

Moving Europe towards a sustainable  
and safe railway system without frontiers.

## Tender specifications Call for tenders N° ERA 2026 02 OP

*Title: Development and maintenance of learning products for the  
EU Agency for Railways*

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## Section A. General tender conditions

### 1 What is ERA?

The European Union Agency for Railways (hereinafter "ERA" or "the Agency" or "the Contracting authority") is a specialised agency of the European Union, which is currently located in Valenciennes, France: 120, Rue Marc Lefrancq – F-59300 Valenciennes.

The European Union Agency for Railways (ERA) Mission Statement is: "Moving Europe towards a sustainable and safe railway system without frontiers." ERA's Vision is: "A sustainable and safe European transport system without frontiers." These statements embody the core identity of ERA.

#### Vision

First, the Vision. In the context of the European Green Deal, rail has the potential to become the backbone of the European multimodal transport and mobility system. This is reflected in our Vision.

We want to show that rail is part of a more global transport system. The Vision is that rail will be fully incorporated in our transport and mobility patterns due to its high environmental performance: high energy efficiency and low externalities, hence the word "**sustainable**", and keeping a high level of safety performance, hence the word "**safe**".

Moving from a patchwork to a network also requires to focus on the "**without frontiers**" as we are contributing to establish a European network of transport taking advantage of all the inherent qualities of the different modes of transport.

#### Mission

The Mission Statement is more railway focused as this is our business field. However, we apply the same principles as for the Vision with the key terms of **sustainability** and **safety**. Interoperability is not forgotten in this Mission Statement as the terms "**without frontiers**" emphasises the key role of interoperability to reach the objective of a Single European railway area.

Finally, the terms "**moving Europe**" indicates that the Agency is a driving the work to make sure that the railway system remains a very safe mode of transport and breaks the barriers to build a truly European network resulting in an increase of the rail modal share in the transport and mobility system. Reaching these goals will help our society to reach the ambition of a carbon neutral transport system by mid-century.

As per Regulation (EU) 2016/796 of the European Parliament and of the Council of 11 May 2016, the Agency performs the role of Union authority responsible for issuing authorisations for the placing on the market of railways vehicles and vehicle types and for issuing single safety certificates for railway undertakings.

Further information can be found on the Agency's web site at <http://www.era.europa.eu>.

### 2 What is a tender?

For its organisation and functioning, the ERA is in constant need of goods and services. 'Tendering' is the structured way to consult the market for the purchase of these goods and services.

The purpose of competitive tendering for awarding contracts is two-fold:

- › to ensure the transparency of operations;
- › to obtain the desired quality of services, supplies and works at the best possible price.

### 3 Legal basis: what are the rules?

This call for tenders is governed by the provisions of [Regulation - EU, Euratom - 2024/2509 - EN - EUR-Lex](#) (the Financial Regulation)<sup>1</sup>.

The *Contracting authority* has chosen to award the contract resulting from this call for tenders through an open procedure pursuant to Article 167(1) (a) of the Financial Regulation. In an open procedure, any interested economic operator (any natural or legal person who offers to supply products, provide services or execute works) may submit a tender.

### 4 Rules on access to procurement: who may submit a tender?

Participation in this call for tenders is open on equal terms to all natural and legal persons coming within the scope of the [Treaties](#), as well as to international organisations.

It is also open to all natural and legal persons established in a third country, which has a special agreement with the European Union in the field of public procurement on the conditions laid down in that agreement. Where the Agreement on Government Procurement<sup>2</sup> concluded within the World Trade Organisation applies, the participation to this call for tenders is open to all natural and legal persons established in the countries that have ratified this Agreement, on the conditions laid down therein.

The rules on access to procurement do not apply to subcontractors. Subcontracting may not be used with the intent to circumvent the rules on access to procurement.

To enable the *Contracting authority* to verify the access, each tenderer must indicate its country of establishment (and in case of joint tender – the country of establishment of each group member) and must present the supporting evidence normally acceptable under the law of that country/-ies. The same document(s) could be used to prove country/-ies of establishment and the delegation(s) of the authorisation to sign as described in Section D.3.

### 5 Registration in the Participant Register: why register?

Any economic operator willing to submit a tender for this call for tenders must be registered in the [Participant Register](#) - an online register of organisations and natural persons participating in the Agency's calls for tenders or proposals (participants).

On registering each participant obtains a Participant Identification Code (PIC, 9-digit number), which acts as its unique identifier in the Participant Register. A participant needs to register only once – the information provided can be further updated or re-used by the participant in other calls for tenders or calls for proposals of the European Commission and other EU institutions/bodies.

**Each participant needs to ensure that its SME status in the Participant Register is registered and kept up to date.**

At any moment during the procurement procedure, the Research Executive Agency Validation Services (hereafter the EU Validation Services) may contact the participant and ask for supporting documents on legal existence and status [and financial capacity]. The requests will be made through the register's messaging system to the e-mail address of the participant's contact person indicated in the register. It is the responsibility of the participant to provide a valid e-mail address and to check it regularly.

<sup>1</sup> Regulation (EU, Euratom) 2024/2509 of the European Parliament and of the Council of 23 September 2024 on the financial rules applicable to the general budget of the Union (recast)

<sup>2</sup> [https://www.wto.org/english/tratop\\_e/gproc\\_e/gp\\_gpa\\_e.htm](https://www.wto.org/english/tratop_e/gproc_e/gp_gpa_e.htm).

The documents that may be requested by the EU Validation Services are listed in the [rules-lev-lear-fca\\_en.pdf](#)

**Please note that a request for supporting documents by the EU Validation Services in no way implies that the tenderer has been successful.**

## 6 Ways to submit a tender: how can economic operators organise themselves to submit a tender?

Economic operators can submit a tender either as a sole tenderer or as a group of tenderers. In either case, subcontracting is permitted.

In order to fulfil the selection criteria set out in Section C the tenderer can rely on the capacities of subcontractors or other entities (not subcontractors).

The role of each entity involved in a tender (hereafter referred to as “*involved entity*”) must be clearly specified in the eSubmission application: i) sole tenderer, ii) *Group leader* of a group of tenderers, iii) member of a group of tenderers, or iv) subcontractor. For an entity on whose capacities the tenderer relies to fulfil the selection criteria (that is not a subcontractor), this role is defined in the commitment letter (**Annex 7**). This applies also where the *involved entities* belong to the same economic group.

### 6.1 Joint tenders

A joint tender is a situation where a tender is submitted by a group (with or without legal form) of economic operators regardless of the link they have between them. The group as a whole is considered a tenderer<sup>3</sup>.

All members of the group assume joint and several liability towards the *Contracting authority* for the performance of the contract as a whole.

Group members must appoint a *Group leader* and a single point of contact authorised to act on their behalf in connection with the submission of the tender and all relevant questions, clarification requests, notifications, etc., that may be received during the evaluation, award and until the contract signature. The model power of attorney attached in **Annex 4** is to be used.

The joint tender must clearly indicate the role and tasks of each member and of the *Group leader* who will act as the *Contracting authority's* contact point for the contract's administrative or financial aspects and operational management. The *Group leader* will have full authority to bind the group and each of its members during contract execution. If the joint tender is successful, the *Contracting authority* shall sign the contract with the *Group leader*, authorised by the other members to sign the contract on their behalf via power of attorney drawn up in the model attached in **Annex 4**.

Changes in the composition of the group during the procurement procedure (after the submission deadline and before contract signature) shall lead to rejection of the tender except in case of a merger or takeover of a member of the group (universal succession), provided that the new entity has access to procurement (see **Section A**) and is not in an exclusion situation, (see **Section C**).

In any case the selection criteria must be still fulfilled by the group and the terms of the originally submitted tender may not be altered substantially, i.e. all the tasks assigned to the former entity must be taken over by the new entity member of the group, the change must not make the tender non-compliant with the Tender specifications, and the evaluation of award criteria of the originally submitted tender may not be modified.

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<sup>3</sup> References to tenderer or tenderers in this document shall be understood as covering both sole tenderers and groups of economic operators submitting a joint tender.

## 6.2 Subcontracting

Subcontracting is the situation where the contractor enters into legal commitments with other economic operators, which will perform part of the contract on its behalf. The contractor retains full liability towards the *Contracting authority* for performance of the contract as a whole.

The following shall not be considered subcontracting:

- a) Use of workers posted to the contractor by another company owned by the same group and established in a Member State (“intra-group posting” as defined by Article 1, 3, (b) of [Directive 96/71/EC concerning the posting of workers in the framework of the provision of services](#)).
- b) Use of workers hired out to the contractor by a temporary employment undertaking or placement agency established in a Member State (“hiring out of workers” as defined by Article 1, 3, (c) of [Directive 96/71/EC concerning the posting of workers in the framework of the provision of services](#)).
- c) Use of workers temporarily transferred to the contractor from an undertaking established outside the territory of a Member State and that belongs to the same group (“intra-corporate transfer” as defined by Article 3, (b) of [Directive 2014/66/EU on the conditions of entry and residence of third-country nationals in the framework of an intra-corporate transfer](#)).
- d) Use of staff without employment contract (“self-employed persons working for the contractor”), without the tasks of the self-employed persons being particular well-defined parts of the contract.
- e) Use of suppliers and/or transporters by the contractor, in order to perform the contract at the place of performance, unless the economic activities of the suppliers and/or the transporting services are within the subject of this call for tender.
- f) Performance of part of the contract by members of an EEIG (European Economic Interest Grouping), when the EEIG is itself a contractor or a group member.

The persons mentioned in points a), b), c) and d) above will be considered as “personnel” of the contractor as defined in the framework contract.

All contractual tasks may be subcontracted unless the *Technical specifications* expressly reserve the execution of certain critical tasks to the sole tenderer itself, or in case of a joint tender, to a member of the group.

By filling in the form available in Annex 5, tenderers are required to give an indication of the proportion of the contract that they intend to subcontract, as well as to identify and describe briefly the envisaged contractual roles/tasks of subcontractors meeting any of these conditions (hereafter referred to as *identified subcontractors*):

- › on whose capacities the tenderer relies upon to fulfil the selection criteria as described under **Section C**;
- › whose individual share of the contract, known at the time of submission, is above 20 %.

Any such subcontractor must provide the tenderer with a commitment letter drawn up in the model attached in **Annex 6** and signed by its authorised representative.

Changes concerning subcontractors identified in the tender (withdrawal/replacement of a subcontractor, additional subcontracting) during the procurement procedure (after the submission deadline and before contract signature) require the prior written approval of the *Contracting authority* subject to the following verifications:

- › any new subcontractor is not in an exclusion situation;
- › the tenderer still fulfils the selection criteria and the new subcontractor fulfils the selection criteria applicable to it individually, if any;

- › the terms of the originally submitted tender are not altered substantially, i.e. all the tasks assigned to the former subcontractor are taken over by another involved entity, the change does not make the tender non-compliant with the Tender specifications, and the evaluation of award criteria of the originally submitted tender is not modified.

Subcontracting to subcontractors identified in a tender that was accepted by the *Contracting authority* and resulted in a signed contract, is considered authorised.

### 6.3 Entities on whose capacities the tenderer relies to fulfil the selection criteria

In order to fulfil the selection criteria a tenderer may also rely on the capacities of other entities, regardless of the legal nature of the links it has with them. It must in that case prove that it will have at its disposal the resources necessary for the performance of the contract by producing a commitment letter in the model attached in **Annex 7**, signed by the authorised representative of such an entity, and the supporting evidence that those other entities have the respective resources.

If the contract is awarded to a tenderer intending to rely on another entity to meet the minimum levels of economic and financial capacity, the *Contracting authority* may require the entity to sign the contract or, alternatively, to provide a joint and several first-call financial guarantee for the performance of the contract.

With regard to technical and professional selection criteria, a tenderer may only rely on the capacities of other entities where the latter will perform the works or services for which these capacities are required (i.e. the latter will assume the role of subcontractors).

Relying on the capacities of other entities is only necessary when the capacity of the tenderer is not sufficient to fulfil the required minimum levels of capacity. Abstract commitments that other entities will put resources at the disposal of the tenderer will be disregarded.

## Section B. Scope and description of the procurement

The purpose of these technical specifications is, on the one hand, to provide candidates with instructions and guidance on the nature of the offer, which they will have to submit, and, on the other hand, to serve as a mandate for the contractor during the implementation project work.

The specifications will be part of the contract that could be awarded following this call for tenders.

Please note that the terms service provider, tenderer and contractor are used interchangeably in the document.

### 1 Contracting authority: who is the buyer?

This call for tenders is launched and managed by the EU Agency for Railways (ERA), referred to as the *Contracting authority* for the purposes of this call for tenders.

### 2 Subject: what is this call for tenders about?

The subject of this call for tenders is:

- Development and production of learning content
- Conceptual and pedagogical advice
- Advice related to the integration of e-learning content
- Updating and maintenance of learning content

### 3 Timetable

The timetable for this tender and the resulting contract is as follows:

Summary timetable	Date	Comments
Launching date	16/06/2026	Dispatch of contract notice to OJEU
Deadline for request for clarifications from ERA	17/08/2026	<a href="#">EU Funding &amp; Tenders Portal</a>
Last date on which clarifications are issued by ERA	21/08/2026	
<b>Deadline for submission of offers</b>	25/08/2026	11h00 Paris time
Opening session	25/08/2026	14h30 Paris time
Date for evaluation of offers	September	Estimated
Notification of award to the selected contractor	October	Estimated
Contract signature	November	Estimated
Commencement date of activities	November	Estimated
Completion date	December 2030	Estimated

### 4 Lots: is this call for tenders divided into lots?

This call for tenders is not divided into lots.

### 5 Description: what do we want to buy through this call for tender?

The services that are the subject of this call for tenders, including any minimum requirements, are described in detail below.

Variants (alternatives to the model solution described in the Tender Specifications) are not allowed. The *Contracting authority* will disregard any variants described in a tender.

## 5.1 Definitions and abbreviations

Unless otherwise stated, the following terms and abbreviations are used consistently throughout these Technical Specifications and in the Financial Tender Form (Annex 2).

### 5.1.1 Terms and definitions

Term	Definition
<b>Agency</b>	The European Union Agency for Railways as established by Regulation (EU) 2016/796 of the European Parliament and of the Council of 11 May 2016 on the European Union Agency for Railways, repealing Regulation (EC) No 881/2004.
<b>AI-generated voice-over</b>	Synthetic speech generated by artificial intelligence systems, designed to replicate human-like voices with natural prosody (tone, pitch, cadence) for a range of applications. The objective is to produce speech that is natural and intelligible, enhancing user engagement.
<b>Asynchronous learning</b>	An instructional model in which trainers and learners do not interact in real time. Content is available online for learners to access at their convenience (e.g. self-paced modules, pre-recorded lectures/podcasts, virtual libraries, lecture notes, discussion forums or social media spaces).
<b>Avatar</b>	A digital persona used within a course to guide, instruct and interact with learners, enhancing engagement and learning experience.
<b>Blended learning</b>	An instructional model combining in-person (on-site or work-based) teaching/training and online or distance activities. <i>Note:</i> Blended learning 2.0 may incorporate mobile learning, game-based learning/gamification and social media. Related but not synonymous with hybrid learning (which mixes synchronous in-person, synchronous remote and asynchronous remote activities).
<b>Competence</b>	Demonstrated ability to use knowledge, know-how, experience and skills (job-related, personal, social or methodological) in work or learning situations and in professional and personal development. Includes cognitive, functional/technical, interpersonal and ethical dimensions; may be individual or collective (e.g. organisational).
<b>Dissemination</b>	The act of spreading content, with or without feedback from the audience.
<b>Document</b>	Any content, regardless of the medium (paper, electronic, audio, visual or audiovisual), relating to this specific call for tenders.
<b>E-learning</b>	Delivery of a course or programme online, using ICT tools such as educational software, forums, chat or videoconferencing.

<b>Digital learning</b>	An umbrella term for learning that uses ICT across different media and instructional models (software, internet or other electronic/interactive media) to acquire knowledge, skills and competences.
<b>ERA content owners</b>	ERA structures responsible for managing specific content and producing deliverables (e.g. draft legislation, guidance, technical documents) within the scope of activities assigned by the annual Single Programming Document.
<b>Gamification</b>	The application of game elements (e.g. points, competition, rules of play) to learning design, either as the primary learning approach or to drive engagement.
<b>Localise / localisation</b>	The process of adapting a software application or e-learning course by assigning translated content and related assets for a specific target audience.
<b>Module (training module)</b>	A coherent cluster of content addressing one or more topics. A module can stand alone or be divided into <b>units</b> .
<b>Order form</b>	A simplified specific contract by which the Contracting Authority orders services under this Framework Contract (FWC).
<b>Railway Safety Directive</b>	Directive (EU) 2016/798 of the European Parliament and of the Council of 11 May 2016 on railway safety (OJ L 138, 26.5.2016, p. 102–149).
<b>Role</b>	A function performed by persons in an organisation, described in a role description including required skills.
<b>SCORM</b>	Shareable Content Object Reference Model — a standard for structuring learning content and Learning Management Systems to ensure interoperability and reuse across compliant systems.
<b>Skill</b>	The ability to apply knowledge and use know-how to complete tasks and solve problems.
<b>Storyboard</b>	A document describing an e-learning course's structure, content flow and learner interactions. It aligns instructional designers, subject-matter experts, developers and multimedia teams around objectives and delivery.
<b>Synchronous learning</b>	An instructional model where trainers and learners engage at the same time (in-person or online), enabling active discussion, immediate feedback and personal interaction.
<b>Topic</b>	A subject to be developed based on role descriptions.
<b>Training</b>	All forms of learning and development activities, regardless of delivery mode (on-premises, online, etc.).

<b>Unit (training unit)</b>	A part of a training module that supports its own learning objectives and can be followed autonomously within a larger module.
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*Notes on sources:* Several definitions are aligned with recognised references such as CEDEFOP Glossary and sector practice; legal acts are cited verbatim.

5.1.2 Table of abbreviations

Abbreviation	Meaning
<b>ASBO</b>	Assessment Body
<b>EC</b>	European Commission
<b>ERA</b>	European Union Agency for Railways
<b>EU</b>	European Union
<b>IM</b>	Infrastructure Manager
<b>IT</b>	Information Technology
<b>NIB</b>	National Investigation Body
<b>NOBO</b>	Notified Body
<b>NSA</b>	National Safety Authority
<b>SSC</b>	Single Safety Certificate

5.2 Background and objectives

Under the four-year framework contract “Development of training products for the EU Agency for Railways Knowledge E-LEARNING PLATFORM” (FWC 2022-03\_01, 2022–2026), the Agency populated its e-learning platform with an initial offering of courses and learning materials.

The Agency now intends to continue enriching its catalogue and to maintain and improve existing learning materials. This call for tenders therefore covers both new development and maintenance/updating of training products and related documentation.

5.3 Detailed characteristics of the purchase

The purchase comprises the provision of the following services/deliverables:

- Development of training courses and materials — general requirements
- Development of training materials — for participants
- Development of training materials — for trainers
- Updating and maintenance of training materials

- Conceptual and pedagogical advice
- Advice on content integration

### **Language**

All deliverables shall be produced in English, and all communication with ERA shall be in English. ERA may provide translations and may request localisation of materials (including use of online and/or AI-based tools).

### **Ownership and branding**

All deliverables produced remain the full property of ERA. Training materials shall not display the contractor's name or logo. Any reference to the contractor requires prior written agreement by the Agency.

### **Accessibility and ethics**

All deliverables shall aim for the highest accessibility (e.g. in line with guidance from the Publications Office of the European Union) and comply with ethical standards (non-discriminatory, non-offensive, non-defamatory, etc.).

### **Scripts and assets**

Deliverables shall be accompanied by full scripts/storyboards and all assets (e.g. AI-generated voice-overs, avatars where used, quizzes, drag-and-drop interactions, clickable links) presented in a professional graphical layout that conforms to the Agency's corporate design guidelines and the EU Institutions' style guides.

Ordering. All services/activities requested will be subject to specific order forms or specific contracts, as detailed below.

NB: Any reference to deliverables in these specifications relates to the execution phase of the contract. At tender stage, tenderers are only required to submit descriptions and illustrative mock-ups, as specified in Annex 1B.

### **Validation**

The Agency will verify and validate training material prior to publication.

#### *5.3.1 Development of learning materials: general requirements*

The Agency will provide existing content (e.g. training modules, presentations, guides and dissemination material) prepared by various content owners. Based on this material, the contractor shall develop high-quality training materials to support synchronous, asynchronous and blended learning.

The Agency may also request stand-alone, tailor-made courses in response to specific needs of the Agency and/or its stakeholders.

For each request for a cost estimate, the Agency will provide a briefing including, as applicable:

- the existing material to be processed;
- topics to be covered;
- contact persons/content owners;
- target audience(s);
- required deliverable format(s);
- delivery mode (e-learning, classroom, blended, etc.);
- training objectives.

The materials/course shall:

- follow a clear script proposed by the contractor and agreed with the content owner;

- be broken down into logical blocks (modules/units of appropriate length and scope) to facilitate knowledge retention;
- include monitoring of learner behaviour (e.g. time spent per section; progression pace such as rapid clicking through sections without reading), in accordance with applicable data protection rules;
- be provided in an open, interoperable standard (e.g. SCORM);
- support multiple delivery modes (in-person classroom, e-learning, blended learning, self-evaluation);
- be editable by the Agency for minor changes (e.g. typos, updated legal references), with basic guidance supplied by the contractor;
- enable easy translation, ensuring that relevant elements (e.g. AI voice-overs, subtitles, avatars) can be efficiently adapted when translations are available;
- Enable cost-efficient and high quality “localisation” of the translated content.

### **Content enhancement**

With prior agreement of the content owner, the contractor may complement Agency content with examples and case studies. Where real-life cases are used, an institutional balance shall be observed (i.e. no exclusive reference to a single railway company or a single Member State).

#### *5.3.2 Development of learning materials: for participants*

Where appropriate for the chosen training mode, the materials should include:

- Exercises (e.g. quizzes, voting polls) and games (gamification);
- Assessment questionnaires (diagnostic to assess initial knowledge and/or summative to evaluate training effectiveness);
- Feedback mechanisms for learners;
- Q&A opportunities with trainers or content owners;
- Handouts for trainees.

#### *5.3.3 Development of learning materials: for trainers*

Upon request, developed materials shall be complemented by trainer-facing documentation and assets to facilitate consistent delivery by different trainers, including:

- a design document (“passport”) summarising characteristics (target audience and pre-requisites, learning objectives, course duration, delivery mode, etc.);
- a trainer manual and supporting script(s);
- a final assessment exercise and expected results/marking scheme;
- handouts for trainees;
- an evaluation sheet (to gather feedback on the training);
- a Q&A set (frequently asked questions);
- other supporting artefacts as agreed.

#### *5.3.4 Updating and maintenance of learning products*

This service covers maintenance of all learning products and the integration of additional training materials (e.g. videos, presentations and other media), ensuring content remains current and coherent.

#### *5.3.5 Conceptual and pedagogical advice*

On request, the contractor shall provide pedagogical consulting, which may include:

- selection and use of audience engagement tools;

- establishing and managing an alumni network;
- measures to increase learner feedback;
- advice on certification schemes for learners; and
- other relevant instructional design support.

#### 5.3.6 *Advice on content integration*

On request, the contractor shall provide advice on content integration within the Moodle platform (e.g. packaging, interoperability, analytics configuration, user experience).

### 5.4 **Quality of service**

The services are expected to assist the Agency in improving the quality, relevance and range of training offered by ERA.

While the Agency validates the technical content, the contractor is responsible for the linguistic quality of all documentation (spelling, grammar, syntax, consistent terminology; avoidance of non-English terms such as vis-à-vis where not stipulated; correction of translation errors, etc.).

Where material contains clerical mistakes or language errors, the Agency may require the contractor to correct these prior to validation. A tolerance rate applies: one error of any kind per ten pages is accepted. If the error rate is higher, the contractor shall correct the material at no cost to the Agency.

#### 5.4.1 *Verification and validation of documents*

Draft materials prepared by the contractor must be verified and accepted by the content owner.

For validation, the contractor shall send the Agency the finalised electronic versions by the deadline specified in each purchase order. These versions must be compliant with OpenDocument standards.

Within two weeks, the Agency will either validate the deliverables or provide detailed reasons for requesting further revision. Where validation is postponed, the contractor will have one week to implement the required changes, unless otherwise agreed.

### 5.5 **Geographical scope and collaboration**

The activities require close collaboration with ERA staff, with frequent interaction at all stages, for example:

- analysis of tasks for each purchase order;
- verification and approval of layouts for presentations and documents;
- interviews with content owners for script preparation per module;
- discussion of specific issues on purchase orders or significant FWC changes.

#### **Meetings**

At least quarterly remote meetings (four per year) will be organised.

Physical technical meetings might be organised. In the latter case, they will be held at the contractor premises.

#### **Collaboration tools**

“MS Teams” will be used for meetings and ongoing contacts.

Any other suitable tool or platform will be used for document analysis and traceability of work performed.

## 5.6 Objectives of the learning management system (LMS)

### 5.6.1 Issues identified

The Agency has identified the following issues:

- Lack or decrease of knowledge and understanding of the EU rail regulatory framework:
  - among stakeholders → resulting in poor implementation and poor-quality applications (e.g. vehicle authorisations and safety certificates);
  - among certain control levels (some NSAs, NIBs, ASBOs, NOBOs) → leading to lack of harmonisation and insufficient quality in assessments, supervision and investigations;
- Insufficient qualified resources at the Agency;
- Liability considerations — ensuring the quality of competences for assessors;
- Need to identify/select stakeholders required to follow training;
- Language barriers (participants not sufficiently familiar with English);
- Need to adapt learning activities to remote settings (budget/time constraints);
- Difficulty finding railway-related knowledge resources;
- Very limited dedicated railway university education in Europe;
- The necessity to ensure gender and multicultural balance in the EU railway sector.

### 5.6.2 Contribution expected from the LMS

In response, the LMS and related learning products should contribute to:

- achieving harmonised compliance/application of the EU rail regulatory framework, supporting the Single European Railway Area (SERA);
- enhancing EU railway expertise;
- improving the quality of resources assessing SSC/VA/TA;
- demystifying EU rules and procedures.

Further information on the Agency's activities is available on the ERA website under "Domains" and "Library": <https://www.era.europa.eu/>

## 6 Nature of the contract: how will the contract be implemented?

The procedure will result in the conclusion of multiple framework contracts in cascade.

A framework contract establishes a mechanism for future repetitive purchases by the Contracting authority to be awarded in the form of specific contracts. The signature of a framework contract does not impose an obligation on the Contracting authority to conclude specific contracts with a framework contractor.

The framework contract will be concluded in the form of separate but identical contracts with 3 contractors at most provided that there are enough tenderers whose tenders are retained after the evaluation.

The tenders deemed admissible as a result of the evaluation will be ranked in descending order to establish a list of contractors and a sequence in which they will be offered specific contracts during the implementation of the framework contract. The modalities of implementation of the framework contract in cascade are set out in Article I.4.3 of the draft contract.

Tenderers need to take full account of the provisions of the Draft contract as the latter will define and govern the contractual relationship(s) to be established between the *Contracting authority* and the successful tenderer(s). Special attention is to be paid to the provisions specifying the rights and obligations of the contractor, in particular those on payments, performance of the contract, confidentiality, and checks and audits.

## 7 Volume and value of the contract: how much do we plan to buy?

An indicative estimate of the volumes to be ordered over the whole duration of the framework contract is given in the financial model in Annex 2. These volumes are estimates only and there is no commitment as to the exact quantities to be ordered. The actual volumes will depend on the quantities, which the Contracting authority will order through specific contracts. In any case, the framework contract ceiling, i.e. the maximum amount to be spent under the framework contract, shall not be exceeded.

The framework contract ceiling is indicated under Section 2.1.3 of the contract notice.

Within three years following the signature of the framework contracts resulting from the current call for tenders, the *Contracting authority* may use the negotiated procedure under point 11.1.e of Annex 1 to [Regulation - EU, Euratom - 2024/2509 - EN - EUR-Lex](#) to procure new services from the contractor(s) up to a maximum of 50 % of the initial *framework contract ceiling*. These services will consist in the repetition of similar services entrusted to the contractor(s) and will be awarded under the following conditions: negotiated procedure without prior publication of a contract notice (FR 2024, Annex 1 /Point 11).

## 8 Duration of the contract: how long do we plan to use the contract?

The contract(s) resulting from the award of this call for tenders will be concluded for at most 48 months. The details of the initial contract duration and possible renewals are set out in Article I.3 of the Draft contract.

## 9 Electronic exchange system: can exchanges under the contract be automated?

For all exchanges with the contractor during the implementation of the contract as well as for future possible subsequent proceedings for the purposes of EDES ([European Union's Early Detection and Exclusion System](#)) the *Contracting authority* may use an electronic exchange system meeting the requirements of Article 151 of [Regulation - EU, Euratom - 2024/2509 - EN - EUR-Lex](#). At the request of the *Contracting authority* the use of such a system shall become mandatory for the contractor(s) at no additional cost for the *Contracting authority*. Details on specifications, access, terms and conditions of use will be provided in advance.

### Section C. Evaluation and award

The evaluation of the tenders that comply with the submission conditions will consist of the following elements:

- › Check if the tenderer has access to procurement (see **Section A.4**);
- › Verification of administrative compliance (if the tender is drawn up in one of the official EU languages and signed by duly authorised representative(-s) of the tenderer);
- › Verification of non-exclusion of tenderers on the basis of the exclusion criteria;
- › Selection of tenderers on the basis of selection criteria;
- › Verification of compliance with the minimum requirements defined in the Tender specifications;
- › Evaluation of tenders based on the award criteria.

The *Contracting authority* will evaluate the abovementioned elements in the order that it considers to be the most appropriate. If the evaluation of one or more elements demonstrates that there are grounds for rejection, the tender will be rejected and will not be subjected to further full evaluation. The unsuccessful tenderers will be informed of the ground for rejection without being given feedback on the non-assessed content of their tenders. Only tenderer(s) for whom the verification of all elements did not reveal grounds for rejection can be awarded the contract.

The evaluation will be based on the information and evidence contained in the tenders and, if applicable, on additional information and evidence provided at the request of the *Contracting authority* during the procedure. If any of the declarations or information provided proves to be false, the *Contracting authority* may impose administrative sanctions (exclusion or financial penalties) on the entity providing the false declarations/information.

For the purposes of the evaluation related to exclusion and selection criteria *the Contracting authority* may also refer to publicly available information, in particular evidence that it can access on a national database free of charge.

## 1 Exclusion criteria

The objective of the exclusion criteria is to assess whether the tenderer is in any of the exclusion situations listed in Article 138(1) of the Financial Regulation.

Tenderers found to be in an exclusion situation will be rejected.

As evidence of non-exclusion each tenderer needs to submit with its tender a **Declaration on Honour**<sup>4</sup> in the model available in **Annex 3**.<sup>5</sup> The declaration must be signed by an authorised representative of the entity providing the declaration.

The initial verification of non-exclusion of tenderers will be done on the basis of the submitted declarations and consultation of the [European Union's Early Detection and Exclusion System](#). The documents mentioned as supporting evidence in the Declaration on Honour need to be provided whenever requested and where this is necessary to ensure the proper conduct of the procedure within a deadline given by the Contracting authority<sup>6</sup>.

**Annex 9** specifies which of the *involved entities* participating in a tender need to provide the Declaration on Honour and, when requested by *the Contracting authority*, the supporting evidence.

Before the award decision, the contracting authority may request documentary evidence on compliance on the exclusion criteria set out in the present tender specifications. All tenderers are invited to prepare in advance the documents related to the evidence, since they may be requested to provide such evidence within a short deadline. Failure to provide valid documentary evidence within the deadline set by the Contracting Authority shall lead to the rejection of the tender for the award of the contract, unless the tenderer can justify the failure on the grounds of material impossibility.

**Please note that a request for evidence in no way implies that the tenderer has been successful.**

## 2 Selection criteria

The objective of the selection criteria is to assess whether the tenderer has the legal, regulatory, economic, financial, technical and professional capacity to perform the contract.

The selection criteria for this call for tenders, including the minimum levels of capacity, the basis for assessment and the evidence required, are specified in the following subsections.

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<sup>4</sup> The European Single Procurement Document (ESPD) may not be used yet in Agency's calls for tenders.

<sup>5</sup> Unless the same declaration has already been submitted for the purposes of another award procedure of the Agency, the situation has not changed, and the time elapsed since the issuing date of the declaration does not exceed one year.

<sup>6</sup> The obligation to provide the supporting evidence will be waived in the following situations:

if the same documents have already been provided in a previous award procedure of the Agency, have been issued no more than one year before the date of their request by the Contracting authority and are still valid at that date.

if such evidence can be accessed by the Contracting Authority on a national database free of charge, in which case the economic operator shall provide the Contracting authority with the internet address of the database and, if needed, the necessary identification data to retrieve the document;

if there is a material impossibility to provide such evidence.

Tenders submitted by tenderers not meeting the minimum levels of capacity will be rejected.

When submitting its tender each tenderer shall declare on honour that it fulfils the selection criteria for the call for tender. The model **Declaration on Honour** available in **Annex 3** shall be used.

The initial assessment of whether a tenderer fulfils the selection criteria will be done on the basis of the submitted declaration(s).

The subsections below specify which selection criteria evidence must be provided with the tender or may be requested later, at any time during the procurement procedure<sup>7</sup>. In any case, to the extent that there is no ground for a waiver, the evidence must be provided, upon request and within a deadline given by the Contracting authority. The evidence must be provided in accordance with the applicable basis for assessment of each criterion: in case of a consolidated assessment – only by the *involved entities* who contribute to the fulfilment of the criterion, and in case of individual assessment – by each *involved entity* to whom the criterion applies individually.

Before the award decision, the contracting authority may request documentary evidence on compliance with the selection criteria set out in the present tender specifications. All tenderers are **invited to prepare in advance the documents related to the evidence**, since they may be requested to provide such evidence in a short deadline. In any event, the tenderer proposed by the evaluation committee for the award of the contract, will be requested to provide such evidence.

Failure to provide valid documentary evidence within the deadline set by the Contracting Authority shall lead to the rejection of the tender for the award of the contract, unless the tenderer can justify the failure on the grounds of material impossibility.

### 1. Legal and regulatory capacity

Tenderers must prove that they have legal capacity to perform the contract and the regulatory capacity to pursue the professional activity necessary to carry out the work subject to this call for tenders.

The legal and regulatory capacity shall be proven by the evidence listed below:

- Proof of enrolment in a relevant trade or professional register.

The above evidences must be submitted with the tender and apply to each member of the group in case of a joint tender.

### 2. Economic and financial capacity

Tenderers must comply with the following selection criteria in order to prove that they have the necessary economic and financial capacity to perform the contract.

Criterion F1		
<b>Minimum level of capacity</b>	<b>of</b>	Average yearly turnover of the last two financial years above 150 000 EUR

<sup>7</sup> The obligation to provide the supporting evidence will be waived in the following situations:  
 if the same documents have already been provided in a previous award procedure of the European Commission, have been issued no more than one year before the date of their request by the Contracting authority and are still valid at that date;  
 if such evidence can be accessed by the Contracting Authority on a national database free of charge, in which case the economic operator shall provide the Contracting authority with the internet address of the database and, if needed, the necessary identification data to retrieve the document.

<b>Basis for assessment</b>	This criterion applies to the tenderer as a whole, i.e. a consolidated assessment of the combined capacities of all <i>involved entities</i> will be carried out.
<b>Evidence</b>	Copy of the profit and loss accounts and balance sheet for the last two years for which accounts have been closed from each concerned <i>involved entity</i> , or, failing that, appropriate statements from banks. The most recent year must have been closed within the last 18 months.

All of the above-specified evidence of economic and financial capacity must be provided with the tender.

### 3. Technical and professional capacity

Tenderers must comply with the following selection criteria in order to prove that they have the necessary technical and professional capacity to perform the contract.

Criterion T1	
<b>The tenderer must prove experience of delivering similar services in a multicultural environment</b>	
<b>Minimum level of capacity</b>	At least 3 similar services (in scope and complexity) completed in the last five years preceding the tender submission deadline, with a minimum value of 25 000€ for each of them.  The projects must prove experience in developing and delivering training in a multicultural environment.
<b>Basis for assessment</b>	This criterion applies to the tenderer as a whole, i.e. the combined capacities of all <i>involved entities</i> .
<b>Evidence</b>	<b>Project references list meeting the minimum level of capacity:</b>  The list shall include details of the scope of the projects, their start and end date, total budget, name and contact details of the client.  In case of projects still ongoing, only the portion completed during the reference period will be taken into consideration.  As supporting documentation for each project reference, the <i>Contracting authority</i> may request statements issued by the contractor's clients and/or contact them directly for verification.

Criterion T2
<b>Profiles and Professional Experience (including language skills):</b>  <b>The tenderer must prove its capability to carry out the services requested in terms of competence and expertise. The qualification to be provided shall demonstrate the capabilities of the expert(s) to carry out the requested services.</b>

<p><b>Minimum level of capacity</b></p>	<p><b>T2.a. The tenderer shall propose at least 1 pedagogical expert</b> whose profile is suitable to ensure knowledge of cognitive neuroscience to develop professional training modules including exercises and potentially gamification on behalf of the ERA with at least 5 years of working experience in developing training material for high reliability industries.</p> <p><b>T2.b. The tenderer shall propose at least 2 graphical/web design experts</b> with at least 5 years of working experience in developing training materials. Experience in the railway related projects will be considered advantageous. The profiles must cover at least 2 years of professional experience in implementing AI based tools or applications.</p> <p><b>T2.c. The tenderer shall propose at least 1 expert in project management</b> with at least 5 years of working experience in coordinating the development of training material for high reliability industries.</p> <p>All experts should have a very good knowledge of English (at least C1 in understanding, reading and writing, based on the common European Framework of reference for languages or equivalent).</p>
<p><b>Basis for assessment</b></p>	<p>This criterion applies to the tenderer as a whole, i.e. a consolidated assessment of the combined capacities of all involved entities will be carried out.</p>
<p><b>Evidence</b></p>	<p>Four CV's (profiles).</p> <p>For each profile type the tenderer must provide the CVs (in <a href="#">Europass</a> format) per expert demonstrating the minimum capacity levels for this criterion.</p>

All of the above specified evidence of technical and professional capacity must be provided with the tender.

### 3 Compliance with the minimum requirements of the Tender specifications

By submitting a tender a tenderer commits to perform the contract in full compliance with the terms and conditions of the procurement documents for this call for tender. Particular attention is drawn to the minimum requirements specified in Section B of these specifications and to the fact that tenders must comply with applicable data protection, environmental, social and labour law obligations established by Union law, national legislation, collective agreements or the international environmental, social and labour conventions listed in Annex X to Directive 2014/24/EU.

The minimum requirements shall be observed throughout the entire duration of the contract. Compliance with these requirements is mandatory and cannot be subject to any assumptions, limitations, conditions, or reservations on the part of a tenderer.

**Tenders that are not compliant with the applicable minimum requirements shall be rejected.**

### 4 Award criteria

The objective of the award criteria is to evaluate the tenders with a view to choosing the most economically advantageous tender according to the best price-quality ratio.

Tenders will be evaluated based on the following award criteria and their weighting:

Award Criteria	Weighting
Technical Criteria	60%
Price	40%
<b>Total</b>	<b>100%</b>

#### 4.1 Technical Criteria

The technical offer shall consist of two distinct and complementary parts:

- Part 1 – Technical Offer Questionnaire (Annex 1a)
- Part 2 – Illustrative mock-up (Annex 1b)

To complete these two Annexes, please refer to Annex 1: Guidance for the technical offer

A maximum of 60 % can be obtained.

TQ = Total technical score of tender X (the sum of the points achieved for each criterion set out in Annexes 1A & 1B)

Tenders scoring less than 60% in the overall points total or less than 50% in the points awarded for a single technical criterion will be excluded from the rest of the assessment procedure and will not be ranked.

#### 4.2 Price (See Annex 2: financial offer template)

A maximum of 40 % will be obtained by the tender offering the lowest price, which is compliant with the tender specifications and submitted by a tenderer not in an exclusion situation.

The points awarded for the price will be calculated using the following formula:

$$\text{Financial score for tender } X = \frac{CP}{P} \times 40$$

CP = Price of the lowest price offer (cheapest price)

P = Price of tender

40 = maximum percentage reachable

The price considered for evaluation will be the total price of the tender, covering all the requirements set out in the tender specifications.

### 5 Award (ranking of tenders)

Tenders shall be ranked according to the best price-quality ratio. The total number of points obtained for the technical criteria above (max. 60 %) will be added to points awarded for the price (max. 40 %).

$$\text{Total score } X = \text{Technical score} + \text{Financial score}$$

The highest total score (TS) will determine the tender with the best price-quality ratio. A maximum of 100 % can be obtained.

The contract shall be awarded to the first three ranked tenders, which comply with the minimum requirements specified in the procurement documents and are submitted by tenderers with access to procurement, not in an exclusion situation and fulfilling with the selection criteria. The ranking will determine

the sequence in which the contractors will be offered specific contracts during the implementation of the framework contract

## Section D. Form and content of the offer

### 6 Form of the tender: how to submit the tender?

Tenders are to be submitted via the eSubmission application according to the instructions laid down in the Invitation letter and the eSubmission Quick Guide available at the link below:

<https://webgate.ec.europa.eu/fpfis/wikis/x/5QEkh>

Make sure you prepare and submit your tender in eSubmission early enough to ensure it is received within the deadline indicated under Section 5.1.12 of the contract notice and/or on Funding & Tenders Portal (F&T Portal): <https://ec.europa.eu/info/funding-tenders/opportunities/portal/screen/home>

### 2. Content of the tender: what documents to submit with the tender?

The documents to be submitted with the tender in eSubmission are listed in **Annex 9**.

The following requirements apply to the technical and financial offer (to be uploaded as Technical tender and Financial tender in eSubmission):

#### 1. Technical offer

A complete **technical offer** needs to be uploaded. For this purpose, **the questionnaire in Annex 1A** shall be completed and **the mock-up mentioned in Annex 1B** shall be delivered, duly signed and uploaded in eSubmission.

The technical offer must provide all the information needed to assess the compliance with Section B of these specifications and the award criteria. Tenders deviating from the minimum requirements or not covering all the requirements may be rejected on the basis of non-compliance and not evaluated further.

#### 2. Financial offer

A complete **financial offer**, including the breakdown of the price needs to be uploaded. For this purpose, the Financial Model in **Annex 2** shall be completed, duly signed and uploaded in eSubmission.

It is the responsibility of each tenderer to ensure that the total amount of the tender inserted in the relevant field of the e-Submission application corresponds to the amount indicated in the uploaded financial offer. In case of discrepancies, only the amount indicated in the financial offer will be taken into account.

The financial offer shall be:

- › expressed in euros. Tenderers from countries outside the euro zone have to quote their prices in euro. The price quoted may not be revised in line with exchange rate movements. It is for the tenderer to bear the risks or the benefits deriving from any variation.
- › quoted free of all duties, taxes and other charges, i.e. also free of VAT. The tenderer may indicate the amount of VAT but it must be shown separately.

The European Union Institutions are exempt from such charges in the EU under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union of 8 April 1965 annexed to the Treaty on the Functioning of the European Union. Exemption is granted to the Agency by the governments of the Member States, either through refunds upon presentation of documentary evidence or by direct exemption.

For those countries where national legislation provides an exemption by means of a reimbursement, the amount of VAT must be shown separately. In case of doubt about the applicable VAT system, it is the tenderer's responsibility to contact his or her national authorities to clarify the way in which the Agency is exempt from VAT.

### 3. Signature policy: how can documents be signed?

Where a document needs to be signed, the signature must be either hand-written, a qualified electronic signature or an advanced electronic signature based on a qualified certificate as defined in [Regulation \(EU\) No 910/2014 on electronic identification and trust services for electronic transactions in the internal market \(the eIDAS Regulation\)](#).

For hand-written signatures see Section 1 of the Invitation to tender.

For electronic signatures see: <https://ec.europa.eu/docsroom/documents/32342?locale=en>

All documents must be signed by the signatories (when they are individuals) or by their duly authorised representatives.

For the following documents, when signed by representatives, tenderers must provide evidence for the delegation of the authorisation to sign:

- › The Tender report;
- › The Declaration on Honour of the tenderer (in case of joint tender – the Declarations on Honour of all group members);
- › (If applicable – in the case of joint tender) the power(s) of attorney drawn up using the model attached in **Annex 4**).

The delegation of the authorisation to sign on behalf of the signatories (including, in the case of proxy(-ies), the chain of authorisations) must be evidenced by appropriate written evidence (copy of the notice of appointment of the persons authorised to represent the legal entity in signing contracts (together or alone), or a copy of the publication of such appointment if the legislation which applies to signatory requires such publication or a power of attorney). A document that the Contracting authority can access on a national database free of charge does not need to be submitted if the Contracting authority is provided with the exact internet link and, if applicable, the necessary identification data to retrieve the document.

### 4. Confidentiality of tenders: what information and under what conditions can be disclosed?

Once the *Contracting authority* has opened a tender, it becomes its property and shall be treated confidentially, subject to the following:

- › For the purposes of evaluating the tender and, if applicable, implementing the contract, performing audits, benchmarking, etc., the *Contracting authority* is entitled to make available (any part of) the tender to its staff and the staff of other Union institutions, agencies and bodies, as well to other persons and entities working for the *Contracting authority* or cooperating with it, including contractors or subcontractors and their staff provided that they are bound by an obligation of confidentiality.
- › After the signature of the award decision tenderers whose tenders were received in accordance with the submission modalities, who have access to procurement, who are not found to be in an exclusion situation referred to in Article 136(1) of the FR, who are not rejected under Article 141 of the FR, whose tenders are not found to be incompliant with the procurement documents, and who make a request in writing will be notified of the name of the tenderer to whom the contract is awarded, the

characteristics and relative advantages of the successful tender and the price of the offer and/or contract value. The *Contracting authority* may decide to withhold certain information that it assesses as being confidential, in particular where its release would prejudice the legitimate commercial interests of economic operators or might distort fair competition between them. Such information may include, without being limited to, confidential aspects of tenders such as unit prices included in the financial offer, technical or trade secrets<sup>8</sup>.

- › The *Contracting authority* may disclose the submitted tender in the context of a request for public access to documents, or in other cases where the applicable law requires its disclosure. Unless there is an overriding public interest in disclosure<sup>9</sup>, the *Contracting authority* may refuse to provide full access to the submitted tender, redacting the parts (if any) that contain confidential information, the disclosure of which would undermine the protection of commercial interests of the tenderer, including intellectual property.

The *Contracting authority* will disregard general statements that the whole tender or substantial parts of it contain confidential information. Tenderers need to mark clearly the information they consider confidential and explain why it may not be disclosed. The *Contracting authority* reserves the right to make its own assessment of the confidential nature of any information contained in the tender.

## 5. Annexes

Annex 1: Guidance for the technical offer

Annex 1a: Questionnaire for the technical offer

Annex 1b: Mock-up

Annex 2: Financial offer

Annex 3: Standard forms

- › Administrative information
- › Bank account and Legal Entity: Business Partner Form
- › Declaration on Honour on exclusion and selection criteria

Annex 4: Power of attorney

Annex 5: List of identified subcontractors

Annex 6: Commitment letter by an identified subcontractor

Annex 7: Commitment letter by an entity on whose capacities is being relied

Annex 8: Draft Framework Contract

Annex 9: List of documents to be submitted with the tender or during the procedure

<sup>8</sup> For the definition of trade secrets please see Article 2 (1) of DIRECTIVE (EU) 2016/943 on the protection of undisclosed know-how and business information (trade secrets) against their unlawful acquisition, use and disclosure.

<sup>9</sup> See Article 4 (2) of the REGULATION (EC) No 1049/2001 regarding public access to European Parliament, Council and Commission documents.