A green bicycle with black wheels

Description automatically generated

CASP 2024

Bicycles for children   
Request for services for laboratories

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# Background

The European Commission has awarded a contract on the Coordinated Activities on the Safety of Products 2024 in the EU/EFTA (CASP 2024) to a consortium led by EY. Under this contract the consortium supports participating market surveillance authorities (MSAs) in developing and carrying out testing of PSA6 Bicycles for Children. A total of 13 MSAs are involved in this activity. Each of them will send samples to the selected laboratory for testing.

# Description of the specific activities

## Purpose of the services and description of tasks

The purpose of the contract is to perform laboratory tests on a number of bicycles for children within the scope of CASP 2024. The specific categories in scope are: Toy bicycles and Children’s bicycles.

The purpose of the testing is to identify products that do not meet the relevant safety requirements. Based on the test results, the participating MSAs will decide what measures should be taken to ensure products do not present safety risks for consumers.

The service comprises the following tasks:

1. **Testing** Toy bicycles and Children’s bicycles according to the relevant clauses of the European or international standards contained in Annex 1 – Testing criteria.
2. Production of (at least) one test **report** per sample tested[[1]](#footnote-1).
3. Organisation of a laboratory **meeting**: a two-day project meeting for the MSAs participating in the CASP 2024 project taking place in the testing laboratory premises. In the event that EY informs the laboratory that a physical meeting cannot take place as foreseen, a virtual/hybrid event will be organised.

## Specific tasks

### Task 1. Performing laboratory tests

The laboratory shall perform tests on Toy bicycles and Children’s bicycles according to the precise **test methods** set out in Annex 1 – Testing criteria, and according to the related clauses of relevant cited standards where identified.

The laboratory must indicate prior to the agreement how many **units** of a Toy bicycle and Bicycle for children sample are needed to conduct the required testing. Each sample must go through the full testing regimen described in Annex 1 – Testing criteria[[2]](#footnote-2). The laboratory must determine in advance the order of the tests to minimise the number of units required to perform all of the tests.

Participating MSAs will ship samples directly to the laboratory. Shipments will include documentation identifying the sample (and the individual unit of the sample), a reference to the PSA 6 Bicycles for children product specific activity, and the submitting MSA. Upon receipt, the laboratory shall send the following information to EY and the participating MSA via the Wiki platform[[3]](#footnote-3):

* **Pictures** of the samples and of the packaging (including details of all product marking);
* **Scans of all documentary information** included in the sample.

Additionally, unless otherwise agreed in writing:

* All products must be **retained for at least 6 months** after completion of the testing process;
* Upon request, the laboratory shall **return** the samples to the responsible MSAs;
* Upon request, the laboratory shall **send** to Brussels or the location (within the EU) specified by the consortium the samples identified for exhibition at the CASP 2024 Closing event;
* Laboratories must **dispose** of those samples that are not required back by MSAs at their own cost in accordance with EU recycling requirements. For those samples that pass the test and remain intact, the laboratories should explore the possibility of donating them;
* Upon request of the MSA, the laboratory shall provide a signed document certifying that the
* relevant samples have been destroyed by the laboratory;
* In case testing must be performed on different sites, the cost and security of transport between the different laboratory sites must be borne by the laboratory.

### Task 2. Reporting

Following testing, the laboratory shall deliver the following reports:

* **Individual test reports for Toy bicycles and Children’s bicycles sampled**.

Reports must identify products and include photographs of samples (with and without original packaging) and detailed overview of all test results. The reports must indicate the detailed results of the test – not only passed/failed – and must include uncertainty of measurement where applicable. If a product fails a test, photos must be included to ensure that breaches of compliance are well documented within the report. Conclusions will include explanations of major non-conformities and a related risk assessment. For dynamic tests, videos must be recorded for products that do not meet the specified requirements. These videos must be provided to the relevant MSAs upon request.

The laboratory will submit a test report template before starting the testing process for comments and approval by the participating MSA. If requested, the template must be adjusted based on the comments to ensure that the final test reports comply with the national requirements of the MSAs participating in CASP 2024.

The cover page of each report shall contain the following:

* Full name of the product;
* MSA unique identification code and name and the address of the MSA
* Identification information of the product (EAN, article number, batch number, LOT number, etc.);
* Name and address of the manufacturer of the product;
* Name and address of the importer of the product;
* Highlighting the results of testing (Pass/Fail), e.g. in bold;
* The measurement uncertainty, if applicable;
* Analytical method (e.g. name of the standard);
* The declaration of the laboratory that they have received the sealed samples with the number of the sealings, if any. This can be done for example by adding a photo of the sealed samples on which the sealing number is readable;
* The accreditation of the laboratory.

The reports must be written in English and delivered electronically[[4]](#footnote-4) in Word and PDF formats at least **2 weeks before the laboratory meeting**. During the laboratory meeting, each MSA will receive two hard copies of the reports for the samples they submitted for testing, unless requested otherwise by the MSA. In case the laboratory meeting is virtual and if requested by the MSAs, the hard copies of test reports will be sent to MSAs’ premises via post. Reports will be considered final upon **approval by the individual MSA**. The test reports must mention the accreditation of the laboratory and must contain inked signatures as well.

* **Detailed overview table**

This table will show individual test results for all sub-clauses of each and every sample tested. The table will be updated every two weeks during the testing period and shared via the Wiki platform.

### Task 3. Organisation of a laboratory meeting

The laboratory shall host a two-day long meeting for the participating MSAs. The laboratory meeting shall be organised on site by default. Alternatively, the laboratory can be requested to organise the meeting fully online or in hybrid, because of specific circumstances. During this meeting, participants will be given a tour of the laboratory, view simulations and/or real tests being conducted live and discuss test results.

The presence of a laboratory representative who has been involved in the testing is required during this meeting to explain test methods or test results and the risks related to the breaches to the MSAs. This representative should have sufficient level of English to present and discuss the test results at the meeting in a fully fluent manner.

If the meeting can be held in the laboratory’s premises, a meeting room large enough to host approximately 15-20 participants shall be provided as well as a separate space to exhibit a selection of the tested products. The offer must include a price for catering that covers lunch and two coffee breaks per day for all participants of the laboratory meeting.

The laboratory shall grant permission to take video footage of the testing facilities. The crew for the filming as well as a moderator for the discussions will be provided by EY, ESN and MCI (consortium partners of EY).

In the event that EY informs the laboratory that a physical meeting cannot take place as foreseen, a virtual meeting will be organised. The virtual meeting will entail a virtual tour of the laboratory and simulation of tests performed during the meeting itself or recorded in advance. Additionally, the exhibition of a selection of tested products will also be organised virtually during the meeting in order to provide the MSAs with the opportunity to ask technical questions on their samples. A checklist with the technical requirements and facilities necessary to organise a virtual/hybrid meeting is provided in Annex 4 – Technical requirements for virtual/hybrid laboratory meetings.

### Duration of the tasks and timetable

Each sample will be shipped to the laboratory directly from the Member State of the participating MSA.

Testing is planned between **June and mid-October 2024**. The laboratory must start testing before all samples are received.

The laboratory meeting will be tentatively hosted during the months of **October and December 2024**. The exact date of the meeting will be defined in coordination with the participating MSAs.

# Selection process and award criteria

The contract will be awarded under the *best value for money procedure*.

**Only offers that pass the minimum requirements of the selection criteria will undergo an evaluation on the basis of the award criteria**. The best value for money will be determined on the basis of the price and the quality ratio expressed by the tender by weighing technical quality against price on a 60/40 basis. This is done by multiplying:

* The scores awarded for the technical quality by 0.60
* The scores awarded for the financial offer by 0.40

The technical and financial points multiplied by the above-mentioned weighing factors will then be added together, and the three most economically advantageous offers will be presented to the MSAs. The contract will be awarded to the most suitable laboratory **selected by the MSAs**.

## Selection criteria

Offers shall comply with all the necessary criteria which address the minimum necessary capacity and are compiled in the list of selection criteria**. The offer shall include a completed checklist as provided in** Annex 2 – Checklist selection criteria. Offers from tenderers that do not meet the necessary criteria will be rejected.

The laboratory must be accredited to perform the tests required as described in Annex 1 – Testing criteria and must have proven experience with testing Bicycles for children and Toy bicycles.

The laboratory shall have managerial and technical personnel with the authority and resources needed to carry out their duties and shall provide adequate supervision of testing staff by persons familiar with the methods, procedures, and purpose of each test, and with the assessment of the test results.

The laboratory must have the capacity to perform all tests within the required time schedule.

1. **Formal qualifications of the laboratory and expertise of staff.**

* Accreditation according to EN ISO/IEC 17025:2017 (corrigenda March and June 2018) and according to the relevant clauses of the standards in Annex 1 – Testing criteria.
* Experience testing bicycles for children and Toy bicycles over the last five years. A minimum of 25 samples of each of the defined product categories or any related product must have been tested under the relevant standard in the past five years.
* The offer must include at least two persons, each with three or more years of relevant experience who will be responsible for the testing[[5]](#footnote-5).

1. **Capability to organise a meeting in laboratory facilities for up to 20 people.**

* Declaration of availability of a meeting venue and space for exhibition of tested products.
* Declaration of possibility for visiting the laboratory testing premises.
* Declaration of sufficient command of oral English to participate and present during the meeting in the laboratory.
* Declaration of possibility to take video footage at the laboratory during the meeting.
* In case of virtual meeting, declaration of possibility to host a camera crew for the live streaming of the meeting or for the preliminary video recordings to be displayed during the meeting[[6]](#footnote-6).

1. **Delivery time and terms of delivery**

* Declaration of commitment to respect the given deadlines or a statement of how many weeks would be needed to test and finalize all test reports for either 30 / 50 / 80 samples, assuming testing begins on or before 1 June 2024.
* Statement of the total number of units of each model of Toy bicycles and Children’s bicycles sampled required to complete the testing.

1. **Performance of the testing and reporting**

* Description of the approach to deliver the testing services.
* Reporting: tenderers must provide examples of previous test reports (in English) showing the structure of the report and including the type of photos taken to ensure that the compliance infractions are explained well within the report for each and every sample tested.

## Award criteria

### Technical quality

The following award criteria are set to determine the best value for money tender:

* Award criterion 1 (60 points): quality of the proposed methodology for implementation of all tasks.

The laboratory must be accredited to perform the tests required as described in Annex 1 – Testing criteria and must have proven experience with testing Bicycles for children.

The laboratory must have the capacity to perform all tests within the required time schedule. The selected laboratory may *not* subcontract testing services.

* Award criterion 2 (40 points): relevance and experience of the laboratory and the proposed team to carry out the specific assignment.

The laboratory shall have managerial and technical personnel with the authority and resources needed to carry out their duties and shall provide adequate supervision of testing staff by persons familiar with the methods, procedures, and purpose of each test, and with the assessment of the test results.

The technical quality of maximum three most complete and suitable offers received will be evaluated through a telephone interview with the expert appointed for the project and the project manager from EY. A date for interview will be defined, once all documents related to the selection criteria have been verified and approved.

Tenders which do not obtain at least 50% of the maximum score for each award criterion will not be admitted to the next stage of the evaluation procedure.

### Financial offer

The price evaluation is made on the price quoted in **Annex 3 – Financial offer**, Part B, which is based on a full testing scenario designed to reflect as much as possible the real testing to be done. Once a laboratory is selected according to this procedure, the actual purchase of services will be made based on the real samples. The present tender does not guarantee a minimum of testing samples.

**The financial offer includes three parts and must be completed according to the template in Annex 3 – Financial offer**. The financial offer must include the following:

* Costs per test: prices are asked per clause to be tested. For each clause, a price for the number of samples needs to be provided.
* Overall cost of the full test package as described in Annex 1 – Testing criteria for a total of 50 samples. The cost of issuing the test reports should be included in this entry.
* Costs associated with storage for 6 months and / or disposal of samples.

All quoted prices should be in euro. VAT charges are to be mentioned separately.

## Deadline

Tenders must be sent by e-mail to [CASP2024@be.ey.com](mailto:CASP2024@be.ey.com) by 12:00 (Brussels’ time) on 12th of March. Tenders received after the deadline will be rejected.

This tender does not constitute a financial commitment and does not commit EY to sign specific contracts. The contract template in Annex 5 – Contract model sets the legal, financial, technical, and administrative terms governing relations between the contracting parties during the contract duration.

Tenderers may not make modifications to the contract template.

# Annex 1 – Testing criteria

**Testing plan for Children’s bicycles**

|  |  |  |
| --- | --- | --- |
| **Bicycles for children** | | |
| The following laboratory tests are suggested. In addition the bicycles should examined for marking and labelling with regard to the General Product Safety Directive 2001-95-EC and the replacement from 13.12.2024 the General Product Safety Regulation EU-2023-EC.Particularly with regard to the traceability of both the product and the economic operator.  Point 4 of annex 1 to the Directive on the Safety of Toys 2009/48/EC excludes from the directive bicycles with a maximum saddle height of more than 435 mm. So these products fall under the scope of the GPSD 2001 / GPSR 2023. | | |
| **EN ISO 8098 2023**. Cycles for young children.  Maximum saddle height 436mm-635mm & propelled by a transmitted drive to the rear wheel.  This is a global safety standard that has been adopted by CEN but is not referenced in the Official Journal.  It was published January 2023 by CEN as a combined global and European product safety standard and supersedes EN ISO 8098:2014.  Because it is driven by ISO globally the scope is defined by the maximum saddle height and not the age of the intended child consumer.  The maximum saddle height is described as the seat post set to the minimum insertion depth mark.  Depending on the design of the bicycle it should be remembered that the scope is determined by the maximum saddle height which itself is determined by the maximum designed extension of the saddle post from inside the seat tube and that the same product can be used by younger/smaller children when the saddle is reduced in height from its maximum. | | |
| **Clause** | **Requirements** | **Comments** |
| 4.3 Sharp edges | Exposed edges that are likely to come into contact with body shall not be sharp. | Laboratory to add explanation |
| 4.4 Security & strength of safety related fasteners | * 4.41 screws shall be provided with a locking device * 4.4.2 certain bolted joints require a minimum failure torque at least 20% greater than recommended tightening torque. * 4.4.3 quick release devices prohibited * 4.4.4 toe straps and clips prohibited * 4.4.5 folding mechanisms shall perform safely |  |
| 4.6 Exposed protrusions | Exposed protrusions should be protected. | Laboratory to add explanation |
| 4.7 Brakes | * All requirements apply |  |
| 4.8 Steering | * 4.8.1 handlebar dimensions * 4.8.2 handlebar grips & plugs requirements * 4.8.2.2 grip retention following freezing * 4.8.2.3 grip retention following hot water immersion * 4.8.2.4 end plug requirements on diameter, hardness and thickness * 4.8.3 stem minimum insertion depth mark or positive stop * 4.8.4 stability of steering – free to turn 600 & 25% of mass on front wheel * 4.8.5.1 handlebar & stem static lateral bending test * 4.8.5.2 handlebar & stem static forward bending test * 4.8.5.3 handlebar & stem static torsional security test * 4.8.5.4 handlebar & stem to fork steerer torsional security test * 4.8.6 handlebar & stem 100,000 cycles @ 10 Hz fatigue test both out of phase & the in phase |  |
| 4.9 frames & fork | * 4.9.1 frame & fork assembly impact test – 22,5kg weight falls 120 mm onto the front of fork * 4.9.2 frame & fork assembly impact test – the assembly with a 30 kg weight rotates about the rear axle and falls 200 mm freely onto a steel anvil |  |
| 4.10 front fork | * 4.10.2 front fork bending fatigue test – 400 N perpendicular to steerer tube for 100 000 @ 10 Hz |  |
| 4.11 wheel & tyre assembly | * 4.11.4 secured front & rear wheel retention to fork or frame * 4.11.4.4 unsecured front wheel retention to forks * 4.11.5 maximum tyre pressure moulded onto sidewall & readily visible * o   4.11.6 overpressure test to 110% for 5 minutes |  |
| 4.12 pedals & crank drive | o   4.12.1 pedal tread surface secured against movement & pedal turns freely on the axle  o   4.12.1.2 tread on both surfaces or an automatic preferred position for tread surface  o   4.12.2.1 pedal clearance from ground with a 230 lean from vertical  o   4.12.2.2 minimum of 89 mm clearance between pedal & front tyre or mudguard  o   4.12.3.2 pedal impact test with a 15kg striker from 200 mm  o   4.12.4 pedal & spindle dynamic durability test – 100 000 revolutions with 30 kg mass  o   4.12.5 drive train static strength test – 700N for 1 min.  o   4.12.6 drive side and non-drive side crank assembly fatigue tests – 700N for 100 000 cycles |  |
| 4.13 saddles & seat posts | o   4.13.1 limiting dimension of 125mm top surface  o   4.13.2 seat post permanent minimum insertion mark or an incorporated withdrawal stop  o   4.13.3 saddle and seat post security – static 300 N vertically & 100 N horizontally for 1 min  o   4.13.4 saddle static strength test – 400 N for 1 min upwards under nose & under rear  o   4.13.5 saddle & seat post assembly fatigue test – 700 N for 100 000 cycles. |  |
| 4.14 chain-wheel & belt drive protection device | o   4.14 there shall be shields around the driving chain or belt wheel on any sides & shields from the chain or belt wheel & driven chain or belt wheel on the child limb side |  |
| 4.15 stabilisers | o   4.15.1 possible to fit without releasing rear axle fixing  o   4.15.2 horizontal distance between stabiliser wheel & centre of frame shall be at least 175mm.  clearance between stabiliser & the ground shall not exceed 25 mm.  o   4.15.3  5 x vertical static loads of 300N for 1 min shall not produce a deflection of the stabilisers exceeding 25 mm under load nor 15 mm post load  o   4.15.4 5 x longitudinal static loads of 300N for 1 min shall not produce a deflection of the stabilisers exceeding 15 mm post load |  |
| 5 instructions | Detailed requirements for instructions |  |
| 6 marking | o   6.1 the frame shall be durably market with the successive serial number & manufacturer or representative  o   6.2 marking durability test 15 s rub with water and then petroleum soaked cloth |  |

Within the scope of testing the following:

* Bicycles for Children with a maximum saddle height above 435mm both with as well as without stabilisers

**Testing plan for Toy bicycles**

|  |  |  |
| --- | --- | --- |
| **Toy bicycles** | | |
| **EN 71-1: 2014+A1:2018 Safety of Toys. Mechanical & Physical properties.**  Whilst the standard covers many other aspects it covers Toy Bicycles which are defined as: a two-wheeled vehicle, with or without stabilisers, with a maximum saddle height of 435 mm or less and which is propelled solely by the muscular energy of the person on that vehicle, in particular by means of pedals, and which has either a free-wheeling mechanism or a fixed drive.  The saddle height is defined as: the vertical distance from the ground to the top of the seat surface, measured with the seat in a horizontal position and with the seat pillar set to the minimum insertion mark. | | |
| **Clause** | **Requirements** | **Comments** |
| 4.3 Flexible plastic sheeting | Packaging made from plastic sheet materials |  |
| 4.7 Edges | Accessible edges shall not present an unreasonable risk of injury |  |
| 4.8 Points and metallic wires | Metallic wires and accessible points shall not present an unreasonable risk of injury |  |
| 4.9 Protruding Parts | Tubes and rigid components in the form of projections which constitute a puncture hazard to a child shall be protected. |  |
| 4.15.1.3 Strength | Toys, when tested according to 8.21 (static strength) and 8.22 (dynamic strength) shall not:  a) produce accessible hazardous sharp edges (see 8.11, sharpness of edges);  b) produce accessible hazardous sharp points (see 8.12, sharpness of points);  c) make driving mechanisms accessible that present a hazard that could cause crushing of the fingers  or other parts of the body;  d) collapse so that they do not continue to conform to relevant requirements of this European Standard. |  |
| 4.15.1.5 Braking | The toy shall not move more than 5 cm when tested according to 8.26.1 (brake performance for certain ride-on toys). |  |
| 4.15.1.6 Transmission & Wheel arrangement | Construction and design of chain guards to prevent injury |  |
| 4.15.1.7 Adjustable seat pillar and handlebar stem minimum insertion marks | Any adjustable seat pillar and adjustable handlebar stem shall have a permanent mark that indicates  the minimum insertion depth of the part into the frame of the toy. |  |
| 4.15.2 Toy Bicycles | In addition to relevant requirements in Clause 4, toy bicycles shall conform to the requirements in  4.15.2.2 and 4.15.2.3. |  |
| 4.15.2.2 Warnings and instructions for use | Toy bicycles shall carry a warning regarding their use in traffic and the need for protective equipment to  be worn. They shall also be accompanied by assembly and maintenance instructions, instructions for use and precautions to be taken. The potential dangers of riding a toy bicycle shall be brought to the  attention of the parents or carers (see 7.15).  Toy bicycles that due to their construction, strength, design or other factors are not suitable for use by  children of 36 months and over shall carry a warning (see 7.16). | In addition, Conformity markings are required under 2008/49/EC:  CE mark  Manufacturer identification and address  Unique product code |
| 4.15.2.3 Braking requirements | Toy bicycles with a free-wheeling mechanism shall be equipped with two independent braking systems,  one which operates on the front wheel and one which operates on the rear wheel.  For handbrakes, the brake lever dimension d measured at the midpoint of the lever as shown in  Figure 12 shall not exceed 60 mm. The range of adjustment on an adjustable lever shall permit this  dimension to be attained. The lever length shall be 80 mm or more.  The toy shall not move more than 5 cm when tested according to 8.26.2 (brake performance for toy  bicycles). This requirement applies also to toy bicycles with a fixed drive, if they have been equipped with a brake, although not required by this European Standard. |  |
| 4.20 Acoustics | Could apply if a bell is included | Standard clause likely to affect bicycles if bell or similar is included |
| 5 Toys intended for children under 3 years | Various sections may apply, preventing small parts being available to young children | May apply to certain bicycles |
| 6 Packaging | Thickness (over 0.038mm) of packaging components |  |
| 7 Warnings and Markings  7.15 Toy Bicycle warnings | Toy bicycles and their packaging shall carry the following warning:  “Warning. Protective equipment should be worn. Not to be used in traffic.”.  The instructions for use shall contain a reminder that the toy shall be used with caution, since skill is  required to avoid falls or collisions causing injury to the user or third parties. The instructions for use  shall also give an indication as to recommended protective equipment, and shall provide the following  information that should be explained to the child:  — instructions in the proper use of the braking system;  — a reminder that the bicycle is not suitable for use on public highways. |  |

Within the scope of testing the following:

* A defined age range of less than or equal to around 36 months for toy bicycles
* Laboratories should record whether the weight of the toy bicycle is specified on the packaging of the product.

Warnings, markings and instructions will be checked by the MSAs in their national language(s). The awarded laboratory is required to scan the relevant documentation, take pictures of the information placed on the product itself and share it with the MSAs through the Wiki platform.

# Annex 2 – Checklist selection criteria

*Please fill in and submit the following table. For each criterion, indicate if compliant and enclose relevant documents of proof. All documents must be numbered and referenced on the checklist below.*

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Selection criteria** | | **Laboratory’s declaration** | | **Document number** |
| **1. Formal qualifications of the laboratory and expertise of staff working on the samples** | 1.1 Accreditation to EN ISO/IEC 17025:2017 (corrigenda March and June 2018) | [Yes / No] | | [Document number] |
| 1.2 Accreditation to the relevant clauses of the standards in Annex 1 | EN ISO 8098:2023 Cycles — Safety requirements for bicycles for young children | [Yes / No] | [Document number] |
| EN 71-1: 2014 +A1: 2018 Safety of Toys | [Yes / No] | [Document number] |
| 1.3 A minimum of 25 samples of Bicycles for children tested in the past five years | [Yes / No] | | [Document number] |
| 1.4 CVs of two persons with at least three years of relevant experience each in General Product Safety Directive (GPSD) 2001/95/EC and European Directive 2009/48/EC on safety of toys who will be responsible for the testing | CV 1 | [Name Surname, years of experience] | [Document number] |
| CV 2 | [Name Surname, years of experience] | [Document number] |
| **2. Capability to organise a meeting at the laboratory facilities for up to 20 people** | 2.1 We hereby declare our ability to provide a meeting venue of the required capacity, and a space for the exhibition of tested products (in situ and remotely) | [Yes / No] | |  |
| 2.2 We hereby declare that our laboratory testing premises are available for a tour | [Yes / No] | |
| 2.3 We declare that the laboratory representative has a sufficient command of oral English to participate and present during the meeting in the laboratory | [Yes / No] | |
| 2.4 We give permission to take video footage at the laboratory | [Yes / No] | |
| 2.5 In the event that it is not feasible to organise the meeting in the laboratory premises, we declare that we can organise a virtual meeting | [Yes / No] | |
| **3. Delivery time and terms of delivery** | 3.1 We hereby declare that the dates given in the tender document are achievable | [Yes / No] | |  |
| 3.2 Number of weeks needed to test and finalise all test reports for 30 / 50 / 80 samples, assuming testing begins on or before 1 June 2024. | [……/……/…..] weeks | |  |
| 3.3 The total number of units for each model of Bicycles for children and Toy bicycles sampled required to complete the testing is: | * [number of units] for Bicycles for children * [number of units] for Toy bicycles | |  |
| **4. Performance of the testing and reporting** | 4.1 Example of previous test reports in English, showing the structure of the report and including the type of photos taken to ensure that breaches of compliance are well explained / exhibited within the report for each and every sample tested. The cover page of the report must include:   * Full name of the product * Identification information of the product (EAN, Article number, BATCH number, LOT number, etc.) * Name and address of the manufacturer of the product * Name and address of the importer of the product * Highlighting the results of testing (Pass/Fail), e.g. in bold * MSA unique identification code and name and the address of the MSA * The measurement uncertainty, if applicable * Analytical method (e.g. name of the standard) * The declaration of the laboratory that they have received the sealed samples with the number of the sealings. This can be done for example by adding a photo of the sealed samples on which the sealing number is readable. * The accreditation of the laboratory | [Yes / No] | | |
|  | | |

# Annex 3 – Financial offer

## Part A: Prices per test (per sample)

### Children’s bicycles

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Price per sample** | | |
| **Standard** | Up to 15 samples | Up to 25 samples | Up to 40 samples (or more) |
| EN ISO 8098:2023 Cycles — Safety requirements for bicycles for young children | ……………………,……….€ | ……………………,……….€ | ……………………,……….€ |

### Toy bicycles

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Price per sample** | | |
| **Standard** | Up to 15 samples | Up to 25 samples | Up to 40 samples (or more) |
| EN 71-1: 2014 +A1: 2018 Safety of Toys | ……………………,……….€ | ……………………,……….€ | ……………………,……….€ |

## Part B: Full test package

|  |  |
| --- | --- |
| Price for full testing of 50 samples according to Annex 1 (including the cost of issuing the test reports) | **Laboratory’s declaration** |
| 25 Children’s bicycles | ……………………,……….€ |
| 25 Toy bicycles | ……………………,……….€ |
| Price for issuing 50 test reports (if applicable) | ……………………,……….€ |
| VAT % | ………………………….% |
| Total Price (excl. VAT) | ……………………,……….€ |

## Part C: Prices for storage and disposal of samples

|  |  |  |  |
| --- | --- | --- | --- |
|  | Price per Sample | | |
|  | **Up to 30 samples** | **Up to 50 samples** | **Up to 80 samples** |
| Price for 6 months storage and subsequent disposal of samples (excl. VAT) | ……………………,……….€ | ……………………,……….€ | ……………………,……….€ |
| VAT % | ………………………….% | ………………………….% | ………………………….% |
| Total Price (incl. VAT) | ……………………,……….€ | ……………………,……….€ | ……………………,……….€ |

# Annex 4 – Technical requirements for virtual/hybrid laboratory meetings

In the event that EY informs the laboratory that a physical meeting cannot take place as foreseen, a virtual/hybrid event will be organised. Please see below a list of requirements that the laboratory needs to fulfil in order to be able to successfully host a virtual/hybrid laboratory meeting:

* Availability of a conference room (U-shape style - up to 20 people) for two days with:
* Cabled (ethernet) internet connection to host main video conferencing device;
* Large screen in conference room to display slides and remote speakers;
* Sound system: amplification and microphones to connect to video conferencing device;
* Zoom-compatible device (or other standard video conferencing platform);
* Ample WiFi (reliable internet connection - at least 10Mbps) for devices brought by guests
* technical support in the room;
* In the laboratory premises where samples will be displayed and testing will be filmed for live broadcasting, cabled (ethernet) internet connection to host video transmission and/or WiFi (must cover the area of the tour)
* To provide water during the two days and two coffee breaks per day.

# Annex 5 – Contract model

Not subject to changes

**SUBCONTRACTING AGREEMENT**

**BY AND BETWEEN:**

**EY Consulting BV** , a Belgian limited liability company having its head office at **1831 DIEGEM, Kouterveldstraat 7B**, duly represented by [\*] (acting on behalf of a company), Partner,

hereinafter referred to as "**EY**",

**AND:**

**[…]**, a [country] limited liability company having its head office at **[xxx]**, duly represented by [\*]

hereinafter referred to as "**The Laboratory**",

Also hereinafter individually and collectively referred to as "Party" or "Parties".

## 1. Definitions

In this agreement, the following terms shall have the following meanings:

|  |  |  |
| --- | --- | --- |
| "**Agreement**" | : | The present document. |
| "**Client**" | : | European Commission – European Innovation Council and SMEs Executive Agency (EISMEA) |
| "**Contract**" | : | The contract awarded to EY by the Client. |
| “**Deliverables**” | : | Shall mean the reports, documents, templates, documentation and summaries thereof which are originated and prepared for EY in connection with performance of the Project. |
| “**Intellectual Property Rights**” | : | All intellectual property rights in any part of the world and shall include, without limitation, patents (including, without limitation, supplementary protection certificates) utility models, registered and unregistered trade and service marks, business and trade names, rights in domain names, registered designs, unregistered rights in designs (including, without limitation, in relation to semiconductor products), copyrights and neighbouring rights, authors rights, database rights, trade secrets, know how, inventions, technical or commercial knowledge, manufacturing or business processes methods and procedures and in each case rights of a similar or corresponding character and all applications and rights to apply for or for the protection of any of the foregoing. |
| "**Project**" | : | The project as further described in article 2. |

## 2. Subject of the agreement

EY has been engaged by Client for the performance of certain testing services as further described in Annex 1 – Request for services.

EY wishes to engage The Laboratory for the provision of these services within the scope of the Contract. More specifically, The Laboratory shall perform the testing services as described in Annex 2 – Testing criteria and prices, the “Project”. The final number of required tests will be determined by the Client.

The subject of this agreement is to stipulate the respective rights and obligations and the terms and conditions for the performance of the Project.

## 3. Nature of the agreement - Intuitu persononae

### 3.1. Nature of the agreement

1. LEGAL NATURE

The present agreement is a sub-contracting agreement. EY is the sole contractual party in the Contract.

1. NO AGENCY – INDEPENDENT PARTIES

Save as may be provided hereto, each Party shall act as independent contractor and not as the agent of the other Party and, accordingly, shall act with respect to third parties and, notably its suppliers, in its own name and on its behalf only. However, within the framework of the Project, the Laboratory will comply with EY’s general guidelines and strategic decisions.

### 3.2 Intuitu personae

The Laboratory is not authorised to subcontract the performance of whole or part of its share except with the explicit prior written consent of EY.

However, EY shall never be deemed a joint employer of any employees or agents performing the services and The Laboratory shall be responsible for any and all claims by those persons.

In addition, The Laboratory shall be solely and exclusively responsible to respect all applicable legislation regarding the employment (including but not limited to work permits and work cards) or service provision, employment conditions, the residence obligations and formalities and for fulfilling all social security and tax obligations in relation to the execution of the Agreement.

## 4. General obligations

### 4.1 Duties of EY

EY is specifically in charge of the following:

(a) to liaise with the Client and in charge of ensuring, to the sole benefit of the Client, and without prejudice to each Party’s own responsibility, that the Contract is adequately performed,

1. to transfer and forward information and documents between both Parties and the Client and to centralize all documents and information relevant to the Contract,
2. to submit the reports and documents from The Laboratory to the Client.

### 4.2 General duties of The Laboratory

The Laboratory shall:

1. provide the services with professional care and according to the standards defined in the Contract,
2. keep EY informed of any problem which might affect the normal and proper negotiation and performance of the Contract,
3. provide EY in due time with all relevant information and documents which may be needed for the relationship with the Client,
4. be the sole responsible for the content and the timely delivery of its Deliverables,
5. co-operate with EY in preparing the final report or any memorandum, reservation or claim to the Client,
6. assist EY to the best of its abilities in relation to the Contract,
7. timely send its respective invoices in relation to the Project.

### 4.3 Reporting

The Laboratory shall be responsible for the presentation, in hard copy as well as in electronic format, of documents meeting the reporting requirements. The Laboratory will provide full support and an effective quality control to ensure that the contents and the form of the Deliverables provided meet the highest professional standards. The Laboratory agrees and acknowledges that EY has a legitimate interest in monitoring and ensuring the quality of its services and the Laboratory shall provide EY a copy of its working papers and supporting documents related to the Deliverables as EY may reasonably request from time to time.

### 4.4 Insurance

The Laboratory shall take out and maintain at its own expense an insurance covering its liability under the Contract unless it is already covered under an insurance policy covering all its contracts.

Upon first request of EY, the Laboratory will provide sufficient written proof of the liability coverage under the form of an insurance certificate.

## 5. Fee

### 5.1 Fee

In return for the performance of the Project, the Laboratory shall be entitled to a remuneration of [XX] EUR [full test package for up to [XX] samples: [XX] EUR; storage fee for up to XX samples: [XX] EUR]- (VAT excluded) as further described in Annex 2.

In the event that less samples than the agreed amount are tested, the total remuneration will be adjusted based on the cost of the exact number of samples tested.

### 5.2 Expenses

Furthermore, all reasonable, directly attributable expenses, paid by the Laboratory, for EY, incurred with the prior approval of EY, within the framework of the execution of the Project, will be reimbursed by EY providing the required receipts are submitted.

### 5.3 Invoicing

The Laboratory shall be entitled to invoice the fees according to following payment schedule:

* **1st instalment:** 10% of the fee following the signature of the contract;
* **2nd instalment:** 30% of the fee upon completion of 50% of the tests.

50% of the tests will be considered as completed either by delivery of test reports including 50% of tests or based on the detailed overview table that shows the status of the tests;

* **Final balance:** Upon acceptance of each Deliverable by the MSAs.

The payment by EY will be made in 45 days after receipt of the invoice.

If payment by EY is not made within the aforementioned period, the Laboratory shall notify EY by registered letter within 7 days after the end of that period. Late payment interests are only due if EY thereafter continues to default without justification in the payment of the invoice.

Each invoice will provide the bank account details for reception of payment and display the following information:

Addressed to: EY Consulting BV

Engagement partner: [Engagement partner]

Engagement code: [Engagement code]

Engagement contract number: [Engagement contract number]

VAT number BE [VAT number of EY company]

Services provided: Testing services

The Laboratory shall deliver his invoices electronically to EY to the following e-mail addresses: [eyfwc@be.ey.com](mailto:eyfwc@be.ey.com) and [casp2024@be.ey.com](mailto:casp2024@be.ey.com), and in accordance with the invoicing procedures of EY. In the event the invoicing procedures of EY change, the Laboratory agrees to amend his invoices accordingly.

## 6. Default

* 1. If the Laboratory fails to fulfill its obligations under this Agreement, it will be given notice by EY to comply within a reasonable time to be determined by EY. If the Laboratory still fails to duly carry out its obligations, subject to the Client's rights, the inadequately performed obligation and the remaining obligations under the responsibility of the Laboratory shall be either taken over and corrected by EY, or entrusted to another company, at the cost and risk of the Laboratory and without any kind of indemnification to the Laboratory.

**6.2** In the event of a default, the Laboratory:

* + - shall, at first request, hand over to EY all the relevant documents and information that may be useful or necessary to the continuation of the Project, either in hard or in soft copy at EY’s discretion, for the exclusive use in the performance of the Project.
    - shall bear any justified increase in the price of the Project which may arise by reason of its default as well as justified loss or damage suffered by EY.

## 7. Liability

The Laboratory shall be fully responsible for the quality of the services and Deliverables and shall be liable for any consequence (including all kinds of penalties and liquidated damages) of their default or defective performance of the Project.

## 8. Confidentiality

The Laboratory acknowledges that during the execution of this Agreement, it may be party to strictly confidential and proprietary information relating to EY, its network or EY clients, which EY wishes to keep confidential and proprietary. The Laboratory agrees not to reveal to third parties or use for its own benefit or for the benefit or any other person or entity other than EY, for the duration of this Agreement and after its termination, any commercial, technical, operational, financial or any other information relating to EY, its network or EY clients, of a confidential nature which the Laboratory received, regardless of the form in which the information was received. The Laboratory acknowledges that all information with respect to this Agreement will be deemed confidential information. The Laboratory shall use the same means as it uses to protect its own confidential information, but in any event no less than reasonable means, to prevent the disclosure and protect the confidential nature of the information and use it only in connection with activities contemplated under this Agreement.

The Laboratory guarantees that any employees or agents of the Laboratory employed for the purposes of executing this Agreement shall comply with the above commitment towards EY.

The foregoing restrictions shall not apply to information which is:

1. already known by the recipient without an obligation of confidentiality;
2. publicly known or becomes publicly known through no unauthorized act of the recipient;
3. rightfully received from a third party without restriction;
4. independently developed by the recipient without the use of the disclosing party’s confidential information;
5. required to be disclosed pursuant to a requirement of a governmental agency or law provided the disclosing party provides the other party with notice of such requirement prior to disclosure where possible.

Upon request of EY or upon termination of this Agreement, the Laboratory shall return all copies of the confidential information or if requested, certify in writing that all copies of the confidential information have been destroyed.

Unless prohibited by applicable law, EY may disclose information provided by the Laboratory to other EY firms, EY persons and third parties providing services on its behalf who may collect, use, transfer, store or otherwise process it (hereinafter collectively ‘Process’) in the various jurisdictions in which they operate for purposes related to this Agreement, to comply with regulatory requirements, to check conflicts, for quality, risk management or financial accounting purposes and/or for the provision of other administrative and IT support services (hereinafter collectively ‘Process Purposes’). EY shall be entitled to maintain a file, containing copies of relevant documents, which shall be its property.

This clause 8 shall survive the termination of this Agreement for a period of 3 years.

## 9. Data protection

The Laboratory hereby explicitly gives its consent that, for the Process Purposes referred to in clause 8 above, EY and other EY firms, EY persons and third parties providing services on EY’s behalf may Process information that can be linked to specific individuals (‘Personal Data’) in various jurisdictions in which they operate (EY office locations are listed at [www.ey.com](http://www.ey.com)). EY shall Process the Personal data in accordance with applicable laws and professional regulations including, without limitation, the General Data Protection Regulation (“Algemene Verordening Gegevensbescherming). EY shall require all service providers that Process Personal Data on its behalf adhere to such requirements.

## 10. Coming into force - Duration -Termination

10.1 The Agreement shall come into force at the date of the signature by the last Party. It shall in first instance remain valid until fulfillment of all obligations under the Contract and the assignments given in accordance with the Contract.

10.2 Early termination of the Agreement due to an early termination of the Contract with the Client is possible provided that all outstanding and payable accounts are settled and no claim or dispute in connection with this Agreement and related to one or several Parties is pending.

10.3 In the event of a breach by a Party of its obligations under the present Agreement, the other Party shall notify the breaching Party of its shortcomings by registered mail. Should the breach not be rectified within 14 days, the other Party shall be entitled to terminate the agreement.

In the event of a breach of articles 11.3, 11.4, 11.5 and/or 11.9 of the present Agreement, EY shall be entitled to terminate the Agreement with immediate effect.

## 11. Miscellaneous

### 11.1 Severability

If any of the provisions of the Agreement is found by a competent authority to be void or unenforceable, such provision shall be deemed to be deleted from the Agreement and the remaining provisions of the Agreement shall remain in full force and effect. Notwithstanding the foregoing, the Parties shall thereupon negotiate in order to agree with the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.

### 11.2 Intellectual Property Rights

EY shall own all Intellectual Property and other rights in and to the Deliverables under the Project. Such ownership rights shall be exclusive and fully vested in EY, with effect from the date of creation. The Laboratory agrees to assign and does hereby assign (free from any liens or encumbrances) to EY all rights, title and interest in and to any and all the Intellectual property relating to the Project.

### 11.3 Conflict of interest

The Laboratory will notify EY of any conflict of interest which could arise during the performance of the Contract.

### 11.4 Code of Conduct

EY’s standards for business conduct can be found in EY’s Global Code of Conduct: <http://www.ey.com/gl/en/home/global-code-of-conduct>.The Laboratory hereby agrees to be informed of and abide by the provisions of EY’s Global Code of Conduct during its relationship with EY. The Laboratory additionally guarantees that any employees or agents of his employed on the assignment will comply with the provisions contained in the aforementioned Global Code of Conduct.

### 11.5 Professional Regulations

The Parties acknowledge that EY and the member firms of its network are subject to strict national and international regulations, specifically relating to independence. These regulations also apply to the agreements EY enters into with its business partners. If, at any moment during the term of the present Agreement, EY considers that the execution of the Agreement violate national or international regulations, to which EY or one of the member firms of its network are subject to, Parties will in first instance try to amend the present Agreement in order to comply again with said regulations. If such agreement cannot be reached within a reasonable period of time, EY shall have the right to terminate the Agreement with immediate effect.

Within this framework, the Laboratory warrants that:

1. neither it nor any of its officers, directors or substantial shareholders or any of its personnel providing services under this Agreement are officers, directors or substantial shareholders of an audit client of any member firm of EY’s international network; and
2. the amounts paid as remuneration for its services under this Agreement do not exceed 40% of their total annual revenues.

The Laboratory shall inform EY of any changes to the foregoing that may occur during the term of this Agreement.

### 11.6 Waiver - Amendment

The failure of any Party to enforce at any time any of the provisions of the Agreement or to require at any time performance by the other Parties of any of such provisions, shall in no way be construed to be a waiver of such provisions nor the right of any Party to enforce in the future each and every provision.

No waiver, modification, or Amendment of any of the provisions of the Agreement shall be binding unless it is in writing and executed by a duly authorised representative of each Party.

### 11.7 Notices

Any notice under the Agreement shall be deemed valid upon receipt, provided that it is served by registered mail or by telefax or e-mail and subsequently confirmed by registered mail and shall be deemed to have been communicated from its reception by the receiving party. All such correspondence shall be addressed to the following addresses:

|  |  |
| --- | --- |
| * For EY:   EY Consulting BV  To  Address:  Number:  Email: | * For The Laboratory:   The Laboratory  To …, Contract Manager  Address:  Number:  Email: |

### 11.8 Protection of Names

Unless the Laboratory is given prior formal authorisation, he promises not to use the name EY” or “Ernst & Young” alone or in association with the brands and logos and other trade names from the EY network, within the framework of marketing offers or relations with any third party, whether this is during or after the duration of the Agreement.

### 11.9 Anti-Corruption

The Laboratory appreciates the impact of anti-corruption legislation. The Laboratory confirms that it has a culture of zero tolerance for bribery and has well established policies and procedures around anti-bribery in place. The Laboratory confirms that both it and its employees and/or agents will comply with anti-bribery regulations.

The Laboratory will promptly report to EY any request or demand for any undue financial or other advantage of any kind received by any third party in connection with the performance of this Agreement or any Assignment.

The Laboratory will indemnify EY from any damages, losses and expenses arising from the non-compliance by the Laboratory or its employees or agents with the anti-bribery regulations.

### 11.10 Governing Law and Jurisdiction

The Agreement shall be governed and interpreted in accordance with the laws of Belgium.

Any dispute arising in connection with the Agreement which is not amicably solved between the Parties within sixty (60) days from the notification of its claim by the most diligent Party to the other Parties shall be subject to the exclusive jurisdiction of the Court of Brussels.

In witness whereof, the Parties hereto have caused the Agreement to be executed by their duly

authorised signatories in 2 original copies, on [../../..]

For EY : For The Laboratory:



Annex 1: Request for Services

Annex 2: Test samples and prices

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Description automatically generated

**End**

1. The tenderer also needs to prepare and keep up-to-date a **detailed overview table** which will show individual test results for all sub-clauses of each and every sample tested. This table needs to be updated every two weeks during the testing period and shared via the Wiki platform (instructions and access will be provided by EY). [↑](#footnote-ref-1)
2. The full testing regimen might be modified based on the collected prices and in consultation with the selected laboratory and with the MSAs. [↑](#footnote-ref-2)
3. The Wiki platform is the internal communication tool that will be used in the project. [↑](#footnote-ref-3)
4. The laboratory will be requested to upload the test reports on the Wiki platform. [↑](#footnote-ref-4)
5. Involvement and experience of laboratory personnel in standardisation work would be consider an asset, however it is not an essential formal qualification for this tender. [↑](#footnote-ref-5)
6. The costs of the camera crew will be borne by the Contracting party (EY / ESN / MCI). [↑](#footnote-ref-6)