



The BACW's Bidding Commission hereby present questions made by companies with their respective answers.

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

Therefore, the Bidding Commission has answered previous questions on July 6, 2017, July 25, 2017, July 26, 2017, and July 28, 2017 and they are published on BACW's website.

81. **Question** - Regarding question and answer # 80, the bidder believes it would be in CABW's best interest to adjust the invitation for bid and attachment II to display as UNIT PRICE the whole contract cost. In its current form, the LOWEST UNIT PRICE **does not** reflect the lowest total cost to the administration.

**Answer** – The Bidding Commission restates what is foreseen in the Invitation For Bid, on its item 12.2 "The bid shall be awarded to the bidder who offers the LOWEST UNIT PRICE." Furthermore, as previously answered, and in accordance with item 7.16 of the IFB, "In order to achieve the UNIT PRICE, the BIDDER must add the Unit Prices for Module 1, Module 2, Module 3 and the Weighted Average for Module 4".

The rationale presented by the company only takes into consideration the contract value as a result of the presented prices on this bidding process. However, the Contract shall have fixed amounts for Module 1 and 2, and variable costs for Module 3 and 4, in accordance with its demand, as per Clause 20 of the IFB.

82. **Question:** *In the event of occurrence of the cases provided for in Sub-items 4.2.2.4 and 4.2.2.5 of the Basic Project is it correct our understanding that the Contractor shall be responsible for the repair of possible damages?*

**Answer** – There might be a confusion regarding to the term "Contractor" in the question. Therefore, assuming the question regards to the Contractor as the CONTRACTING PARTY, The Bidder's understanding is correct.

83. **Question:** *It is provided for, in sub-item 4.2.4.2.2.1, that the contractor, in its exclusive interest and if agreed by the parties, may revise the level of maintenance performed by FAB, at no cost to the Contractor. Since this would be an event not scheduled and financially immeasurable, it can not be predicted by the Contractor in their spreadsheet cost. Thus exposed, no liability imputed to Contractor for this purpose, as provided in sub-item 4.2.4.2.2.2, would turn into financial outlays not likely to be*



*previously calculated. In this case, in our view, would be up to Contractor, the costs of education and training of the mechanics involved in maintenance activities. Is our understanding correct?*

**Answer** – In order to avoid any misunderstanding in regards to the term “Contractor” used in the question, the Bidding Commission restates the text of the item 4.2.4.2.2.1 and 4.2.4.2.2.2 of the Basic Project, as follows:

*“4.2.4.2.2.1 In the course of contractual performance the level of maintenance performed by FAB may be reviewed in the CONTRACTING PARTY’s exclusive interest, provided that this revision is previously agreed upon between the CONTRACTING PARTY and THE CONTRACTED PARTY, without any onus to the CONTRACTING PARTY and through an Amendment, as per point “a” of item I of Art. 65 of Law N. 8.666”*

*“4.2.4.2.2.2 In this case, the CONTRACTED PARTY shall be responsible for providing education and training to the mechanics involved in maintenance activities, both at their facilities and with specialized company.”*

Based on the exposed text, if the CONTRACTING PARTY reviews the level of maintenance, through an amendment, the CONTRACTED PARTY shall be responsible for providing education and training to the mechanics involved in maintaining activities, without any onus to the CONTRACTING PARTY.

84. **Question:** *In analyzing the basic project - English Version published on the site BACW - <https://www.cabwnews.com/index.php/solicitations/114-afb-170623-lease-of-executive-jets.html>, such version, certifiably translated from the Portuguese version, it is found in sub-item 3.3.13 that the aircrafts may be new or used, as long as manufactured less than twelve (12) months ago. Is this information correct? (12) months?*

**Answer** – The BIDDING COMMISSION appreciates the pointed mistake and hereby states to all interested parties that the correction in the translation is made and must reflect the following text:

*“3.3.13. The aircraft may be used or new, provided it was manufactured less than **12 (twelve) years ago**, based on each aircraft’s deliver date to the CONTRACTING PARTY;”*

Since the Basic Project states that: *“DISCLAIMER: The English version is a certified translation of the original in Portuguese for information purposes only. In case of a discrepancy, the Portuguese original will prevail”*, the deadline for submitting proposal remains the same.



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\*\*](mailto: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>