall be completed within a period of 3 calendar months from the date of signing the contract (effective date).

## 9) Copyright for the Documents

The documents prepared shall be submitted in soft copy, in a **CD/DVD ROM** and a printed copy. The documents thus prepared will be fully owned by CASSOA including the rights associated with the document as specified in 4(iv).

## 10) Non-disclosure Agreement

Since the consultant will be working with information that may at times be classified, the recruited consultant is required to sign a non-disclosure agreement with the CASSOA during the time of signing of the Contract Agreement. The information or reference documents submitted to him must be returned upon completion of the Consultancy and be fully accounted for .

## 11) Time scale for the consultancy

The consultant is expected to complete this assignment within three months..

## 12) CASSOA's responsibility

CASSOA will:

- (i) Provide all the documentation and information needed for the consultancy
- (ii) Provide consultancy contract before the beginning of the assignment

- (iii) Pay the agreed consultancy fees as agreed and detailed in the contract.

## Financial Proposal Submission Form

[Location, Date]

To: [Name and address of Client]

Dear Sir/Madam:

I offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and the Technical Proposal. The attached Financial Proposal is for the sum of [Insert amount in words and figures]. This amount is exclusive of local taxes, which we have estimated at [insert amount in words and figures].

The Financial Proposal shall be binding upon subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

I also declare that have not in any state, been declared ineligible on charges of engaging in corrupt, fraudulent, collusive, or coercive practices. I furthermore, pledge not to indulge in such practices in executing the Contract.

I understand that, you are not bound to accept any Proposal you receive.

Signed:.....

Name of the Consultant:.....

Date:.....

### Summary of Costs

Cost Component	Costs (USD)
Remuneration (professional fees) including estimated and itemized Reimbursable and other Expenses	
Total	

### SECTION III: DRAFT CONTRACT FORM

THIS AGREEMENT IS MADE THIS .....day of ..... between the EAST AFRICAN COMMUNITY SAFETY AND SECURITY OVERSIGHT AGENCY (hereinafter called "*the Client*") on one hand **and (insert name of the consultant)**..... (hereinafter called "*the Consultant*") on the other hand

**WHEREAS**, the Client wishes to have the Consultant perform the services hereinafter referred to as Consultancy for developing an Inspectors Attraction and Retention Strategy for effective oversight of the civil aviation in the East African region and **WHEREAS**, the Consultant is willing to perform these services. The following documents shall be deemed to form and be read and construed as part of this Agreement;

1. The Client's Notification of Award;
2. Terms of Reference ( ToR);
3. Minutes of the Negotiation Meeting.

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

1. **Services**
  - (i) The Consultant shall perform the services specified in Terms of Reference, which is made an integral part of this Contract ("the Services").
  - (ii) The Consultant shall provide the services as indicated in the TOR to perform the Services.
  - (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Para (*Para 5 (V)* ) of the TOR, "Reporting Requirement".

2. **Terms** The Consultant shall perform the Services during the period commencing 1<sup>st</sup> October ,2011 and continuing through 31<sup>st</sup> December , 2011 or any other period as may be subsequently agreed by the parties in writing.

3. **Payment**
  - A. Ceiling**

For Services rendered pursuant to the ToR, the Client shall pay the Consultant an amount of ..... This amount has been established based on the understanding that it includes all of the Consultant's costs and profits, reimbursable expenses as well as any tax obligation that may be imposed on the Consultant.

**B. Schedule of Payments**

The following payment schedule is proposed:-

- (i) 1<sup>st</sup> payment of 30% of contract amount shall be made upon receipt and approval of the inception report and signing of contract
- (ii) 2<sup>nd</sup> payment 30% of contract amount shall be made

- upon submission of an acceptable interim report
- (iii) Third payment 30% of contract amount upon submission final report
- (iv) Final payment 10% upon approval and acceptance of final report and other deliverables by the Board of Directors.

**C. Payment Conditions**

Payment shall be made in **United Stated Dollars** .

**4. Project Administration**

**A. Coordinator**

The Client designated the **Principal Human Resource and Administration Officer** as Client’s Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for processing acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for the payment.

**B. Reports**

The Consultant will produce four reports (Inception, progress, draft and final) as detailed in item 4 of the Terms of Reference

**5. Performance Standards**

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.

**6. Confidentiality**

The Consultant shall not, during the term of this Contract after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client’s business or operations without the prior written consent of the Client.

**7. Ownership of Material**

Any studies reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software but shall not make use of them without prior authorization from the Client.

**8. Consultant Not to be Engaged elsewhere**

The Consultant agrees that, during the term of this Contract until after its termination, the Consultant will not be engaged in any other activity.

**9. Insurance**

The Consultant will be responsible for taking out any appropriate insurance coverage.

**10. Assignment**

The Consultant shall not assign this Contract or sub-contract any portion of it to a third party without the Client’s prior written consent.

11. **Law Governing Contract and Language** The Contract shall be governed by the Laws of Uganda and the language of the Contract shall be **English**.

12. **Dispute Resolution** Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration process of the East African Court of Justice

**FOR THE CLIENT**

*[Signature]*

**FOR THE CONSULTANT**

*[Signature]*

Signature: .....

Signature: .....

Name: .....

Name: .....

Title: .....

Title: .....

**WITNESS**

**WITNESS**

Signature: .....

Signature: .....

Name: .....

Name: .....

Occupation: .....

Occupation: .....

Address: .....

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