

DÉFENSE CONSEIL INTERNATIONAL

SPECIFICATIONS

Supply of airborne ISR means

1. PRESENTATION OF DEFENSE CONSEIL INTERNATIONAL

As reference operator for the Ministry for Armed Forces for the international transfer of French military know-how to the armed forces of nations friendly with France, DCI has been active, for more than 50 years, across the full spectrum of defence and national security.

DCI's services are certified "French Forces Training" and offers bespoke Consulting, Training and Assistance.

DCI has its headquarters in Paris and several locations throughout France. It is also present internationally, in particular in the Middle East with Qatar, Kuwait, the UAE and Saudi Arabia and in Asia, in Malaysia, in Singapore and in India.

DCI is pursuing its international expansion with innovative, high value-added solutions, through its development of new collaborations.

For any further information, refer to the site: www.groupedci.com.

2. PROJECT CONTEXT

The European Peace Facility finances an assistance measure to enhance the capabilities of the Beninese Armed Forces to protect the territorial integrity and sovereignty of Benin and its civilian population against internal and external aggression and to contribute to peace and stability in the region.

3. PROJECT DESCRIPTION

Within the framework of the assistance measure described in Article 1 above, DCI, the company in charge of implementing the assistance measure, is launching this call for tenders with the objective of setting up an intelligence, surveillance and reconnaissance (ISR) air system using an aircraft. The equipped aircraft to be delivered by supplier will be used for missions of observation and surveillance of the territory and border areas. The objective is to prevent attacks from non-state armed groups and, eventually, better protect the civilian population and the integrity of the Beninese territory (this equipment could be identified in the Common Military List of the EU).

4. EXPECTED DELIVERABLES AND SERVICES

The system is a civil single-engine turbine aircraft modified by the supplier for missions of collection of information, surveillance and reconnaissance.

The aircraft is a robust and economical vector, designed to operate on rough runways, of type grand Caravan or Kodiak 100 with full or two third engine potential.

A maintenance kit consisting of a set of spare parts for 1,000 flying hours must be supplied and delivered with the aircraft.

Specifications: Supply of airborne ISR means – 14/12/2023

• ISR sensors:

- o The aircraft is equipped with 15-inch class optronics sensors with high resolution cameras, day channel with spotter, infrared analysers, Short Wave Infra Red sensor and range finder Laser for coordinate accuracy;
- o It is also equipped with electromagnetic signal collection systems. In the UHF and VUHF range for track detection and direction finding;
- o An IMSI catcher shall cover and detect the GSM networks in the different bands used by neighbouring countries;
- o These sensors are used by the aircraft to collect real-time data, to survey large areas, detect suspicious activities, identify targets and collect intelligence.
- Data communication and transmission:
 - o The aircraft is equipped with a secured communication system to transmit real-time collected data to a ground station within line-of-sight to two headquarters located in the north of the country;
 - o It can also store data on board for further processing;
 - o Once the aircraft is made available, the beneficiary will be able to retransmit all the data collected to the central station.
- o Maintenance of the aircraft and associated ISR modules

At the delivery, the beneficiary will have to be in possession of equipment fully adapted to the missions of inspection and surveillance of its geographical areas.

The delivery place (DPU incoterm) is Cotonou (Benin) and the aircraft delivery deadline is maximum ten (10) months as from the signature of the contract.

PROJECT PLANNING AND CONTRACTUAL ASPECTS

5.1 Non-disclosure clause

The supplier and the customer agree to keep strictly confidential all information or document of any nature concerning the other party that could have been brought to their knowledge.

The parties shall take all measures necessary as regards their personnel to respect the confidentiality of the documents and information communicated within the project.

The supplier shall not use personally the data or files that could have been brought to their knowledge without the express permission of the customer.

Note: The non-disclosure agreement (NDA in Annex 6.4) must imperatively be signed and returned to us via email (electronic signature certificate) and by letter for you to have access to the details of the consultation and to the complete tender file. After signing the non-disclosure agreement, please send it back to the contacts indicated in Article 5.7 to have access to Annexes 6.5 and 6.6.

5.2 Conditions of purchase

DCI shall not accept any participation to expenses related to the proposal and response to this consultation and reserves the possibility to stop this consultation at any time without being liable for any compensation and without any obligation to order or establish a contract.

The supplier declares that the products and services meet all points of the common position 2008/944/CFSP if the supplies proposed in the offer include equipment listed in the Common Military List of the European Union.

The equipment specified in this list shall only originate from one of the following eligible countries, and shall only be supplied by one supplier or one subcontractor whose nationality is that of one of the following eligible countries:

Countries always eligible: EU 27 member states, International organisations, Albania, Bosnia and Herzegovina, Georgia, Iceland, Kosovo, Liechtenstein, Moldavia, Montenegro, North Macedonia, Norway, Serbia and Ukraine,

The following countries may also be eligible: Chile, Mexico, Aruba, Canada, Hong Kong, Israel, Japan, Singapore, South Korea, Switzerland, Taiwan, United Kingdom,

Any other country not listed above: any deviation with respect to this list is prohibited, unless a special derogation has been approved by DCI and the European authority.

Prices will be indicated and paid in Euros.

DCI conditions of purchase apply to the contractual relations binding DCI and its suppliers. By submitting his offer, the tenderer accepts the General Conditions and the Particular Conditions of purchase annexed to the contract project (Annex 6.5) as being the only basis of this procedure of call for tenders, whatever his own sales conditions, which he agrees to waive. All comments and/or reserves related to the application of these General Conditions and Particular Conditions shall be sent in an exhaustive manner in writing at the latest on the deadline for receiving the responses to this call for tenders in so far as the acceptance of these General Conditions and Particular Conditions of Purchase by the candidate supplier constitutes one of the decisive criteria for selection of the candidate by DCI. In the absence of such comments or reserves, the supplier declares that he accepts unreservedly the terms of the General Conditions and Particular Conditions annexed to the contract project (Annex 6.5) and agrees to respect them within the scope of the supply of the products and/or services which are the subject of this call for tenders.

The above-mentioned General Conditions and Particular Conditions shall prevail in the event of a contradiction or difference between the contractual documents, unless specified otherwise by provisions of law or regulations.

Annex 6.5 shall be dated and signed with the name and function of the signatory having power to engage his company, and the stamp of the company. The original copy is to be sent at the latest on Monday, 15 January 2024 at 12:00 (noon).

5.3 <u>Submission of the offer</u>

The response shall be submitted in electronic form via our Kiteworks/Accellion platform (access will be made available to you after sending the NDA signed by you to the persons identified in Article 5.7 below and shall imperatively include the following elements:

- A general presentation of your company,
- A presentation of your services and (products) and your policy in terms of CSR and health and safety at work,

Specifications: Supply of airborne ISR means – 14/12/2023

- Your customer references for services carried out on the same type of project, particularly in the defence and services to the armed forces sector if relevant,
- A commercial proposal detailing the tariffs of each item, the prerequisites if any, a provisional schedule (aligned with the delivery deadline set in Article 4 above), the methodology proposed and the possible internal load for DCI,
- The civil liability insurance certificate,
- A negative certificate of receivership,
- The vigilance certificate delivered by your collection organisation that mentions, in particular, that you are up to date with all your obligations relative to social security.
- The supplier's due diligence questionnaire, completed and signed with the requested documents
- The acceptance of the contract project (Annex 6.5)
- The unit price schedule (BPU) duly completed and signed
- The certificate of competence to submit an export licence

To be admissible, initial offers must be:

- Complete and definitive and established as requested in this Specifications document,
- Dated and signed with the name and function of the signatory having power to engage his company, and the stamp of the company.

Particular case:

It will be possible for the tenderer to involve subcontractors or partners in this project only if these are identified in the response to this call for tenders and then approved by DCI. The subcontractors must meet the same eligibility criteria as the candidate. In particular, the subcontractors must not be the object of restrictions in relation with the EU sanction list.

5.4 Call for tenders schedule

Consultation publication: 14/12/2023
Sending of questions by the candidates: until 18/12/2023
Publication of responses: 22/12/2023

Deadline for receiving the offers: 15/01/2024 at: 12:00 (noon)

Presentation of the offers by short-listed candidates: During Week of 15/01/2023

Choice of the Candidate: 01/02/2024
Beginning of the project: from the selection

DCI may be brought to modify this schedule and will notify it in writing to the candidates.

5.5 Validity of the offer

The offer will be valid 6 months from the date of reception of the offer.

5.6 DCI selection criteria

The choice of the service provider will be based on the following criteria:

- Acceptance of the contract project and of the general and particular conditions attached to it (Annex 6.5)
- Products and services from CML countries
- Comprehension of the mission: adequacy of the response to the Specifications
- Delivery date
- Proposed methodology / planning
- Overall amount of the offer
- Note: a performance bank guarantee shall be supplied by the selected candidate

Price and settlement

The commercial offer shall be detailed by phase

As a consequence:

• In the case whereby the service performance necessitates additional time, any possible additional cost will be entirely borne by the Candidate.

The contract is a contract with an obligation of results with a lump sum per phase accompanied by a deliverable.

The Candidate shall provide an accurate schedule of the service performance. Compliance with the schedule constitutes a decisive condition for DCI.

5.7 Data request and contacts

For additional information, please contact:

Stéphane JACQUEMONT Project Leader

<u>Stephane.jacquemont@groupedci.com</u>
For project management and work supervision, business need

Ségolène COUSIN

Buyer

Segolene.cousin@groupedci.com

and

Myriam TOUMI Procurement manager

<u>Myriam.toumi@groupedci.com</u>
For commercial and contractual aspects

question you may have to ask us. DCI shall send to all tenderers the questions/answers that may contribute to

Note: Please address your messages to all the contacts above for us to be able to respond effectively to any

Specifications: Supply of airborne ISR means – 14/12/2023

the good conduct of the tender process. For reasons of fairness, DCI shall provide answers to all tenderers on the site of DCI.

Attention points: No proposition shall be sent directly (that is to say personally) to the technical contact in any manner whatsoever (telephone, e-mail, letter, etc.) under penalty of exclusion from the call. Responses to this call for tenders have to be transmitted via the Kiteworks/Accellion platform.

6. ANNEXES

- Annex 6.1: Supplier due diligence questionnaire
- Annex 6.2: Unit price schedule (BPU)
- Annex 6.3: Questions/Answers
- Annex 6.4: Non-disclosure agreement (NDA)

The following Annexes will be sent to you on signature of the NDA:

- Annex 6.5: Contract project to be validated for the acceptance of the conditions of purchase
- Annex 6.6: Technical details