



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. **Question** – Referred document: **Basic Project**, Page 97, item 6.1.4: When you mention "engine maintenance plan", does this mean a Rolls-Royce Engine Maintenance Plan?

ANSWER: It's the BAF engine maintenance plan, established by PAMA-GL, which is the manufacturer plan with some modifications.

2. **Question** – Referred document: **Basic Project**, Page 104, item 7.2: Would the Contract Signature, Purchase Documents, Invoicing, and Payments be made from the BACW in Washington DC?.

ANSWER: Yes, it is.

3. **Question** – Referred document: **Basic Project**, Page 104, Item 8.3: Can this delivery location be in the United States? The BAF would then take ownership of the assets in the US and would ship them to Brazil..

ANSWER: No. The delivery must be done at the HOMEBASE designed by the MONITOR.

4. **Question** – Referred document: **Basic Project**, Page 106, Item 12.1.2: Can the final delivery take place within the US or the BAF waive all customs, duties, taxes on the movement of assets between the US and Brazil?.

ANSWER: No. The delivery must be done at the HOMEBASE designed by the MONITOR in accordance with INCOTERMS DAP

5. **Question** – Referred document: **Basic Project**, Page 106, Item 12.2.1: Can the final delivery take place within the US or the BAF waive all customs, duties, taxes on the movement of assets between the US and Brazil?.

ANSWER: No. The delivery must be done at the HOMEBASE designed by the MONITOR in accordance with INCOTERMS DAP

6. **Question** – Referred document: **Basic Project**, Page 107, Item 12.2.1.1: Can the final delivery take place within the US or the BAF waive all customs, duties, taxes on the movement of assets between the US and Brazil?.



ANSWER: No. The delivery must be done at the HOMEBASE designed by the MONITOR in accordance with INCOTERMS DAP

7. **Question** – Referred document: **Basic Project**, Page 108, item 13.4: As you may know, Rolls-Royce certifies companies such as OGMA and StandardAero as AMC (Authorized Maintenance Centers) to repair AE3007 engines . On this case, if Rolls-Royce wins the BID process, it is most likely that engines are repaired by these AMCs. Is this process acceptable by the BAF? would the BAF consider it as a subcontracting process?.

ANSWER: It will be a subcontracting procedure, because service will be performed by a different company. Any subcontracting must mandatorily be authorized by the Expenses Supervisor of the contract

8. **Question** – Referred document: **IFB**, Page 17, item 6.3.1.1.2: As you may know, Rolls-Royce certifies companies such as OGMA and StandardAero to repair AE3007. On this case, if Rolls-Royce wins the BID process, t is most likely that engines are repaired by these AMCs. Is this process acceptable by the BAF? Can Rolls-Royce present documents by proving that OGMA and StandardAero are AMCs?.

ANSWER: It will be a subcontracting procedure, because service will be performed by a different company. Any subcontracting must mandatorily be authorized by the Expenses Supervisor of the contract

9. **Question** – Referred document: **IFB**, Page 19, item 6.3.5.1: As I mentioned above, if Rolls-Royce wins the BID process, we will use our approved AMCs to repair AE3007. For this case, can we present documents from our AMCs to attend the Quality Requirements or from our Audit process on these AMCs?.

ANSWER: It will be a subcontracting procedure, because service will be performed by a different company. Any subcontracting must mandatorily be authorized by the Expenses Supervisor of the contract

10. **Question** – Referred document: **IFB**, Page 21, item 7.2:” ... The prices offered shall cover all expenses resulting from the supply of the products, directly or indirectly, including, but not limited to, which is described below: all costs such as fees and / or taxes...”- Does this include Customs Duties, Taxes, and Fees?.

ANSWER: No. The delivery must be done at the HOMEBASE designed by the MONITOR.

11. **Question** – Referred document: **IFB**, Page 21, item 7.5:” ... The quotas and taxes referenced by the BIDDER may not exclude the limits established by the applicable tax legislation...” - Does this include Customs Duties, Taxes, and Fees?.

ANSWER: No. The delivery must be done at the HOMEBASE designed by the MONITOR.



12. **Question** – Referred document: **IFB**, Page 34.10: How can we consider the DC District Court (US) as the official court of law for this case if the contract shall be signed with PAMAGL, a Brazilian military organization? Should not we consider CABW as the CONTRACTING PARTY from the BID process?.

ANSWER: The Contract shall be executed by CABW on behalf of the Brazilian Government (União Federal). Therefore, in case of any dispute in the DC District Court (US) the Brazilian Government may elect BACW to be the representative at Court.

13. **Question** – Referred document: **Basic Project**, Question – Basic Project Plan 6.12.5 BACW is requested to confirm the delivery of the material by the Contracted Party in accordance with DAP conditions, FAB homebase, Brazil (incoterms 2010).

ANSWER: Yes, it is confirmed. DAP conditions at BAF HOMEBASES.

14. **Question** – Referred document: **Basic Project**, Question - Basic Project Plan 8.2.1 BACW is requested to indicate the estimated time from the closing date for the delivery of the proposal up to the date of issue of the Service Order by the FAB legal representative, authorizing beginning of provision of services.

ANSWER: A forecast of the issuance of the service order depends on the signing of the contract and the delivery of the financial guarantee by the contracted company. We estimate a maximum term of 60 days after homologation and bid award.

15. **Question** – Referred document: **Basic Project**, Question - Basic Project Plan 12 The BACW is requested to confirm the following delivery conditions:

- a) FAB shall deliver the engines, equipment and LRUs to the Contracted Party in accordance with FCA conditions, FAB homebase location, Brazil (Incoterms 2010);
- b) the Contracted Party shall deliver the engines, equipment and LRUs to FAB in accordance with DAP conditions, FAB homebase location, Brazil (Incoterms 2010)..

*ANSWER: a) Yes, FAB will let material available at the dock of warehouse HOMEBASES and it will perform custom clearance in Brazil. CONTRACTED PARTY will perform custom clearance at MRO country.
b) Yes, CONTRACTED PARTY deliver the material at HOMEBASE assigned by contract MONITOR. BAF will perform custom clearance in Brazil. CONTRACTED PARTY will perform custom clearance at MRO country.*

16. **Question** – Referred document: **Basic Project**, 5.8.1.4, Are ICA65-8 and ICA12-23 by any chance available in an English version?

ANSWER: The ICA 65-8 and ICA 12-23 are internal documents of the Brazilian Air Force Command (COMAER) that regard to the actions of the agents of the Administration and their relationship with the Military Organizations. In any shape, they regard to the relationship between the CONTRACTING PARTY and the CONTRACTED PARTY. Based on that, the Brazilian Aeronautical Commission does not have the



documents in other language than Portuguese. Moreover, they do not interfere in the Proposal elaboration.

17. **Question** – Referred document: **Basic Project**, Do the TERMS AND CONDITIONS available on the CABW website apply to this IFB for:

- Clause 4 (a) thru (i) of the OBJECT? and/or
- Clause 4 (j) thru (m) of the OBJECT?.

***ANSWER:** No, it doesn't. The Terms and Conditions doesn't apply to this bid. In this case, the draft contract must be considered by the company.*

18. **Question** – Referred document: **IFB, LEGAL BASES**. Is there a possibility to get an English version of the Notice MCA 176-1?

***ANSWER:** The ICA 65-8 and ICA 12-23 are internal documents of the Brazilian Air Force Command (COMAER) that regard to the actions of the agents of the Administration and their relationship with the Military Organizations. In any shape, they regard to the relationship between the CONTRACTING PARTY and the CONTRACTED PARTY. Based on that, the Brazilian Aeronautical Commission does not have the documents in other language than Portuguese. Moreover, they do not interfere in the Proposal elaboration.*

19. **Question** – Referred document: **IFB**, Paragraph 6.3.2. Our proof of Aptness will also cover our subcontracted work? 6.3.3.3 and 6.3.3.4 (14.2.2.1) The fact that we and our subcontractors are FAA approved repair stations will this fact be sufficient to have our staff cover the requirement of this clause? Or How can we meet the requirements of this clause since CREA does not exist in the United States?

***ANSWER:** Quality control of subcontracted work is responsibility of CONTRACTED PARTY. BIDDER FAA register for the Technical Representative is acceptable, together with the declaration of an Engineering Society, proving that company Technical Representative is an engineer member of the Society.*

20. **Question** – Referred document: **IFB**, 6.3.5.1 Quality Guarantee (14.4) Our Quality Control Manual (“QCM”) is part of our intellectual Property we cannot provide it to meet this requirement. Would the Index of our QCM signed by our Quality Director be enough to meet the requirement of these clauses? Since we are Brazilian ANAC certified they have reviewed our QCM, would this be enough for us to meet the requirement? If Not, Can you please help us with suggestions of hw can we meet this requirement?

***ANSWER:** In the case BIDDER wins the BID, it must present a Quality Document, calling QCM and adding the specific requirements of this BID to this new Quality Document.*



21. **Question** – Referred document: **IFB**, 6.3.5.2 Same as above, we can ratify in written that our QCM covers all of these requirement but we will need to come to an understanding, from your point of view, if the solution proposed in the previous clarification is accepted by the FAB.

ANSWER: *In the case BIDDER wins the BID, it must present a Quality Document, calling QCM and adding the specific requirements of this BID to this new Quality Document.*

Notwithstanding, In accordance with the Invitation For Bid 184705/CABW/2018 item 28.1, *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 and no agents outside BACW should be copied in the e-mail. 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>