



The BACW's Bidding Commission hereby presents question made by companies with their respective answers.

REMARK: The questions presented in this "Questions and Answers" are numbered as they are answered by the Bidding Commission and may not match the numbering provided by the companies.

1. Origin - IFB Question - Do we need to bid ALL items under each project (platform/tab) in order to be considered?

ANSWER: Yes, since the Bid Award and Ratification (item 12 of the Invitation For Bid) shall be made in the criteria of the Lowest Global Price Per Project, each bidder must present unit prices and total prices for all items of the Project ("Aircraft") in which is bidding for.

2. Origin - PB Question - What is the condition of parts that is required? Will you accept New Surplus parts? Or only Factory New?

ANSWER: In accordance with item 6.2.1 of the Basic Project, Annex I of the Invitation for Bid, "The CONTRACTED PARTY must supply the GOODS, consumable items, contemplated by this PB in Factory New Condition." Moreover, "New Surplus" shall be accepted

3. Origin - PB Question - Delivery date, we have 90 days to deliver the parts after contract is sign. After the 90 days, we have 30 days to delivery for every request end user submit. Is this accurate? If it is, this is an impossible task, due to lead time of certain components.

ANSWER: The deadline foreseen on the Basic Project shall prevail. In case the deadline of 30 days cannot be fulfilled for a specific item due to a longer lead time, the BIDDER shall present the rationale that precludes the delivery of the item, which shall be analyzed by the Administration for the extension of the delivery time of the items and their consequences.

4. Origin - PB Question - Under Basic Project Plan section 12.3, calls out for certifications issued by agencies other than ANC, COMAER, ESA, FAA, etc. These are military materials, FAA, EASA, etc. does not control these materials. These materials will not come with any certification from these agencies besides an OEM certificate of conformance (COFC), if it is Factory New. Will you be able to accept?

ANSWER: The Certificate of Conformance (COFC) shall be accepted in case the certificates listed in the Basic Project cannot be presented.

5. Origin - PB Question - Does this contract only pertain to the part numbers listed on Annex IV, Excel sheet? Or will it also include other components that are not listed on Annex IV?

ANSWER: Only the items listed in the Annex IV of the IFB. It will be permitted only the substitution of alternate PN and/or superseded PN listed in the annexes

6. Origin - IFB Question - Does this contract also cover services?



ANSWER: *As per Item 2.1 of the Invitation For Bid, this solicitation aims for the “procurement of consumable items, commodities for use in the general overhaul, repair or exchange all cell components, equipment handling and transportation, in order to fulfill scheduled and unscheduled maintenance for the COMAER’S aircraft, both for the aircraft itself, as well as off-wing components of all repairable items in the aircraft, for AIPC, CMM, all aircraft systems and any other parts catalogue which mentions the aircrafts C-105 (C2), C/P-95, C-98, F-5, H-60, P-3, T-25, T-27, G-19, as per technical specifications and quantities presented in BASIC PROJECT PLAN Nº 010/DIRMAB/2018, Attachment I to Invitation for Bid”. Therefore, services are not included in this solicitation. Notwithstanding, whereas it appears the term “service” in the solicitation documents it refers to the generic meaning of “performing activities related to the Contract”.*

7. Origin - 1.4.28 TECHNICAL PUBLICATIONS – Technical documents pertaining to the AIRCRAFT, its systems, components, pieces of equipment, tools and EAS, comprising all Manufacturer Manuals and technical directives which may be used on CASA C-295 BR01 aircraft. **Question** - The object of the Basic Project establishes a coverage for 09 (nine) projects. Why definition "TECHNICAL PUBLICATIONS" is applicable only for CASA c-295 Aircraft?

ANSWER: *It refer to all the aircrafts. It was a typo.*

8. Origin - 3.1 Purchase of consumable items, goods for use in the general overhaul, repair or exchange of cell components, handling and transportation of equipment, for the purpose of delivering scheduled and unscheduled maintenance to COMAER aircraft, both the aircraft itself, as well as for off-wing components for all aircraft repairable components on AIPC, CMM, all aircraft systems (ATA) and any other catalog part mentioning the above aircraft. Question - It is requested to be clarified wheter the scope of the aquisition of goods is related to the lists presented in the Annex IV or wheter is the CONTRACTED party shall provide consumable items listed in the aircraft manuals, not limited to the goods listed in the Annex IV.

In both case, are engines and its accessories, as well as flight control surfaces, major structural components, landing gears and others, duly excluded?

ANSWER: *Only the items listed in the Annex IV of the IFB. It will be permitted only the substitution of alternate PN and/or superseded PN listed in the annexes*

9. Origin - 3.3 The list of consumable items per aircraft DOES NOT ensure the CONTRACTED PARTY the payment of total number of flight hours or minimum payment of the flight hour. The number of flight hours is merely a forecast based on historic flight hours for this project within the COMAER.

Question - With points presented above, shall the payments be made by means of flight hour or by means of the each consumable item provided?

ANSWER: *The payment shall be made per item delivered, as the items are requested.*

10. Origin - 5.1.1.1 The CONTRACTED PARTY shall be responsible for the supply of consumable items to fulfill the Object of this PB, as detailed here, without being limited, however, to the description below, taking into account the fact that the Object of this PB includes all of aircraft AIPC and vendor’s



manual: a. Basic Platform (the Basic Platform is made up by the aircraft and the basic systems, aircraft AIPC and CMM,, excluding only the items listed in 5.1.1.2). It includes the scheduled and unscheduled maintenance on the aircraft itself and on the fleet's repairable components for a 36 (thirty-six) month period; **Question** - It understands that the scope of the basic project is the acquisition/purchase of goods and in any case, bidders shall not be responsible for components repair services. Please, confirm.

ANSWER: *The Project is for the supply of consumable. Repair is not included. In case a supplied item is defective, the CONTRACTED PARTY shall deliver another item in Factory New of New Surplus condition.*

11. Origin - 5.1.1.3 The CONTRACTED PARTY shall perform the required activities for the supply of consumables for operation, whether for scheduled activities, in compliance with the technical guidelines of the equipment maintenance program, or for unscheduled activities, to restore the aircraft to adequate operational condition as well as its respective repairable items. **Question** - What kind of activities shall be performed for supplying goods? Is there any expectation?

ANSWER: *The expectation is that items are delivered within 30 days from their request in perfect usage conditions.*

12. Origin - 5.1.1.6 This MODULE shall entail all the items described in Attachment A, in accordance with the manufacturer's updated manual, aircraft AIPC and CMM. **Question** - As already mentioned before, please clarify if the goods to be provided are only those items duly defined in the Annex IV.

ANSWER: *Only the items listed in the Annex IV of the IFB. It will be permitted only the substitution of alternate PN and/or superseded PN listed in the annexes*

a. **Origin - 5.1.1.9** The CONTRACTED PARTY is contractually obligated to accept a COMPONENT in non-usable condition, and to replace it immediately, under the following conditions: a - Due to early deterioration or natural breakdown, or manufacturing defect. **Question** - Usually, the concept of "COMPONENT In Non-usable Condition" is applicable for components able to be repaired. Is it object of the Basic Project the repair service execution of components?

ANSWER: *It does not apply to repairable. Repair services are not included.*

13. Origin - 5.1.1.11 The responsibility for the GOODS shall be transferred from the CONTRACTED PARTY to the CONTRACTING PARTY upon receipt of the GOODS at the delivery locations stipulated by the CONTRACTING PARTY as BACW/BACE. Similarly, possession and responsibility **Question** - Usually, methodology presented herein is used on pool parts program for repairable components. If repair components service is not part of object of the Basic Project, what are the conditions this methodology shall be applied?

ANSWER: *It does not refer to being or not a repairable. It refers to property transference.*

14. Origin - (ERRATA) 5.1.2.2 Transportation and delivery logistics for the GOODS are as follows:

a) Supply and delivery of GOODS shall occur at the BACW Warehouse at 1701 22nd Street, N.W. – DC 20008 1931, Washington, D.C., United States INCOTERM FCA – BACW, or at the BACE Warehouse per INCOTERM FCA at the following locations: ENGLAND..., FRANCE..., ITALY..., GERMAN... b. All costs



associated with preservation, packaging, insurance, taxes, fees, warehousing, loading and unloading fees, port fees for the necessary inputs to perform the services contemplated by this Basic Project, these shall be under the CONTRACTED PARTY's responsibility and at its expense until the item is supplied and delivered to the BACW and BACE. **Question** - Previously to these articles, article 5.1.2.1 establishes that "The CONTRACTED PARTY shall be responsible for transportation and handling of the GOOD, including for all direct and indirect costs, such as- but not limited to- freight, fees, customs clearance (outside of Brazil), preservation, warehousing and insurance associated with moving the GOOD listed in the OBJECT of this Basic Project Plan, under the following conditions:

a. During the import/export of the GOODS destined for the delivery of the services contemplated by this PB, for delivery at BACW/BACE."

By means of the revised ERRATA, CONTRACTED PARTY shall delivery the goods in INCOTERMS FCA BACW or BACE. According to the International Chamber of Commerce, FCA Free Carrier, means: "'Free Carrier" means that the seller delivers the goods to the carrier or another person nominated by the buyer at the seller's premises or another named place. The parties are well advised to specify as clearly as possible the point within the named place of delivery, as the risk passes to the buyer at that point." It can be observed that bidders from and located at USA or in Europe can attend the specification defined by CABW without bring to CABW the obligations with import taxes.

In the case of bidders outside of the USA and Europe, with INCONTERMS FCA CABW/CABE the responsibility ends with the International Carrier in the country of the bidder. In this modality, the payment of international freight will be paid at destination by the importer / contractor (Collect), in this case, CABW.

We understand based on the article 5.1.2.1.a, where it is defined that the CONTRACTOR will be responsible for the transportation to the FAB receiving units abroad, which was not the intention of the contractor to revise the text. In this way shall be considered inconsistent the revision carried out in the bid, by means of Errata, requesting the delivery by the mode INCOTERMS FCA CABW or CABE's Locations article 5.1.2.2.a.

Therefore it is requested to be informed how bidders located outside USA and Europe shall consider the appropriated INCOTERMS for supplying the goods.

ANSWER: *As per Basic Project, ERRATA, item 5.1.2.2 a the GOODS shall be delivered in the points of delivered appointed at BACW (Maryland - USA) and BACE (ENGLAND, FRANCE, ITALY and GERMAN) with INCOTERMS FCA. Transportation from those places to Brazil shall be the CONTRACTING PARTY'S responsibility.*

15. Origin - 5.1.2.3 The costs for all GOODS involved in the AIRCRAFT maintenance operation must be included in the final price proposal submitted for the sale of the goods by the CONTRACTED PARTY.

Question - All goods described herein are those presented in Annex IV?

ANSWER: *Only the items listed in the Annex IV of the IFB. It will be permitted only the substitution of alternate PN and/or superseded PN listed in the annexes*

16. Origin - 5.1.2.4 The CONTRACTED PARTY shall cover custom costs (outside of Brazil) as well as transportation and warehousing costs (INCOTERMS DAP). **Question** - Once it was established by



ERRATA, article 5.1.2.2, that goods shall be delivered at FCA and the goods transportation shall be made by BACW/BACE in what circumstances this article shall be applied?

ANSWER: *As per Basic Project, ERRATA, item 5.1.2.2 the INCOTERMS to be considered for the delivery of the material shall be INCOTERMS FCA.*

17. Origin - 5.1.2.7 The CONTRACTED PARTY shall be responsible for transportation insurance for all GOODS under its responsibility. **Question** - It understands that the scope of this articles ends when the goods are delivered at conditions established in article 5.1.2.2a. Please, confirm.

ANSWER: *Confirmed*

18. Origin - 5.2 MODULE 2 – Provision for the Supply of Consumable Items during an Emergency– AOG. 5.2.1 The operating cycle for an AOG emergency shall be covered by this MODULE and payment shall be processed upon demand, per the following procedures: e) PAYMENT shall follow submission of an invoice pertaining to the direct cost of transportation. **Question** - It undertands that not only the cost of transportation shall be paid, being also considered the price of the good provided. Please confirm

ANSWER: *The cost to be paid, in AOG shall be the item plus transportation.*

19. Origin - 6.2 Supply of GOODS 6.2.1 The CONTRACTED PARTY must supply the GOODS, consumable items, contemplated by this PB in Factory New Condition. **Question** - Considering that some aircraft, scope of the bid, are out-of-phase program, supplying goods considered as repaired, surplus, used, etc, shall be acceptable?

ANSWER: *In accordance with item 6.2.1 of the Basic Project, Annex I of the Invitation for Bid, “The CONTRACTED PARTY must supply the GOODS, consumable items, contemplated by this PB in Factory New Condition.” Poderá ser aceito New Surplus*

20. Origin - 8.3.5 The payment shall be made via credit: to a bank checking account, whose details shall be supplied in writing by the CONTRACTED PARTY. The billing documents shall be addressed to the Aeronautical Material Depot of Galeão (PAMAGL). **Question** - It is requested to clarify if it is correct since the draft of the Contract shows that the CONTRACTING PARTY is the CELOG.

ANSWER: *As per the Contract Draft. The CONTRACTING PARTY shall be the Aeronautical Logistics Center (CELOG)*

21. Origin - 17.6 Attachment A is merely an estimate/forecast for the supply of consumable goods which may be required based on historic repair records performed within which each Aeronautical Project. IT DOES NOT GENERATE AN OBLIGATION FOR THE CONTRACTING PARTY REGARDING THE QUANTITY OF REPAIRS IN ATTACHMENT A; I.E. THE NUMBER OF REPAIRS MAY BE GREATER OR SMALLER, BASED ON AIRCRAFT OPERATIONS/DEMAND. **Question** - It understands that Attachment A mentioned in the Basic Project is the Annex IV presented in the IFB. Please confirm.

ANSWER: *Confirmed*



22. Origin - 17.6 Attachment A is merely an estimate/forecast for the supply of consumable goods which may be required based on historic repair records performed within which each Aeronautical Project. IT DOES NOT GENERATE AN OBLIGATION FOR THE CONTRACTING PARTY REGARDING THE QUANTITY OF REPAIRS IN ATTACHMENT A; I.E. THE NUMBER OF REPAIRS MAY BE GREATER OR SMALLER, BASED ON AIRCRAFT OPERATIONS/DEMAND. **Question** - It is also mentioned activities related to repair service. Please confirm the scope of the bid.

ANSWER: *Repair services are not included*

23. Origin - 18.4 Bidders shall compete by presenting proposals and indicating the proposal amount for each aeronautical project and its consumables. There may be more than one winner per project, thereby promoting the greatest possible competition; **Question** - Are bidders forced to submit price of each item of consumables of the Annex IV?

What is the effect for not providing price for some items?

ANSWER: *Yes, since the Bid Award and Ratification (item 12 of the Invitation For Bid) shall be made in the criteria of the Lowest Global Price Per Project, each bidder must present unit prices and total prices for all items of the Project ("Aircraft") in which is bidding for.*

24. Origin - 18.5 Should there be any component which is not related to the attachments but is part of the aircraft manual, its purchase shall be processed within the proposal for each project, given that it qualifies as the supply of consumable items upon DEMAND; **Question** - Are bidders forced to submit price of each item of consumables of the Annex IV?

What is the effect for not providing price for some items?

ANSWER: *Yes, since the Bid Award and Ratification (item 12 of the Invitation For Bid) shall be made in the criteria of the Lowest Global Price Per Project, each bidder must present unit prices and total prices for all items of the Project ("Aircraft") in which is bidding for.*

25. Origin - 3.1. Interested companies, whether registered with the BACW, operating in the field addressed by this Bid, may participate in this bidding process, in accordance with its founding document. **Question** - In case the company participates in this solicitation, how can we perform the registration with BACW? Can it be done in Brazil? In case of other current Contracts with the Brazilian Air Force, would that be enough for the registration within BACW?

ANSWER: *The registration / accreditation within BACW shall be made at the receiving of the Envelopes containing the Qualification Documents and Price Proposal in accordance with Clauses 5, 6 and 7 of the IFB at BACW. Moreover, all interested companies shall present envelopes with qualification documents and price proposal on date, time, and place of the opening of the open session for the bidding meeting as per item 5.4.1 and 5.4.6 of the IFB.*

26. Origin - 6.2. All documentation pertaining to ENVELOPE Nº 1 must be submitted in ENGLISH. All documents issued in any language other than ENGLISH shall present certified and notarized translations. **Question** - In case the Brazilian company participates individually in this solicitation, it is required the



necessity of translation of the documents into English? If that is required, it is necessary the certified ("Tradução Juramentada e apostilada")

ANSWER: Since the open sessions for this Bidding Process will be held at BACW in Washington D.C. (USA) and , as per item 6.1 of the IFB documents presented in other language than English shall be translated into English with certified and notazired translations, item 6.2 of the IFB.

27. Origin - Considering what it is presented on item 6.4.4 of the IFB, For Brazilian companies, the documents referenced in sub-items Error! Bookmark not defined., Error! Bookmark not defined. and 9 above shall be replaced by SICAF (Unified Suppliers Registration System) with valid dates, or alternatively the documents prescribed in articles 27 through 32 of Law 8.666/93 **Question** - Considering that there was a flaw with the file conversion from .doc into .pdf, please clarify

ANSWER: The Bidding Commission appreciates that the company brought that the BACW's attention. Therefore, please find the text with the corrected reference. "6.4.4. For Brazilian companies, the documents referenced in sub-items 6.4.1, 6.4.2 and 6.4.3 above shall be replaced by SICAF (Unified Suppliers Registration System) with valid dates, or alternatively the documents prescribed in articles 27 through 32 of Law 8.666/93."

28. Origin - 7.1. The proposal, which must be typed and written in ENGLISH, and presented in US dollars, must be clear, without corrections and erasures, duly dated and signed, with all its pages initialed by the bidder, in accordance with the Price Proposal Model, ANNEX IV and the Digital Version of the Price Proposal Model in EXCEL (.xlsx) format, made available at BACW's website for download.

Question - Being the Company a Brazilian Company, the price proposal and the annexes shall be translated into English?

ANSWER: As per item 7.1 of the IFB, the Price Proposal must be in accordance with the Price Proposal Model, Annex IV of the IFB and the spreadsheet made available at BACW's website, in the page of the publishing: <http://www.cabwnews.com/index.php/solicitations/188-188733-consumables-invitation-for-bid.html> Based on that, the Bidders must utilize the models made available on BACW's website.

Notwithstanding, In accordance with the Invitation For Bid 188733/CABW/2018 item 31.1, *Any doubts arising from the provisions of this Invitation for Bid may be the subject of consultation, in writing, to the **Bidding Commission** in charge of this bidding process, up to 48 hours before the delivery of the proposals.*

Based on that, the BACW's Bidding Commission reinforces that questions shall be submitted to con@cabw.org. Thus, only answers published in BACW's website are considered official and part of the solicitation file.

Furthermore, the Brazilian Aeronautical Commission appreciates the question, and stands available to clarify and explain any doubts or concerns in order to increase the BID quality. Any questions or concerns must be submitted to con@cabw.org

Note: This information has been made available at BACW website in the publishing for the related Bidding Process. <http://www.cabwnews.com/index.php/solicitations.html>