

Framework Contract (FWC) for the supply of service weapons (compact 9x19 mm semi-automatic pistol), ammunition and accessories

- Lot 1 - Compact 9x19 mm semi-automatic pistol, accessories and training
- Lot 2 - Ammunition

Terms of Reference and Technical Specifications

Annex II to the Invitation to Tender

Frontex/2021/0058/OP/MS/ZB

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Part I - Terms of Reference

1. Acronyms, Terms and Definitions

Acronyms / Terms	Definition
Accessories	Holsters set, and flashlights, three magazines for each pistol - one in the pistol and two in addition, and the relevant manuals and additional documentation
Armourers toolset	Toolset, necessary for disassembly and reassembly the pistol, if applicable
Agency	European Border And Coast Guard Agency
Break	The movement during which the trigger moves the sear (striker) to the point of release
Correctable malfunction	Malfunction possible to be corrected by the shooter with a malfunction drill
CWA 17094-2:2016 (E)	European Committee for Standardization, Police firearms technology - Part 2: Police pistol and support weapon - Recommendations. Published 21st of December 2016
C.I.P.	Commission internationale permanente pour l'épreuve des armes à feu portatives ("Permanent International Commission for the Proof of Small Arms")
Cleaning kit	Kit that includes, but not necessarily limited to, oil and barrel cleaning rod with brush
DDP	Delivered Duty Paid (Incoterms® 2020)
EC	European Commission
EU	European Union
Frontex	European Border And Coast Guard Agency
FWC/FWCs	Framework Contract/Framework Contracts
Holster set	The holster set for the semi-automatic 9x19mm pistols include: holster, platform to pistol mounted on the leg, belt mounting adapter, MOLLE mounting adapter, and magazine pouch
Malfunction	Correctable and non-correctable malfunction of pistol interrupting shooting and normal operation of the pistol
MS	Member States
Non-correctable malfunction	Malfunction requiring weapon repair by an expert in a weapons workshop
OF/OFs	Order Form/Order Forms
Over-travel	The distance a trigger moves after the sear (striker) releases
Pistol spare parts kits	Set consisting of extractor, firing pin, all springs, pins, screws used in the pistol, trigger set and spare sights set kit
ToR	Terms of Reference
Trigger set	Triger with trigger bar, connector/disconnector (when it's applicable)
Trigger pull weight	Maximum force required to the trigger to make a shoot including pre-travel, Break and over-travel of the trigger
Pre-travel	The movement of the trigger which happens before the sear (striker) moves
SAAMI	Sporting Arms and Ammunition Manufacturers' Institute
SAC	Schengen Associated Country

2. Purpose and scope

Frontex coordinates and organises joint operations and rapid border interventions to assist Member States at the external borders, including in humanitarian emergencies and rescue at sea. Frontex may carry out operations on the territory of non-EU countries neighbouring at least one Member State, in case of migratory pressure at a non-EU country's border.

This procurement procedure seeks to acquire service weapons, ammunition and accessories for the operational activities and training of European Border and Coast Guard standing corps.

Adherence to all the requirements of this tender specification shall be explicitly confirmed by the tenderer in his tender. Non-compliant and partially compliant tenders shall be rejected. This Terms of Reference and Technical Specifications shall become an integral part of each FWC that may be awarded as a result of this procurement procedure.

3. Description of deliverables

3.1. Deliverables per Lot

This procurement procedure is divided into two (2) Lots, as follows:

- Lot 1 - Compact 9x19 mm semi-automatic pistol, accessories and training, including the following set of supplies, and services:
 - Pistols:
 - Compact 9x19 mm semi-automatic pistols;
 - Cleaning kit;
 - Owner's manual and other documentation;
 - Armourers toolset;
 - Kits of spare parts for the 9x19 mm semi-automatic pistols.
 - Accessories:
 - Three magazines for each pistol;
 - Holsters sets for the semi-automatic 9x19mm pistols that include:
 - Holster;
 - Platform to pistol mounted on the leg;
 - Belt mounting adapter;
 - MOLLE mounting adapter;
 - Magazine pouch
 - Flashlights;
 - Manuals and other documentation for the accessories, where applicable.
 - Training services:
 - Training for armorers;
 - Training for shooting instructors.
- Lot 2 - Ammunition, including the following supplies:
 - 9x19 mm Full Metal Jacket (FMJ) ammunition;
 - 9x19 mm Deformation Ammunition.

Each tenderer may submit a tender for one or both Lots. However, for each Lot, all supplies and/or services required under the given Lot shall be offered in the tender, and tenders that do not cover all supplies and/or required under the given Lot shall be rejected.

All the information delivered in this Annex II, other Annexes and any other referred documents shall be taken into consideration by the tenderers in preparation of their tender and by the contractor(s) during the execution of the FWCs and of the Order forms awarded under the FWCs.

3.2. Estimated contract volume and indicative implementation plan for the Framework Contracts

The FWCs awarded on the basis of this procurement procedure shall cover the purchase of the supplies and services listed in Section 3.1, Deliverables per Lot.

The first OFs launched after the signature of the FWCs shall cover the needs for an estimated number of 1,000 officers, including reserve. Follow-up OFs may be needed to complement and support future development of the European Border and Coast Guard standing corps.

Table 1 - Indicative quantities and plan of implementation

No.	FWC for the supply of service weapons (compact 9x19 mm semi-automatic pistol), ammunition and accessories	Estimated quantity to be ordered				
		2021	2022	2023	2024	TOTAL
LOT-1						
1.1	Pistols					
1.1.1	Compact 9x19 mm semi-automatic pistols including cleaning kit, pistol's case, and owner's manual and other documentation	1,000	500	500	500	2,500
1.1.2	Pistol spare parts kits	100	50	50	50	250
1.1.3	Armorer's tools sets	20	20	20	20	80
1.2	Accessories, including manual and other documentation, for each accessory, where applicable					
1.2.1	Three magazines' set for each pistol	1,100	550	550	550	2,750
1.2.2	Holsters set for the semi-automatic 9x19mm pistols	1,100	550	550	550	2,750
1.2.3	Flashlights	1,100	550	550	550	2,750
1.3	Training					
1.3.1	Training per group of 15 armourers	2	2	2	2	8
1.3.2	Training per group of 15 shooting instructors	1	1	1	1	4
LOT-2						
2.1	9x19 mm Full Metal Jacket (FMJ) Ammunition	1,600,000	500,000	500,000	400,000	3,000,000
2.2	9x19 mm Deformation Ammunition	350,000	100,000	100,000	80,000	630,000

Note: The supplies and services can be ordered in sets with different configurations, established on the basis of the needs identified at the moment of ordering, or separately.

3.3. General requirements

3.3.1. Place and time of delivery

The ordered supplies shall be delivered DDP (Incoterms® 2020) at Frontex Headquarters storage facility in Warsaw (Poland) within the maximum delivery time stipulated in paragraph 3.3.2, Timeline for delivery in these Terms of Reference. The financial part of the tender shall list separately the price for each supply. The cost of the respective deliveries to Frontex Headquarters storage facility in Warsaw (Poland) shall be included in the price.

The delivery shall take place during working hours (Monday - Friday 09:00-17:00 excluding holidays). The exact delivery date and time shall be confirmed with the Frontex contract manager at least 48 h before the effective delivery.

Frontex may require delivery of the supplies to any other location in EU countries and non-EU European countries. In such case the delivery volume(s) and location(s) shall be communicated to the contractor before the signature of the OF.

The contractor shall organize the delivery of the supplies to selected location complying with the following requirements:

- The contractor shall ensure compliance with all the security related national regulations of the country that the supplies will be delivered;
- The contractor shall be responsible for obtaining the offer for delivery DDP (Incoterms® 2020);

- The contractor shall present the quotation for delivery DDP for Frontex acceptance with all necessary evidence that the price offered for the delivery of the supplies is at fair market value;
- Frontex may accept or refuse the quotation and organise the delivery on its own. In this case, the contractor shall deliver the supplies FCA (Incoterms® 2020) at a single location to be agreed between Frontex and the contractor;
- In case of accepting the quotation the contractor shall be liable to contract the delivery service provider and Frontex shall reimburse the actual cost of it based on the invoice(s), without any additional fees.

3.3.2. Timeline for delivery

Timeline for delivery refers to deliverables purchased by any Order Form issued within the Framework contract signed as a result of this tender.

3.3.2.1. Delivery of items and services purchased under Lot 1.

Delivery of items under Lot 1 shall happen within the following maximum terms:

- Delivery of pistols, and accessories as per para. 3.1, Deliverables per Lot shall happen within 120 calendar days after the date of signature of the respective Order Form by both parties;
- Delivery of trainings for shooting instructors and trainings for armourers shall happen within 10 calendar days after the first delivery of pistols. The exact dates of the training sessions shall be mutually agreed by both parties (contracting authority and contractor).

3.3.2.2. Delivery of items under Lot 2.

Delivery of any items purchased under Lot 2 shall happen within 120 calendar days for the first purchase order and within 60 calendar days for any other consequent order after the date of signature of the respective Order Form by both parties.

3.3.3. Liquidated damages for late delivery

See Article II.14 of the draft contract.

3.3.4. Minimum requirements

The supplies and services offered in the tender shall comply with the minimum requirements and minimum quality levels provided in Part II - Technical specifications of this Annex II. The minimum requirements are identified by the use of the word “shall”. Offers that don’t meet all the minimum requirements shall be rejected.

In addition, the supplies and services offered in the tender shall comply with applicable environmental, social and labour law obligations established by Union law, national law, collective agreements or the applicable international social and environmental conventions listed in Annex X to Directive 2014/24/EU.

3.4. Specific requirements for each deliverable

3.4.1. Supplies

The tenderers shall commit in their tender to deliver the supplies as described in Part II - Technical specifications of this Annex II for the respective Lots within the maximum delivery time for each supply.

All supplies delivered within this contract shall be:

- Fully compliant with the requirements and technical specifications as described in the Part II - Technical specifications of this Annex II;
- New and unused;
- Packed in appropriate way depending on the nature of the supply. The packages shall allow a quick identification of the type of the supply, quantity and features (e.g. serial number, Lot, expiration dates, etc.);

- Labelled with all the information required in the Part II - Technical specifications of this Annex II and the relevant storage, transportation, use, manufacturer and/or legal requirements toward specific supplies.

3.4.2. Training services

The tenderers for Lot 1 shall offer in their tender training services as described in Part II - Technical specifications of this Annex II.

3.4.3. Manuals and other Documentation

For each pistol, the contractor shall deliver Owner's manual and additional documentation, including, but not necessarily limited to:

- Pistol safety rules (safe handling of pistols);
- Operation of the pistol;
- Loading and unloading procedures;
- List of Serial Number and date of production of the pistols;
- Disassembly and reassembly procedures;
- Cleaning and maintenance.
- Functional description of the equipment;
- Detailed technical parameters;
- Complete parts list;
- Maintenance procedures;
- Procedures for fault finding and repair at user's level.

For each of the accessories, the contractor shall deliver manuals and other documentation, where applicable.

The documentation shall be in English, in a hard copy and in an electronic version.

3.4.4. Registration

The tenderer shall provide administrative support, related but not limited to customer service support, to ensure the pistols' registration in respective registries in the country of registration.

3.4.5. Warranty

The tenderer shall warrant that the supplies delivered in performance of the FWCs shall be free of any defect, shall be of state of the art quality, shall meet all applicable minimum requirements and minimum quality levels listed in this Annex II including Part II - Technical specifications of the supplies concerned, and shall meet all other applicable commitments made by the tenderer in its tender.

Supplies to be repaired or replaced shall be made available by Frontex EXW (Incoterms® 2020) at Frontex Headquarters storage facility in Warsaw (Poland). Supplies repaired or replaced shall be delivered by the Contractor DDP (Incoterms® 2020) to Frontex Headquarters storage facility in Warsaw (Poland).

The tenderer shall provide a warranty for the following products as follows:

- a. For the pistol only: at least for a period of 5 years, following the date of the delivery of each order.
- b. For the accessories, the cleaning kit, the armourers toolset, kit of spare parts, and the pistol's case: at least for a period of 2 years, following the date of the delivery of each order.
- c. For the ammunition: at least for a period of 3 years, following the date of the delivery of each order.

During the warranty period, in case the contracting authority identifies a failure / malfunction, as well as effects of natural wear of supplied product, the following process shall be applied:

- a. The contracting authority notifies the contractor regarding the failure / malfunction issuing a warranty claim, by email. The form of the warranty claim shall be mutually agreed by the contracting authority and the contractor.
- b. The contracting authority ships the defected product / accessory to the premises of the contractor, under contractor's shipping expenses and arrangement (special transportation totally managed by the contractor).
- c. Within 15 calendar days after the date of the warranty claim was issued, the contractor shall provide by email to the contracting authority a relevant failure report, describing the nature of the defect, and the estimated resolution method (repair or replacement by new and same type and model as per the offered one). Any parts used for the repair shall be original equipment manufacturer parts.
- d. After the resolution, the contractor shall ship (special transportation totally managed by the contractor) the repaired or replaced product to Frontex Headquarters not later than 30 calendar days from the date when the respective warranty claim was issued, and the contractor shall issue a repair report. The repair report shall include:
 - i. Reference to the warranty claim
 - ii. Nature and description of failure
 - iii. Resolution method (repair or replacement by new)
 - iv. Date of dispatch
 - v. If the defect product is repaired
 - 1) Description of preformed service / repair activities
 - 2) List of replaced parts, with reference to their part numbers, if applicable
 - 3) Description of verification procedure and their results (for recertifying the product ready for use)
- e. After receiving the repaired or replaced product, the contracting authority shall inform by email the contractor within 15 calendar days on the acceptance or not of the respective resolution. In case of:
 - i. acceptance, the warranty claim will be considered closed.
 - ii. non-acceptance, the contracting authority shall notify by email the contractor, providing the appropriate justification, and return the defect product to the contractors' premises, under contractor's shipping expenses and arrangement. In such a case, the contractor shall replace the defected product by a new one, and ship the new product not later than 10 calendar days from the date of the above mentioned non-acceptance notification.

The warranty shall not cover defects caused:

- a. by failure of the user to operate or maintain the supplies in accordance with the applicable manuals and other documentation;
- b. by not suitable use of the product, due to *force majeure*.

The warranty period shall be prolonged by the time between the date of issuing the warranty claim, and the date of receiving at the Frontex Headquarters the repaired or replaced product, under the condition that the resolution is accepted by the contracting authority.

The Contractor shall be liable for a penalty for each calendar day exceeding the delivery time. The penalty per calendar day shall be 0.1 % of the respective product's value.

3.4.6. After sales support

The Tenderer shall guarantee, with a written statement in the offer, the availability and supply of all offered parts of the products, as follows:

- a. For the pistols and magazines: for a period of at least 15 years, from the date of the first delivery.
- b. For the accessories, the armourers toolset, the cleaning kit, and pistol's case, but except the magazines: for a period of at least 10 years, from the date of the first delivery.
- c. For the ammunition: for a period of at least 5 years, from the date of the first delivery.

3.4.7. Obsolescence management

The tenderer shall declare that:

"After the delivery of the products, in case a delivered product becomes obsolescent^[1], obsolete^[2], or unavailable^[3], the contractor shall send in time a product change notification to Frontex proposing a resolution. The proposed resolution shall guarantee that all related to the resolution products shall be equivalent or improved, interchangeable and compatible with all other deliverables. The proposed resolution shall meet or exceed all the requirements as per the ToR and the Technical Specifications, and the characteristics described in the offer so that the product would maintain its operability until the implementation of the resolution. The proposed resolution needs to be approved by Frontex.

The cost of the implementation of the resolution shall be covered by the Contractor during the respective periods as per the above paragraph 3.4.6, After sales support."

4. Performance of FWC

4.1. Order Form establishment process

This FWC will be implemented through Order Forms (OF).

An OF template is presented in Appendix to Annex III Draft framework supply contract.

When supplies or services covered by a FWC are needed, Frontex may issue and send to the Contractor an OF, providing all the necessary details not specified in the FWC (e.g. quantity, delivery destination(s), etc.). If the determination of some or all of these details require some form of concertation between Frontex and the Contractor, such concertation shall take place before the OF is issued by Frontex.

The Contractor shall send the counter-signed and dated OF back to Frontex within maximum five (5) working days.

Once the OF is signed by both parties, the performance of the order shall start.

4.2. Performance guarantee

For every OF of an amount higher than 1.000.000€ (VAT not included) and for which the guaranteed maximum delivery time is longer than ninety (90) calendar days, the Contractor shall provide a performance guarantee of 5% of the total value of the OF. The form of such performance guarantee shall be agreed between Frontex and the Contractor before signature of the OF.

Such performance guarantee shall be fully released upon acceptance of the supplies or services covered by the OF, within a period of thirty (30) calendar days following the provision of the notice of Acceptance by Frontex.

4.3. Language

For the performance of the FWC and OF, all communication and correspondence of any kind, whether written or spoken, shall be made in English.

4.4. Payments

Any invoices shall indicate the Frontex' OF number to which it refers and shall be sent in pdf format to the following address: invoices@frontex.europa.eu with a copy to Frontex's project manager.

^[1] Obsolescent is a component which is subject to an announced future end of production date by the original manufacturer.

^[2] Obsolete is a component which is no longer available from the original manufacturer to the original specification

^[3] Unavailable in a component which is no longer available from stock, or is no longer procurable from any sources e.g. authorised aftermarket manufacturers / distributors.

As a principle, Frontex shall make all payments related to one OF within 30 calendar days after the provision by Frontex of the written notice of acceptance and upon receipt of the invoice, whichever comes later.

In case the value of the OF is equal or superior to 100.000 EUR excluding VAT or other taxes, the contractor may request a 30% advanced payment. The advanced payment request may be issued by the Contractor upon the signature of the OF, and shall issue an invoice for the advanced payment amount (pro-forma invoices are not accepted). Frontex shall pay such invoice within 30 calendar days of its receipt.

5. Deliverables acceptance procedure

5.1. Requirements Traceability Matrix

The contractor shall submit to the contracting authority at least 60 calendar days before the contractual delivery deadline of the first orders of the pistols, their accessories (Lot 1), and ammunition (Lot 2), a requirements traceability matrix, which includes the followings:

- a. all the requirements in the terms of reference and technical specifications
- b. the technical specification, of the offered pistol, accessories, and ammunition
- c. the proposed verification method for each requirement, and a short description of each of the verification methods. Those verification methods can include but not limited:
 - i. external verification tests
 - ii. documentation review
 - iii. testing
 - iv. demonstration
 - v. visual inspection
- d. Frontex shall send comments, if any, on the submitted by the contractor requirements traceability matrix, within 15 calendar days of the date of the submission of the requirements traceability matrix. The acceptance tests can only be executed if both the contractor and the contracting authority agree on the content of the verification methods and the relevant descriptions in the requirements traceability matrix. If the tenderer has offered a pistol or a certain accessory with a specification that meets and exceeds a number of the minimum requirements (for example the warranty period), which is also scored as per Table 1 and 2 of the tender specifications, then the verification method shall refer to the relevant offered requirements, and not the minimum ones.

5.2. External verification tests

After the acceptance of the requirements traceability matrix, and before the delivery of the pistols and their accessories, the Contractor shall organised and perform external verification tests in order to prove following requirements in the technical specifications of Lot 1:

Table 2 - Requirements to be verified at the external verification tests

No	Paragraph of the Technical Specifications	Requirement	Notes regarding the scoring Table 1 of Lot 1 in the Tender Specifications (Annex I)
1	2.2.2.6	Pistol shall withstand pressure of the +P ammunition for at least of 100 sequential shots (according SAAMI Z299.3 -2015 or equivalent).	For performance greater than 100 sequential shots (min requirement), the relevant test results should be proved in order to be scored accordingly
2	2.2.2.92.2.2.9.1	The pistol's correctable malfunctions shall not exceed 2% for at least 100 sequential shots, under the conditions	

		described as per the following requirement:	
2.1	2.2.2.9.1	The pistols shall function equally across a temperature range from -30 °C up to 50 °C after exposing to the environment according to the test described in MIL STD 810 G - Test Method 501.5 - High Temperature (or equivalent) and MIL STD 810 G - Test Method 502.5 - Low Temperature tests (or equivalent).	
2.2	2.2.2.9.2	The pistol performance shall not decrease when exposed to transient splashes of water, such as a rain shower or exposure to an indoor sprinkler system as described in MIL STD 810 G - Test Method 506.5 - Rain test (or equivalent).	
2.3	2.2.2.9.3	The pistol shall remain operational when exposed to temporary immersion in water, such as a lake, river, sea, or swimming pool as it is described in MIL STD 810 G - Test Method 512.5 - Immersion (or equivalent).	
2.4	2.2.2.9.4	The pistol performance shall not decrease when exposed to mild corrosive substances, such as human sweat, pool water, sea and river water and acids as described in MIL STD 810 G - Test Method 509.5 - Salt Fog (or equivalent) and MIL STD 810 G - Test Method 518.1 - Acidic Atmosphere (or equivalent).	
2.6	2.2.2.9.5	The pistol performance shall not decrease when exposed to a dusty environment according MIL STD 810 G - Test Method 510.5 - Sand and Dust (or equivalent).	
3	2.2.2.10	The number of correctable malfunctions according to testing methodology described in CWA 17094-2:2016 recommendations point 6.3.1 Malfunctions (or equivalent), shall not exceed 2‰ (2 of thousand)	For performance better than the minimum requirement (less than 2‰), the relevant test results should be proved in order to be scored accordingly.
4	2.2.1.15	The pistol performance shall not decrease and the pistol shall not discharge with round in the chamber and ensure reliable locking of a full magazine, when exposed to mechanical shock, such as being dropped on pavement or concrete from the 1.5 m height as described in MIL STD	

		810 G - Test Method 516.6 - Shock (or equivalent).	
5	2.2.2.16	The centres of all hits of three 5-shot groups shall be inside a circle of 50 mm diameter at 15 m according testing methodology, conditions and procedure described in CWA 17094-2:2016 recommendation paragraph 6.2.1. Precision (or equivalent).	For performance better than the minimum requirement (less than 50mm), the relevant test results should be proved in order to be scored accordingly.
6	2.2.2.17	The bullet yaw angle of the reference service ammunition at 5 m shall not be excessive according testing methodology and procedure described in CWA 17094-2:2016 recommendation paragraph 6.2.2. Bullet stability (or equivalent).	

The external verification tests shall be performed with the same model of pistol and parts, configuration and parameters corresponding to the one submitted in the offer.

The external verification tests shall be executed by an expert laboratory. The expert laboratory is an organisation that shall fulfil the following conditions:

- It is located in the EU;
- It is accredited by a recognized accreditation body;
- Is certified according ISO/IEC 17025:2017 standard, or newer, *General requirements for the competence of testing and calibration laboratories*, or equivalent;
- It is able to recreate test methods and conditions according to the standards described in the technical specifications, required for the items in Lot 1;
- It is independent from the Contractor and manufacturers of the pistol and accessories to be tested;
- It possesses test equipment needed to carry out the required tests;
- It has already carried out commercially required test services for other organisations.

If other external verification tests of the above mentioned requirements have been already executed for the offered pistol and accessories (Lot 1), under the same conditions as above, and the standards mentioned in the current technical specifications, less than 5 years before the date of the submitting of the offers, then the contractor has the right to submit the relevant results to the contacting authority, at the same time with the submitting of the requirements traceability matrix. If the contracting authority approves those previously executed external verification tests, then those tests, for the specific requirements, do not have to be repeated. The results of the previously executed external verification tests can be used by the tenderer as evidence for the technical requirements of the technical specifications, as per the tender specifications.

Frontex reserves the right to:

- a. witness / participate in the external verification tests (all expenses for Frontex staff will be covered by Frontex);
- b. request the Contractor to perform additional verification tests by another expert laboratory, selected by Frontex. The transportation and other expenses related to the additional verification tests will be covered by Frontex. In this case the Contractor will be granted additional time needed for the implementation of the tests and the deadline of the delivery will be extended accordingly.

5.3. All other verification tests

For all verification methods other than the external verification tests, after the approval of the requirements traceability matrix by the contracting authority, the contractor shall invite the contracting authority to witness / participate in the verification procedures at the contractor's premises in the EU, or in Warsaw. If the

verification procedures take place in a different location in the EU, than Warsaw, the travel and accommodation expenses of Frontex staff, will be covered by Frontex. These verification tests shall be performed, for a commonly agreed by the contractor and the contracting authority number of samples of pistols and accessories (Lot 1), and ammunition (Lot 2). The agreed number of samples shall be included in the tests' descriptions of the requirements traceability matrix. The mentioned number of samples doesn't have to be more than 10.

5.4. Acceptance tests protocol

After the execution of all the acceptance tests, the contractor and the contracting authority shall mutually sign the acceptance test protocol. After signing of the acceptance test protocol, all contractual supplies shall be delivered to the contracting authority, as per paragraph 3.3.1, Place and time of delivery.

In the event Frontex provided a justified notice of partial or non-acceptance, it shall have the continuing right, at its sole discretion and without precluding its legal rights deriving from the contract, to:

- Refuse to pay any fees or other amounts associated with such supplies or services and return the supplies concerned to the Contractor at the Contractor costs, or require a new performance of the services concerned;
- Accept such supplies or services on the condition that the price payable with respect thereto shall be reduced or discounted to reflect, to Frontex' satisfaction, the deficiencies present therein or the costs likely to be incurred by Frontex to correct such deficiencies; or
- Terminate the contract and/or seek any and all available remedies, including damages.

Part II - Technical Specifications

1. Acronyms, Terms and Definitions

Acronyms / Terms	Definition
Accessories	Holsters set, and flashlights, three magazines for each, and the relevant manuals and additional documentation
Armourers toolset	toolset, necessary for disassembly and reassembly the pistol, if applicable
Agency	European Border And Coast Guard Agency
Break	The movement during which the trigger moves the sear (striker) to the point of release
Correctable malfunction	Malfunction possible to be corrected by the shooter with a malfunction drill
CWA 17094-2:2016 (E)	European Committee for Standardization, Police firearms technology - Part 2: Police pistol and support weapon - Recommendations. Published 21st of December 2016
C.I.P.	Commission internationale permanente pour l'épreuve des armes à feu portatives ("Permanent International Commission for the Proof of Small Arms")
Cleaning kit	Kit that includes but not necessarily limited to oil and barrel cleaning rod with brush
DDP	Delivered Duty Paid (Incoterms® 2020)
EC	European Commission
EU	European Union
Frontex	European Border And Coast Guard Agency
FWC/FWCs	Framework Contract/Framework Contracts
Holsters sets	The holsters sets for the semi-automatic 9x19mm pistols include: holster, platform to pistol mounted on the leg, belt mounting adapter, MOLLE mounting adapter, and magazine pouch
Malfunction	Correctable and non-correctable malfunction of pistol interrupting shooting and normal operation of the pistol
MS	Member States
Non-correctable malfunction	Malfunction requiring weapon repair by an expert in a weapons workshop
OF/OFs	Order Form/Order Forms
Over-travel	The distance a trigger moves after the sear (striker) releases
Pistol spare parts kits	Set consisting of extractor, firing pin, all springs, pins, screws used in the pistol, trigger set and spare sights set kit
ToR	Terms of Reference
Trigger set	Triger with trigger bar, connector/disconnector (when it's applicable)
Trigger pull weight	Maximum force required to the trigger to make a shoot including pre-travel, Break and over-travel of the trigger
Pre-travel	The movement of the trigger which happens before the sear (striker) moves
SAAMI	Sporting Arms and Ammunition Manufacturers' Institute
SAC	Schengen Associated Country

Every time this technical specification refers to a specific specification, standard or other reference document, and where the solution proposed in the tender does not meet the requirement of such specification, standard or other reference document, the tenderer shall prove, by any appropriate means, that the solution proposed satisfies, in an equivalent manner, the requirements defined in this technical specifications.

In this technical specification, minimum requirements and minimum quality levels are identified by the use of the words "shall", and compliance with such requirements and quality levels is mandatory. Contract award criteria are identified by the word "shall", and compliance with such criteria will be evaluated in order to rank the received tenders.

Failure to provide, in the tender, the information and any needed supporting documentation necessary to evaluate a minimum requirement or minimum quality level shall render the tender irregular. Failure to provide the information and/or supporting documentation necessary to evaluate an award criteria shall not render the tender irregular, but shall result in a mark of zero for this award criteria.

2. LOT 1 - Compact 9x19 mm semi-automatic pistol, accessories and training

2.1. Supplies and services in Lot 1:

2.1.1. The Compact 9x19 mm semi-automatic pistols shall include:

- 2.1.1.1. Cleaning kit;
- 2.1.1.2. Pistol's case;
- 2.1.1.3. Owner's manual and other documentation, including, but not necessarily limited to:
 - 2.1.1.3.1. Rules of pistol safety (safe handling of pistols);
 - 2.1.1.3.2. Operation of the pistol;
 - 2.1.1.3.3. Loading and unloading procedures;
 - 2.1.1.3.4. List of Serial number and date of production of the pistols;
 - 2.1.1.3.5. Disassembly and re-assembly procedures;
 - 2.1.1.3.6. Cleaning and maintenance.
 - 2.1.1.3.7. Functional description of the equipment;
 - 2.1.1.3.8. Detailed technical parameters;
 - 2.1.1.3.9. Complete parts list;
 - 2.1.1.3.10. Maintenance procedures;
 - 2.1.1.3.11. Procedures for fault finding and repair at user's level.
- 2.1.1.4. Armourers toolset;
- 2.1.1.5. Kit of spare parts for the 9x19 mm semi-automatic pistols.

2.1.2. The accessories shall include:

- 2.1.2.1. Owner's manual and other documentation, for each accessory, where applicable;
- 2.1.2.2. Three magazines for each pistol;
- 2.1.2.3. Holsters sets for the semi-automatic 9x19mm pistols that include:
 - 2.1.2.3.1. Holster;
 - 2.1.2.3.2. Platform to pistol mounted on the leg;
 - 2.1.2.3.3. Belt mounting adapter;
 - 2.1.2.3.4. MOLLE mounting adapter;
 - 2.1.2.3.5. Magazine pouch
- 2.1.2.4. Flashlights;

2.1.3. The training services shall include:

- 2.1.3.1. Training for armorers;
- 2.1.3.2. Training for shooting instructors.

2.2. 9x19 mm calibre semi-automatic pistol

2.2.1. General

- 2.2.1.1. The 9x19 mm semi-automatic pistols offered in the tender shall be of one single type and model.
- 2.2.1.2. The pistol type and model shall be an existing design, be already in production, and be in use with one or more law enforcement agencies in the European Union or NATO.
- 2.2.1.3. Date of manufacturing of the pistol shall not be earlier than 3 years at delivery date.

2.2.2. Technical requirements for the performance of the pistols

- 2.2.2.1. All parts shall be interchangeable between different delivered pistols.
- 2.2.2.2. For field stripping the pistols shall not require use of any tools.
- 2.2.2.3. All essential parts according current revision of The Directive 91/477/EEC on common minimum rules for the control of the acquisition and possession of firearms in the EU shall be marked with the same serial number.
- 2.2.2.4. The pistols shall be ambidextrous and have all parts needed (installed or included) to adjust its use for left and right hand shooter.
- 2.2.2.5. The manufacturer shall guarantee that each pistols is capable of repeated operation without damage or decrease in performance for at least of 20,000 rounds.
- 2.2.2.6. Pistol shall withstand pressure of the +P ammunition for at least of 100 sequential shots (according SAAMI Z299.3 -2015 or equivalent).
- 2.2.2.7. The pistol chamber shall correspond to the standard chamber dimensions described in C.I.P. standard (or equivalent) for 9 mm Luger chamber minimal dimensions.
- 2.2.2.8. The pistol shall be able to fire with the magazine removed and a live round in the chamber.
- 2.2.2.9. The pistol's correctable malfunctions shall not exceed 2% for at least 100 sequential shots, under the conditions described as per the following requirement:
 - 2.2.2.9.1. The pistols shall function equally across a temperature range from -30°C up to 50°C after exposing to the environment according to the test described in MIL STD 810 G - Test Method 501.5 - High Temperature (or equivalent) and MIL STD 810 G - Test Method 502.5 - Low Temperature tests (or equivalent).
 - 2.2.2.9.2. The pistol performance shall not decrease when exposed to transient splashes of water, such as a rain shower or exposure to an indoor sprinkler system as described in MIL STD 810 G - Test Method 506.5 - Rain test (or equivalent).
 - 2.2.2.9.3. The pistol shall remain operational when exposed to temporary immersion in water, such as a lake, river, sea, or swimming pool as it is described in MIL STD 810 G - Test Method 512.5 - Immersion (or equivalent).
 - 2.2.2.9.4. The pistol performance shall not decrease when exposed to mild corrosive substances, such as human sweat, pool water, sea and river water and acids as described in MIL STD 810 G - Test Method 509.5 - Salt Fog (or equivalent) and MIL STD 810 G - Test Method 518.1 - Acidic Atmosphere (or equivalent).
 - 2.2.2.9.5. The pistol performance shall not decrease when exposed to a dusty environment according MIL STD 810 G - Test Method 510.5 - Sand and Dust (or equivalent).
- 2.2.2.10. The number of correctable malfunctions according to testing methodology described in CWA 17094-2:2016 recommendations point 6.3.1 Malfunctions (or equivalent), shall not exceed 2‰ (2 of thousand)
- 2.2.2.11. As correctable malfunction types are considered:

- a. failure to feed a cartridge;
 - b. failure to extract or eject an empty casing;
 - c. failure to fire due to a faulty cartridge;
 - d. magazine failure.
- 2.2.2.12. As non-correctable malfunction types are considered:
- a. percussion mechanism failure;
 - b. safety failure;
 - c. trigger mechanism failure;
 - d. unintentional discharge;
 - e. fracture or breakage of the receiver;
 - f. fracture or breakage of the slide;
 - g. damage to breech face;
 - h. damage to barrel;
 - i. damage to other components (e.g. extractor, ejector, springs).
- 2.2.2.13. The pistol shall reliably operate with mounted electro optic sight on the slide with the weight up to 80 grams.
- 2.2.2.14. The pistol shall operate reliably with a tactical light up to 160 grams weight mounted on the accessory rail, without losing main qualities and affecting the warranty.
- 2.2.2.15. The pistol performance shall not decrease and the pistol shall not discharge with round in the chamber and ensure reliable locking of a full magazine, when exposed to mechanical shock, such as being dropped on pavement or concrete from the 1.5 m height as described in MIL STD 810 G - Test Method 516.6 - Shock (or equivalent).
- 2.2.2.16. The centres of all hits of three 5-shot groups shall be inside a circle of 50 mm diameter at 15 m according testing methodology, conditions and procedure described in CWA 17094-2:2016 recommendation paragraph 6.2.1. Precision (or equivalent).
- 2.2.2.17. The bullet yaw angle of the reference service ammunition at 5 m shall not be excessive according testing methodology and procedure described in CWA 17094-2:2016 recommendation paragraph 6.2.2. Bullet stability (or equivalent).
- 2.2.2.18. All external exposed parts, including the frame, slide, and barrel, shall have a matte black or dark grey, non-reflective finish, without sharp edges.

2.2.3. Physical dimensions and features of the pistols

2.2.3.1. Weight.

- a. The pistols shall not exceed 780 g in weight with the magazine included in the proposal (unloaded/without ammunition)

2.2.3.2. Height

- a. The pistol height shall be no less than 125 mm and no greater than 145 mm.
- b. The height shall be measured with a fully seated standard capacity magazine provided with the pistol.
- c. The height shall encompass the highest and lowest protrusions of the pistol.

2.2.3.3. Length

- a. The pistol shall not exceed 195 mm in length and shall not be less than 180 mm.
- b. The length is measured with a fully seated standard capacity magazine and medium size of the backstrap or similar other solution to accommodate different hand sizes.
- c. The length shall encompass the most forward and rearward protrusions of the pistol.

2.2.3.4. Width

- a. The pistol shall not exceed 34 mm in the widest part.

2.2.4. Barrel

- 2.2.4.1. The pistol barrel shall be a minimum of 98 mm and shall not exceed 110 mm;
- 2.2.4.2. The barrel shall be matte black or dark grey in colour;
- 2.2.4.3. The barrel shall be corrosion resistant
- 2.2.4.4. The barrel shall have polygonal rifling;
- 2.2.4.5. The barrel shall not be ported

2.2.5. Trigger

- 2.2.5.1. The trigger shall have a single smooth and consistent mode of operation with the same characteristics during pre-travel, break and over-travel with each trigger pull.
- 2.2.5.2. Trigger pull weight till trigger break shall be no less than 2.0 but not more than 2.7 kg.
- 2.2.5.3. The pistol shall not fire with less than 2.0 kg trigger pull of pressure.
- 2.2.5.4. The trigger pull weight till trigger break for each gun shall be consistent with a maximum deviation of plus or minus (+/-) 200 g measured from 10 trigger pulls from each gun on the same position on the trigger
- 2.2.5.5. The trigger shall not be manually adjustable
- 2.2.5.6. Characteristic of the trigger operation shall correspond with all data and deviations according conditions in test methodology described in CWA 17094-2:2016 recommendations paragraph 6.5.1 Trigger, pull, travel and reset (or equivalent).

2.2.6. Frame

- 2.2.6.1. The frame and handle of the pistol shall not contain finger grooves.
- 2.2.6.2. The frame shall be constructed primarily of polymer type material.
- 2.2.6.3. The frame shall have a non-slip surface on the area of hand contact for both right- and left-handed operators.
- 2.2.6.4. Frames shall allow accommodation of at least three different operator hand sizes, commonly referred to as small, medium, and large. The pistol shall accommodate different hand sizes with backstraps, grip/frame inserts or other solutions to accommodate different hand sizes (e.g. different frame sizes). Any solution to accommodate different hand sizes shall be accepted if it is provided with the set and is not considered as an essential part of the weapon according to the 2017 revision of Directive 91/477/EEC on common minimum rules for the control of the acquisition and possession of firearms in the EU, as well as the transfer of firearms to another EU country, also known as the Firearms directive.
- 2.2.6.5. The modification of the pistol to accommodate different hand sizes shall not require any additional tools not provided with each pistol.
- 2.2.6.6. The size of a frame, backstrap or insert shall be marked on a surface (e.g., “M” for medium, “L” for large) for rapid identification without disassembly.
- 2.2.6.7. The frame shall have a locking slot groove/rail, forward of the trigger guard, to securely affix a tactical light and other accessories comparable with MIL-STD-1913 (or equivalent) or STANAG 2324 standard accessories rail (Picatinny rail) (or equivalent).
- 2.2.6.8. The edges at the entrance of the magazine well shall be bevelled on at least three sides in order to aid in the ease of reloading.

2.2.7. Slide

- 2.2.7.1. The rear grasping surface of the slide (the area located on the right and left sides of the slide near the rearmost portion of the slide) shall have grooves serrations, checkering, and/or stippling on both the left and right sides of the slide to the rear and front of the ejection port.
- 2.2.7.2. With the exception of the chamber portion of the barrel, the slide shall fully cover the barrel, allowing for no more than 6 mm of the muzzle to be exposed.
- 2.2.7.3. The slide shall not utilize a removable barrel bushing.
- 2.2.7.4. The slide shall incorporate a rear and front mechanical sight.
- 2.2.7.5. The slide shall lock to the rear upon firing the last round with a fully seated magazine in the pistol.
- 2.2.7.6. The slide shall not be ported.
- 2.2.7.7. Loaded chamber indicator shall be visible and touchable in order to know if the chamber is empty in day and night time.
- 2.2.7.8. The slide shall incorporate place to accommodate slide mounted optic (reflex, red dot, holographic sights, etc.).
- 2.2.7.9. The cover of the mounting location shall be provided and mounted on the slide in order to maintain the same uniform shape of the slide.

2.2.8. External slide stop lever or slide catch/release

- 2.2.8.1. The slide stop lever shall lock the slide to the rear position upon firing the last round in the chamber, with empty magazine.
- 2.2.8.2. The slide stop lever shall be easily engaged or disengaged by the operator while maintaining positive control of the pistol.
- 2.2.8.3. The slide stop lever shall be disengaged using only a single finger or thumb.
- 2.2.8.4. The slide stop lever shall be ambidextrous.
- 2.2.8.5. The slide stop lever shall be possible to manipulate single handed using only right or left-hand.
- 2.2.8.6. The slide stop lever shall not allow the operator to inadvertently engage or override the control during normal firing.
- 2.2.8.7. The slide stop lever shall allow the slide to return to battery from the locked open position when:
 - 2.2.8.7.1. The operator pulls the slide fully to the rear and, without touching the slide catch/release, the operator then releases the slide, without a magazine inserted in the pistol or with a partially loaded or fully loaded magazine inserted into the pistol.
 - 2.2.8.7.2. The operator depresses the slide stop lever.

2.2.9. Internal Finish

- 2.2.9.1. All internal surfaces shall be void of rough surfaces at critical points of movement and polished as necessary to provide minimal friction and wear to promote functional reliability.

2.2.10. Safety Devices

- 2.2.10.1. The pistols shall not have a manual external thumb, finger, or grip-actuated safety device.
- 2.2.10.2. The pistols shall not have a manual external thumb, finger, or grip-actuated decocking device or lever.
- 2.2.10.3. External manual safety can be provided as additional optional feature with the option to be installed by the armourer.
- 2.2.10.4. The pistols shall not have a magazine disconnect which prevents the firearm from firing when the magazine is removed from the pistol.
- 2.2.10.5. The pistols shall have an integral trigger safety which is deactivated by the placement of the trigger finger on the trigger during firing.
- 2.2.10.6. The pistols shall have an internal safety device or mechanism to prevent the firing pin/striker from moving forward without manipulation of the trigger.
- 2.2.10.7. The pistols shall have an internal safety device or mechanism to prevent the pistol from firing when dropped, when it's tested according methodology described in CWA 17094-2:2016 recommendations paragraph 6.6.2 Chambering and drop safety.
- 2.2.10.8. The pistols shall not fire when it is not in battery.
- 2.2.10.9. The pistols shall not fire when the trigger is held to the rear after firing.

2.2.11. Grip

- 2.2.11.1. The grip shall be textured to provide a positive non-slip surface when wet or dry.
- 2.2.11.2. The grip shall be universal for a left- or right-handed operator.
- 2.2.11.3. In case of replaceable back straps and/or grip panels, the pistol shall accommodate at least three (3) different hand sizes.
- 2.2.11.4. The grip shall not be secured by screws.

2.2.12. Sights

- 2.2.12.1. The pistols shall be provided with mechanical sets of sights, mounted on the slide.
- 2.2.12.2. Sights shall be made of steel or other metal.
- 2.2.12.3. Sights shall be durable and capable of withstand durability and environmental condition test mentioned in paragraph 2.2.2.9.
- 2.2.12.4. Sights shall be non-reflective, matte black or dark grey, except the illumination capsules or other solutions for the night shooting.
- 2.2.12.5. Front and rear sight shall allow the operator to acquire the proper sight alignment during firing with the pistol.
- 2.2.12.6. The front and rear sights shall remain securely in place during firing and other law enforcement related activities, tests and conditions described in this document.
- 2.2.12.7. The sights shall be marked with a number or symbol indicating its relative height that can be identified without the aid of magnification for zeroing of the pistol.
- 2.2.12.8. Sights shall not be damaged by commonly used and commercially available firearm solvents and lubricants.
- 2.2.12.9. The front and rear sights shall be equipped with self-luminous capsules which allow the operator to align the sights in low light conditions.
- 2.2.12.10. The front night sight shall contain one capsule and the rear night sight shall contain two capsules which shall align on the left and right of the front sight.
- 2.2.12.11. The night sights may contain tritium or other equivalent self-luminous material all of the same colour.
- 2.2.12.12. The front sight may have photo luminescent paint in addition to the night sight.
- 2.2.12.13. The tenderer shall warrant that the sights of each pistol shall have a minimum service life of 10 years from date of delivery of the pistol.
- 2.2.12.14. The tenderer shall warrant that the night sights of each pistol has a minimum service life at least 10 years.
- 2.2.12.15. The luminous portion of the night sights shall not be visible from the muzzle end of the pistol.

2.2.13. Magazine catch/release

- 2.2.13.1. The magazine catch shall be located on the frame near the junction of the trigger guard and the grip.
- 2.2.13.2. The magazine catch shall be of a lateral push button design.
- 2.2.13.3. The magazine catch shall be ambidextrous or reversible.
 - 2.2.13.3.1. If the magazine catch is reversible, the magazine catch button may optionally be moved from one side to other side by using a gunsmith tools provided for each pistol or without, to have possibility to be activated with the thumb of right and left hand.
- 2.2.13.4. Activation of the magazine catch shall be possible single handed with the right and left hand.
- 2.2.13.5. The magazine catch shall be designed to reduce the likelihood of inadvertent release of the magazine during handling and/or firing.

2.2.14. Pistol case

- 2.2.14.1. The pistol case shall be black or dark grey colour, clamshell design, rectangular in shape with straight sides. Corners and edges may be rounded.
- 2.2.14.2. One pistol case shall be delivered together with each pistol.
- 2.2.14.3. The pistol case shall come in one size.
- 2.2.14.4. The pistol case shall be made of plastic, or polycarbonate or other hard material
- 2.2.14.5. The pistol case shall be capable of fitting the pistol with a total of three magazines (one may be inserted into the pistol) and one cleaning kit.
- 2.2.14.6. The pistol case shall include flat foam inserts on top and bottom to secure all contents.
- 2.2.14.7. The pistol case shall have one handle.
- 2.2.14.8. The dimension of the pistol case shall be:
 - Length: not more than 35 cm;
 - Width: not more than 26 cm;
 - Depth: not more than 8 cm.
- 2.2.14.9. The pistol case may optionally be lockable.

2.2.15. Pistol spare parts kits

- 2.2.15.1. The tenderer shall provide price list of all spare parts of the pistols and their accessories, and keep this list updated on a regular basis. Such list shall mention as a minimum the part reference, part name, part unit price, and part guaranteed maximum delivery time.
- 2.2.15.2. For each order of the pistols by Frontex, the tenderer shall provide Frontex with a recommended spare parts list on the basis of the above price list, as updated, that would cover the maintenance of the ordered pistols for a period of three (3) years. Frontex may, at its discretion, order the recommended parts, and/or any combination of other parts.
- 2.2.15.3. Spare parts ordered in this way on or about the same time as the pistols shall be delivered within the guaranteed maximum delivery time of the pistols.
- 2.2.15.4. For the duration of the FWC, Frontex may also order spare parts separately from orders for pistols.
- 2.2.15.5. Essential parts for replacement shall be marked according to the regulation and requirements indicated by the Agency in the place of registration of the weapons.
- 2.2.15.6. The Tenderer may deliver non-essential parts of the pistols and magazines, either directly, through the local dealers, or both.
- 2.2.15.7. In case of improvements and/or upgrades to the pistols, their accessories or their parts, the tenderer shall include both version of parts in the spare parts price list.

2.3. Accessories

2.3.1. Magazines

- 2.3.1.1. Magazines shall lock adequately in the magazine well.
- 2.3.1.2. Magazines shall have minimum capacity of 15 rounds.
- 2.3.1.3. The magazine shall have a release method and mechanism allowing the magazine to fall free from the pistol, regardless of the number of rounds contained within the magazine and regardless of the position of the slide (i.e., forward or locked to the rear), and when the pistol is held with the sights level and with the magazine floorplate oriented down.
- 2.3.1.4. All magazine components shall be constructed of a material which is rust, corrosion and environmental-resistant as the whole pistol as described in 2.2.2 , Technical requirements for the performance of the pistols.
- 2.3.1.5. Magazines shall have witness holes that permit viewing a minimum interval of 5 rounds.
- 2.3.1.6. Magazine follower shall be coloured in an intense colour highly visible in low light environment (yellow, red or orange etc.).
- 2.3.1.7. The magazine floor plate shall:
 - a. be removable for magazine disassembly without the use of specially designed tools;
 - b. remain securely affixed when dropped from a height of 2.0 meters onto a hard surface regardless of the number of cartridges contained in the magazine or the orientation of the magazine upon impact;
 - c. not exceed the dimension of the pistol more than 10 mm, when inserted.
- 2.3.1.8. Magazines shall be matte black or grey in colour.

2.3.2. Holster set

- 2.3.2.1. The holster set shall include:
 - a. Holster;
 - b. Platform to pistol mounted on the leg;
 - c. Belt mounting adapter;
 - d. MOLLE mounting adapter;

- e. Magazine pouch.
- 2.3.2.2. The total weight of the holster set is optional (no minimum requirement). The lighter the weight, the higher score it receives in the technical evaluation as per the Tender Specifications.

2.3.2.3. **Holster**

- 2.3.2.3.1. Holster shall be designed to ensure reliable and comfortable carry of the pistol in different positions:
 - a. Mounted on the platform on the leg (Drop leg carry).
 - b. Directly mounted on the belt (waist/hip carry).
 - c. Mounted on Modular Lightweight Load-carrying Equipment (MOLLE) mounting system.
- 2.3.2.3.2. Holster shall be designed to carry the pistol with and without Picatinny mounted light.
- 2.3.2.3.3. Offered holster shall have versions for left and right handed carry. This can be done with ambidextrous version of offered holster.
- 2.3.2.3.4. To ensure protection of the pistol, minimum two independent retention (gun locking inside of the holster) levels shall be used to protect the pistol from access by other person. Minimum two independent movement shall be necessary in order to take the pistol from the holster (e.g. level Hood guard snap push down and forward, 2nd level push separate button down). The maximum number of retention levels shall be three.
- 2.3.2.3.5. The pistol shall be automatically locked by at least one locking mechanism after inserting the pistol in the holster.
- 2.3.2.3.6. Spring-operated mechanism shall be used for fixing the pistol in the holster.
- 2.3.2.3.7. All retention levels (locks) shall be designed so that they can be disabled with the thumb only.
- 2.3.2.3.8. Use of the holster with the loaded pistol shall be possible in all carry positions.
- 2.3.2.3.9. Holster shall be manufactured from plastic or impact-resistant thermoplastic (laminated) material.
- 2.3.2.3.10. Holster shall be of a non-reflective black colour.
- 2.3.2.3.11. Holster shall be resistant to mechanical impact in temperature ranges from at least -30 till +40 C°.
- 2.3.2.3.12. Holster shall be directly attached to the different mounting solutions provided with the holster.
- 2.3.2.3.13. All screws and tools needed to attach the holster to the different carry positions shall be provided with the holster (platform on the leg, mounting on belt on the waist and MOLLE mounting system).
- 2.3.2.3.14. Holster shall have possibility to adjust mounting angle in at least three positions remaining the pistol orientation vertical when officer is standing.

2.3.2.4. **Platform to carry pistol mounted on the leg (Drop leg carry)**

- 2.3.2.4.1. Holster shall have mounting platform on the leg (leg drop mounting position).
- 2.3.2.4.2. Top part of the mounting platform shall be possible to attach to a 52 mm belt, attachment from belt to the holster shall be made from Nylon Cordura or other equivalent durable material.
- 2.3.2.4.3. The mounting position of the holster on the belt shall ensure distance between the holster and the body not more than 5 centimetres.
- 2.3.2.4.4. Platform lower part shall be attached to the leg with two straps produced from Nylon Cordura with elastane, or equivalent durable and flexible material, with plastic buckles ensuring reliable placement of the platform on the leg.
- 2.3.2.4.5. Mounting platform material shall have the same features and colour as holster.

2.3.2.5. Belt mounting adapter

- 2.3.2.5.1. Shall be possible to attach directly to the 52 mm belt.
- 2.3.2.5.2. Shall ensure that handle of the pistol remains at the same level as top of the belt with a tolerance of 15 mm, measured from innermost point in the smallest grip back strap where the web of the firing hand rests.
- 2.3.2.5.3. Shall ensure reliable placement and fixation of the holster to the belt.
- 2.3.2.5.4. The mounting position of the holster on the belt shall ensure distance between the holster and the body not more than 5 centimetres

2.3.2.6. MOLLE mounting adapter

- 2.3.2.6.1. Plastic or equivalent material MOLLE mounting adapter shall be provided, to ensure to mount holster to the MOLLE system webbing.
- 2.3.2.6.2. Mounting on the MOLLE system shall ensure reliable fixation of the weapon in one position.
- 2.3.2.6.3. Adapter shall be attached to the holster with screws.

2.3.2.7. Magazines pouches

- 2.3.2.7.1. Magazine pouches for safe magazines carry shall be adapted for attaching onto a 52 mm belt.
- 2.3.2.7.2. The capacity of a pouch shall be one magazine.
- 2.3.2.7.3. Pouch shall have retention screw to adjust the force needed to extract magazines from the pouch, with reliable fixation to the pouch.
- 2.3.2.7.4. Pouches shall be adjustable for vertical (90 degrees from the belt) and horizontal (0 of 180 degrees from the belt) carry.
- 2.3.2.7.5. Pouches shall ensure reliable carry of magazines provided with the pistols. .
- 2.3.2.7.6. The material of the pouches shall be plastic or impact-resistant thermoplastic (laminated) of the same colour and qualities as the holster.
- 2.3.2.7.7. The pouches shall be resistant to mechanical impact in temperature ranges from -30 to +40 C°.

2.3.3. Flashlight

- 2.3.3.1. Flashlight shall be designed to be mounted on the accessory rail on the dust cover of the pistol, using MIL-STD-1913 or Picatinny universal rails (or equivalent).
- 2.3.3.2. Batteries shall ensure more than 1.5 hours run time with maximum light output.
- 2.3.3.3. Flashlight shall ensure maximum light output intensity of 500 lumens or more with 5000 candela or more peak beam (cd/m2).
- 2.3.3.4. Flashlight shall be mounted reliably with additional retention screw, to ensure reliable fixation of the flashlight.
- 2.3.3.5. Whole system (weapon and flashlight) shall be resistant to shock, recoil, and remain operational after dropping from a height of 1.5 meter, while attached to a compact polymer frame pistol of a weight of not more than 780 g.
- 2.3.3.6. The flashlight shall be able to withstand the firing of at least 1000 rounds while attached to the pistol without the need for replacing components (except the batteries) and without affecting the operational capacity/functionality of the flashlight.
- 2.3.3.7. Flashlight shall use not more than two Cr123A type batteries or equivalent.
- 2.3.3.8. Flashlight light source shall be LED light emitter type.
- 2.3.3.9. Flashlight body shall be made from aluminium with black or dark grey anodized finish, ensuring resistance to scratches, abrasion, and corrosion.

- 2.3.3.10. Flashlight shall be fully operational in temperature range from -30 to +40°C.
- 2.3.3.11. Flashlight shall meet applicable European Community Directives (CE - conformity with health, safety, and environmental protection standards for products sold within the European Economic Area).
- 2.3.3.12. Flashlight shall have IPX7 water resistance level and shall be able to withstand 30 minutes submersion in water of 1 meter deep.
- 2.3.3.13. Flashlight shall not exceed these dimensions: length - 90 mm; width - 38 mm; Height -36.5 mm.
- 2.3.3.14. Weight of the flashlight shall not exceed 125 grams including batteries.
- 2.3.3.15. Controls of the flashlight shall be ambidextrous, possibility to operate from right and left side of the weapon.
- 2.3.3.16. Controls of the flashlight shall allow the operator to use momentary and constant On-Off switch, ensuring reliable controls with gloves and low visibility environment.
- 2.3.3.17. Flashlight shall include following illumination modes:
 - a. Momentary on/off operation, operated with one push/rotation of the button, when flashlight emits light as long as pressure by operator is applied.
 - b. Constant on/off operation, when flashlight after activation emits light without pressure application by operator, until it is turned off by separate or the same movement (push or rotation).
- 2.3.3.18. Flashlight may optionally include strobe mode, to provide distraction to the opponent but it shall be optional and programmable by the operator, with clear and different strobe mode activation and possibility to disable this mode.

2.4. Training

2.4.1. General

- 2.4.1.1. The training sessions for armourers and shooting instructors shall be conducted as per **Table 1 - Indicative quantities and plan of implementation** of the ToR.
- 2.4.1.2. The training sessions for armourers and shooting instructors shall take place in Warsaw. In case of a different location in the EU is selected by the contracting authority or the contractor, it shall be agreed by both parties. In case that due to the COVID-19 situation, the trainings cannot be performed as described, an alternative solution shall be agreed by both parties (contracting authority and contractor).
- 2.4.1.3. The contractor shall be ready to organise and conduct the first training sessions, 10 calendar days after the first delivery of pistols. The exact dates of the training sessions shall be mutually agreed by both parties (contracting authority and contractor).
- 2.4.1.4. The costs for the trainings, including travel and accommodation of the trainers, rental costs for shooting range, bullets, pistols, cleaning equipment, armourer's toolsets, and all other necessary equipment shall be borne by the contractor.
- 2.4.1.5. The pistols to be used for the trainings shall be the same model as the offered one.
- 2.4.1.6. Travel and accommodation costs of the trainees shall be covered by the contracting authority.

2.4.2. Training for armourers

- 2.4.2.1. The contractor shall provide twice per year a training session for the armourers with minimum duration of one day and maximum three days, each time for a group of 15 trainees.
- 2.4.2.2. Training for armorers shall include theoretical sessions and practical hands-on exercises.
- 2.4.2.3. This training shall render armorers to:
 - Completely disassemble and reassemble the pistols and magazines;
 - Replace any part of the pistols provided in spare part list;
 - Perform maintenance and diagnostic of the pistols;
 - Install and adjust sights.

2.4.3. Training for shooting instructors

- 2.4.3.1. The contractor shall provide once per year a training session for the shooting instructors with minimum duration of one day and maximum three days, each time for a group of 15 trainees.
- 2.4.3.2. Training for shooting instructors shall include theoretical training and practical hands-on exercises.
- 2.4.3.3. Shooting instructors training shall be designed to prepare trainers to train operators of the pistol and shall include following minimum elements:
 - Safety instructions for handling, loading and operating the pistols;
 - Handle, load and operate the pistols;
 - Using the pistol on the shooting range;
 - The pistols field strip and maintenance.

3. LOT 2 - Ammunition

3.1. Supplies and services in Lot 2:

- 3.1.1. Full Metal Jacket (FMJ) ammunition;
- 3.1.2. Deformation ammunition.

3.2. General Requirements and Technical Specifications

- 3.2.1. Date of manufacturing of the ammunition may not be older than 1 year at delivery date.
- 3.2.2. Tenderer shall provide manufacturer's technical specifications and performance test data of supplies required for submission.

3.3. Technical Specifications for Full Metal Jacket (FMJ) ammunition

- 3.3.1. The Tenderer shall deliver 9x19 mm calibre Full Metal Jacket ammunition, known as 9 mm Luger, 9 mm Parabelum, 9 mm Para.
- 3.3.2. Ammunition shall be designed to avoid over penetration, be reliable for use under all geographical and environmental conditions of Frontex operational activities.
- 3.3.3. Cartridge dimensions shall correspond to C.I.P. standard (or equivalent) for 9 mm Luger ammunition.
- 3.3.4. Cartridge velocity and pressure shall correspond to the velocity and pressure standards described in standard for 9x19 mm ammunition (SAAMI Z299.3-2015 or equivalent).
- 3.3.5. Bullet type shall be FMJF, TFMJ, FMC, TMJ, FEB or other equivalent bimetal type bullet, fully covered with non-magnetic metal (CuZn 10 or equivalent), or solid one component bullet construction from non-toxic metal.
- 3.3.6. Weight of the bullet shall be 110-130 grains.
- 3.3.7. Ammunition shall be produced with non-toxic primers.
- 3.3.8. All ammunition shall be new, factory made. No reloaded ammunition is allowed.
- 3.3.9. Ammunition shall be packed in ammunition boxes of 50 rounds, preventing physical contact of rounds.
- 3.3.10. 20 ammunition boxes shall be packed in a package of 1000 rounds.
- 3.3.11. Ammunition boxes of ammunition and 1000 rounds packages shall have main parameters sheet printed outside of the boxes and shall be marked with yellow colour visible from all sides of the box.
- 3.3.12. Ammunition shall be operational in conditions from C1/M3 to A1/B3/M1 described in NATO standard AAS3P-22 ANNEX A (Table a-1) (or equivalent).
- 3.3.13. Transportation and storage conditions shall correspond to the NATO standard AAS3P-22 (or equivalent).
- 3.3.14. It shall be possible to store the ammunition for a period of 5 years without losing qualities declared by producer.
- 3.3.15. Ammunition shall be able to withstand the same as those required for the performance of the pistol in paragraph 2.2.2.9.
- 3.3.16. Ammunition may optionally be nontoxic / lead free.

3.4. Technical Specifications for deformation ammunition

- 3.4.1. The Tenderer shall deliver 9x19 mm calibre deformation ammunition, namely ammunition designed to have more effective transfer of energy to the target, avoiding over penetration and ricochet thru controlled deformation of the projectile, also known as Hollow Point, Soft point, Speer Gold Dot and other equivalent types. 9x19 mm calibre ammunition also is known as 9mm Luger, 9 mm Parabelum, 9 mm Para.
- 3.4.2. The ammunition shall be designed to avoid over penetration when used against a person, be reliable for use under all geographical and environmental conditions of Frontex operational activities.
- 3.4.3. Cartridge dimensions shall correspond to the C.I.P. standard (or equivalent) for 9 mm Luger ammunition.
- 3.4.4. Cartridge velocity and pressure shall correspond to the velocity and pressure standards described in standard for 9x19 mm ammunition (SAAMI Z299.3-2015 or equivalent).
- 3.4.5. Bullet type shall be JHP, HS, SP, Action4, Speer Gold Dot or other equivalent solid, one component bullet construction from non-toxic metal (CuZn 10 or equivalent) ensuring minimal penetration and fragmentation of the projectile.
- 3.4.6. Weight of the bullet shall be 95-124 grains.
- 3.4.7. Ammunition shall be produced with non-toxic primers.
- 3.4.8. All ammunition shall be new, factory made. No reloaded ammunition is allowed.
- 3.4.9. Ammunition shall be packed in ammunition boxes of 50 rounds, preventing physical contact of different rounds.
- 3.4.10. 20 ammunition boxes shall be packed in package of 1000 rounds.
- 3.4.11. Boxes of ammunition and 1000 rounds package shall have main parameters sheet printed outside of the boxes and shall be marked with red colour visible from all sides of the box.
- 3.4.12. Ammunition shall be able to be operational in conditions from C1/M3 to A1/B3/M1 described in NATO standard AAS3P-22 ANNEX A (Table a-1) (or equivalent).
- 3.4.13. Transportation and storage conditions shall be as described in NATO standard AAS3P-22 (or equivalent).
- 3.4.14. It shall be possible to store the ammunition for a period of 5 years without losing qualities declared by producer.
- 3.4.15. Ammunition shall be able to withstand the same environmental conditions as those required for the performance of the pistol as stipulated in paragraph 2.2.2.9.
- 3.4.16. Ammunition may optionally be nontoxic / lead free.