



The BACW's Bidding Commission hereby present questions 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** – *We would like to request full current and historical reports (complete systems) of each C130 aircraft in the program.*

**ANSWER:** *This information will be provided during the Site Survey.*

**2. Question** – *We would like to know if it is acceptable under the terms and condition of the proposed contract to perform exchange of parts during the life of this program.*

**ANSWER:** *Yes, it's acceptable. It will be considered as a repair of the item removed from the aircraft.*

**3. Question** – *We see in the tender documents references to several Brazilian LAWS. Could you be so kind to send me the text of those laws in Portuguese and if possible in English?*

**ANSWER:** *Please, can you list the Brazilian Laws the Company would like to have a copy? I'd like to anticipate that only Portuguese versions are available.*

**4. Question** – *We would like to know if parts imported in Brazil for the support of this program can be imported under the Brazilian Air Force name or we should import it under our own name.*

**ANSWER:** *The Company may use Brazilian Air Force as End User of the item, so custom clearance will be done by the Air Force.*

**5. Question** – *How do you calculate the weighted points in the attachment C of the basic project plan? Is it the sum of the points achieved in each of the 16 different requirement in the technical aspect weighted by 40% PLUS the sum of the points achieved in each of the 11 different requirement achieved in the financial aspect weighted by 60%?*

**ANSWER:** *It is right.*

**6. Question** – *Is the QEC of the engines excluded from this contract?*

**ANSWER:** *No, only the engine T56A-15 identified by the PN 376190-77 and all components of its configuration is excluded.*

**7. Question** – *What does it mean that the materials shall be selected by the contractor? What criteria is used for such selection?*

*Your answer was:*

*From the 6<sup>o</sup> month to the 30<sup>o</sup> month, company will have the right to choose, from the FAB inventory, the material that will be furnished as part of the payment.*

*On Article 4 - OBJECT from the BASIC PROJECT PLAN*

*On sub Article 4.4 it says:*



Existing material in the CONTRACTING PARTY's stocks may be used for services, as a down payment on the installment for the material to be transferred in the following payment, as specified in the Payment clause.

Does this mean that we can ask for specific spare parts/components for services during the life of the contract? I am not sure how this relates to Article 12.3.5. Could you please clarify?

**ANSWER:** During the performance of a maintenance service, if the contractor requests parts from the client inventory, the commercial value of the parts will be deducted from the final price. In the case of C-130 logistic support contract, the commercial value of the parts from Brazilian Air Force inventory will not be deducted from the monthly invoice, but it will be considered as part of the inventory supposed to be transferred to the contractor. Doing this way, it's expected that, if contractor uses only few items, the inventory transferring as payment will not exceed 25% established at Basic Project.

**8. Question** – FAB maintenance plan seems different from last known USAF plan. On BAF plan, HSC and ISO are more frequent (less time between checks). Which one should be considered for maintenance planning on future contract?

**ANSWER:** According to PAMAGL Depot Base, responsible for C-130 Maintenance Plan, it follows USAF parameters. However, intervals between HSC, ISOCHRONAL and PDM may not be updated at BAF Maintenance Plan, depending on engineering analysis.

**9. Question** – Please clarify the following: handling fees - 21.2.5.3 "Handling fees charged by the CONTRACTED PARTY for each FAB item, in order to cover administrative fees associated with storing FAB material in its warehouses".

**ANSWER:** Handling fee is the percentage or a fixed price that CONTRACTED PARTY will charge from Brazilian Air Force to keep Air Force material, removed from aircraft or received from Brazilian Air Force Depot Base, stocked at company warehouse. This fee are charged to pay assurance, storage costs and etc.

**10. Question** – What are the contracted party's recourses available when they do not want to accept a part from the inventory? Can they only invoke missing airworthiness certificates missing? Or can they contest the part is not usable due to condition?

**ANSWER:** Contracted Party is not supposed to refuse Brazilian Air Force inventory parts if they have airworthiness certificates. No inventory part will be presented to the Contracted Party if it have no airworthiness certificates, even if it's serviceable. Inventory parts not serviceable do not have airworthiness certificates.

**11. Question** – Please clarify: Is the allowed subcontracting indeed 50% of the entire contract value or only 50% of the labor costs?

**ANSWER:** It's a legal requirement of Law 8666/93. These limits are established to allow Contracted Party contracting the repair services for aircraft components from MRO. Other way, Contracted Party should be supposed to perform all repairs of all aircraft components.



**12. Question** – Please clarify: what each module contains as the tender has conflicting information: are Isochronal in Module 1 and PDM in Module 3? Or are they both combined in Module 1 and Module 3?

**ANSWER:** ISOCHRONALS are listed at module 1, because it must be part of the price for flight hour. PDM is listed at module 3, because it is not part of the price for flight hour and it will be charged in a dedicated invoice. ISOCHRONAL is also included at module 3, because module 1 considers the ISOCHRONAL performed at Contracted Party premises, but, if for strategic reasons, Brazilian Air Force decides to perform an ISOCHRONAL at Air Force premises, additional.

**13. Question** – What is your definition of "unusual wear and tear"? What is your definition of "normal wear and tear"? How do these definitions apply to each module?

**ANSWER:** Unusual wear and tear are those damages caused by inadequate maintenance, operation, handling or storage. Usual wear and tear are those damages caused during the normal operation of the equipment or the component and are well known by the MRO. Usual wear and tear costs must be included as part of the price for the flight hour (module 1 and 2) and unusual wear and tear costs are not included as part of the price for flight hour and they will be charged at dedicated invoices, case by case.

**14. Question** – Are engine components/accessories included in the tender? Please define which components of the engines are part of the engine exclusions?

**ANSWER:** Engines components and accessories are excluded from the contract. All components, accessories and equipment that are part of the configuration of the PN 376190-77, T56A-15 ENGINE, are excluded from the contract. All other components of engine system that are not part of the configuration of PN 376190-77, T56A-15 ENGINE, and are listed at TO for C-130 aircraft are included at the contract.

**15. Question** – Can BAF share an accurate list of the inventory detailing what is serviceable and what is unserviceable?

**ANSWER:** The list attached to the Basic Project contains the best information BAF can present for all serviceable items from inventory. Due to the huge size of the inventory an accurate list is not feasible. An accurate list for unserviceable items is not feasible also, but the best information can be provided during the Site Survey.

**16. Question** – Aside from getting paid in inventory parts, is it actually possible for the prime to use any parts they want anytime for repairing the plane? Or are we limited to the 25% volume of the monthly invoice per month? What happens during a PDM then, if the required parts above 25% of the value delay the aircraft?

**ANSWER:** Parts from BAF inventory can be used anytime for aircrafts maintenance and will be included as part of the inventory that will be transferred to Contracted Party as part of the payment. It's not limited to 25% of monthly invoice. In the case Contracted Party decides to use more than 25% of monthly invoice, payment in currency will be less the 75%, because all material transferred to



*Contracted Party will be included as part of the transferring for payment. Contracted Party must evaluate what is better get the part from BAF inventory or from other supplier. PDM duration is not linked with the usage of BAF inventory. If PDM delays, BAF will apply the Administrative and Financial Sanctions predicted at the Contract.*

**17. Question** – *After analyzing a prior list of the BAF C-130 inventory, we noticed that a significant amount of inventory has been removed from the tender. We would like to understand why it was removed, and what the plan is for the inventory going forward as it will impact the pool of inventory available to the contracted party?*

**ANSWER:** *The present inventory list contains only items for aircraft and excludes engine, MAFFS and REVO system parts, any previous inventory list contains all C-130 inventory including engine, MAFFS and REVO system parts.*

**18. Question** – *If the contracted party needs more inventory parts than the 25% limit for that month invoice period, can they get the material in advance for use on the BAF aircraft?*

**ANSWER:** *In the case Contracted Party decides to use more than 25% of monthly invoice, payment in currency will be less the 75%, because all material transferred to Contracted Party will be included as part of the transferring for payment. Contracted Party must evaluate what is better get the part from BAF inventory or from other supplier.*

**19. Question** – *Does the contracted party get the credit for the exact value of the BAF inventory list, or can they contest the value given by BAF to parts?*

**ANSWER:** *The inventory parts that will be transferred to the Contracted Party will have their value adjusted following the depreciation rules established by Brazilian Air Force Administration. Because of this, contest will not be accepted.*

**20. Question** – *Please clarify: Basic project plan: Attachment E - payment of flight hour - table 8: why is the discount on flight hour for exchange of usable material at \$1,640.23 and the estimated cost of flight hour at \$3,857.99? This does not display a ratio of 25% to 100% based on BAF payment plan. How does this \$1,640.23 value compare to the "25% limit of flight hour payment through exchange of usable material" at as value of \$964.50?*

**ANSWER:** *Explanation of this can be find at item 12.3.4.1 of Basic Project. USD 1,640.23 represents the total value of BAF inventory divided by the 20.500 flight hours. USD 3,857.99 represents a reference price for the bid process. Depending on the flight hour price contracted by the Client, the value of the inventory to be transferred will change. It will be 25% of the flight hour price limited to USD 1,640.23, other way all inventory will be transferred to the Contracted Party before BAF flies the 20.500 FH planned by BA.*

**21. Question** – *Please clarify: Is there any hazardous material in the available inventory? If yes, please detail the storage conditions and requirement?*

**ANSWER:** *There is no hazardous material available to be transferred to the Contracted Party.*



**22. Question** – *Are shipping costs considered over and above/as needed/outside CpFH for locations outside of the contracted party’s location and the BAF location?*

**ANSWER:** *Yes, if BAF request a service or material transportation to a different place from those defined at the contract, i.e., Contracted Party and Client premises, the associated costs will be charged in a dedicated invoice.*

**23. Question** – *Paragraph 4.3 – “All costs associated with transportation, freight handling, and other matters must be included in payments referenced under item 4.2.” What does “other matters” refer to? Would that include customs fees or duties in Brazil?*

**ANSWER:** *Other matters refers to insurance, taxes, fees, duties and etc, including in Brazil. Only fees and taxes related to customs clearance in Brazil will be BAF responsibility.*

**24. Question** – *Please explain: what happens if the inventory is in factory new condition, has tags/certificates, but we do not want it? What if it is obsolete or what if it does not go on a C-130 aircraft? Do we then have the option to reject it?*

**ANSWER:** *If the inventory is in factory new condition and has its certificate, Contracted Party must accept it. Only inventory of the BAF C-130 configuration will be transferred to Contracted Party.*

**25. Question** – *For the evaluation and definition of structural repairs, do you want that the Company defines repair solutions for structural damages that are not covered by the SRM?*

**ANSWER:** *Yes, the Company engineers must propose the structural repairs and present it to Brazilian Air Force engineers for knowledge.*

Notwithstanding, In accordance with the Invitation For Bid 181301/CABW/2018 item 37.1, *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](mailto: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](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>