

Q&A 3

Public European tender

Prototype Automatic Arabic Dialect Recognition (A-ADR)

TN 562514

Questions

No.	Document	Chapter	Paragraph or clause	Page no.	Question	Answer IND
23	Tendering Guideline AADR	Completion of forms and legal signature; The grounds for exclusion	section 4.1; section 4.4.1	13; 14	As a state institution we are not entered in any register. Is it sufficient to provide a note to this effect to the relevant authorities?	In that case, the Tenderer must at least demonstrate, based on the articles of association and the power of attorney decision, that the person who signed the Tender documents is authorized to do so. You are required to complete form A UEA/ESPD, even if you thereby do not declare that you are registered in a commercial register.
24	Tendering Guideline AADR; Annex 6 GENERAL GOVERNMENT TERMS AND CONDITIONS FOR IT-CONTRACTS 2022 (ARBIT-2022)	Information security framework; Security procedures and Information Security	section 4.4.3; section 19.6	15; 16	As a representation of information security, we would provide the information that applies to the executing body; this is not adhered to by the entire university of applied sciences. Is compliance by the executing body sufficient?	Yes, compliance by the executing body will be sufficient. Please make sure the name/identity of the executing body is specified appropriately in the tender documents.
25	Tendering Guideline AADR	Supporting documents to be submitted	section 4.3.1	14	Certificate of good conduct in tendering : We applied for the document from the German authority. Is a translation into English or Dutch required for these document?	No this is not required
26	Tendering Guideline AADR	Supporting documents to be submitted	section 4.3.1	14	tax authorities certificate : We applied for the document from the German authority. Is a translation into English or Dutch required for these document?	No this is not required
27	TN562514 - EF20 Aankondiging van een opdracht - Aankondiging publiceren	Terms of procurement vs. General requirements	section 5.1.12 vs. section 1.1 no. 3	4 vs. 3	According to file "TN562514 - EF20 Aankondiging van een opdracht - Aankondiging publiceren 20260213110215", section 5.1.12, the documents should be submitted in Dutch, while according to Annex 1, section 1.1, no. 3, they should be submitted in English. Which language is preferred?	English is preferred
28	Annex 6 GENERAL GOVERNMENT TERMS AND CONDITIONS FOR IT-CONTRACTS 2022 (ARBIT-2022)	Duty of secrecy	section 17.5	14	As a state institution, we are not permitted to subject ourselves to contractual penalties under budgetary law, but we are bound by specific laws and regulations. Can contractual penalties be waived in such cases?	It is of great importance to the contracting authority to adhere to the confidentiality obligations of both parties. We view the penalty as a means to prevent or, if necessary, sanction any breach thereof. To accommodate Tenderers while simultaneously emphasizing the importance of confidentiality, the contracting authority will replace the term "penalty" with "fixed compensation for damages" based on the failure to fulfill an obligation arising from the agreement between the parties. Unlike a penalty, this compensation is not a punitive instrument.
29	Annex 6 GENERAL GOVERNMENT TERMS AND CONDITIONS FOR IT-CONTRACTS 2022 (ARBIT-2022)	Insurance; Professional indemnity insurance	section 29; section 52	19; 28	As a state institution, we are subject to the state self-insurance principle (Selbstversicherungssatz) under budgetary law, according to which damages must be paid from the budget, and we are not permitted to take out insurance. Can proof of insurance be replaced by a corresponding declaration on the self-insurance principle?	Yes we agree.
30	Annex 6 GENERAL GOVERNMENT TERMS AND CONDITIONS FOR IT-CONTRACTS 2022 (ARBIT-2022)	Advances	section 16.1	14	As a state institution, budgetary law prevents us from obtaining a bank guarantee; instead, liability claims are paid directly from the budget. Is it possible to waive the bank guarantee in such cases?	If you are a state institution that, on legal grounds, cannot provide a bank guarantee, this will not be required. However, this also means that no advance payment of 25% will be made at the start of the assignment. In case the assignment is awarded to such a party, an alternative payment schedule will be mutually agreed upon.
31	Annex 6 GENERAL GOVERNMENT TERMS AND CONDITIONS FOR IT-CONTRACTS 2022 (ARBIT-2022)	Quality assurance, provision of information and audits; Payment and invoice audits	section 5.3; section 15.3	8; 13	With regard to the sovereign tasks that we have as a state institution, in terms of employee data protection and confidentiality provisions with other partners, comprehensive access would be problematic. Is it possible to limit this to the executing agency?	Yes we agree.

32	Annex 6 GENERAL GOVERNMENT TERMS AND CONDITIONS FOR IT-CONTRACTS 2022 (ARBIT-2022)	Intellectual property rights	section 8.4	10	This stipulates that we also waive all personal rights of employees in the area of copyright, provided that this is legally permissible and that we guarantee that we have this right. Under German law, this is not possible. Only rights of use can be transferred. In this case, is the guarantee dispensable and is the granting of rights of use sufficient?	Yes, that is sufficient.
33	Annex 6 GENERAL GOVERNMENT TERMS AND CONDITIONS FOR IT-CONTRACTS 2022 (ARBIT-2022)	Guarantees	section 12.2	12	This stipulates that only employees who do not work for other third parties and who therefore cannot encounter conflicts of interest are permitted to work on the project. As a university of applied sciences, we will employ research assistants who will only work on this project, but the professor who is also involved in projects with other partners in this field as an expert in speech recognition with AI must also participate in the project. Is participation with the professor's involvement still possible?	Agreed as long as there is no conflict of interest.
34	Annex 6 GENERAL GOVERNMENT TERMS AND CONDITIONS FOR IT-CONTRACTS 2022 (ARBIT-2022)	Bribery and conflicts of interest	section 33.2	22	This stipulates that no one may be employed by both the contracting authority and the counterparty at the same time. This is highly unlikely, but does it still need to be checked for the entire university of applied sciences, or is it sufficient to check for employees at the executing agency?	It is sufficient to check for employees at the executing agency only.
35	Annex 6 GENERAL GOVERNMENT TERMS AND CONDITIONS FOR IT-CONTRACTS 2022 (ARBIT-2022)	Employment conditions	section 53.3	28	This stipulates that employment contracts and salary payments may be reviewed in the form of audits or salary validations. As a state institution, we are subject to the collective agreement of the federal states (Tarifvertrag der Länder, TV-L), but all salary payments and related payments are made not by us but by the State Office of Finance (Landesamt für Finanzen) as the central authority. For data protection reasons, we ourselves have only very limited access to payment information. Under these circumstances, is it necessary for this audit right to exist?	We declare that Article 53, paragraphs 3, 4, and 5 of the ARBIT shall not apply.
36	TN562514 Contract Notice (Aankondiging) PDF; Tendering guidelines_A-ADR tool.pdf	Notice – 5.1.12 Terms of procurement; Tendering Guidelines – 6.4.2 Language	Languages in which tenders may be submitted'; 'The language for communication and all Bids is English / assignment and Agreement are in English'	TN562514 Contract Notice – page 4; Tendering guidelines page 18	Language clarification: the Contract Notice indicates Dutch as the tender language, while the Tendering Guidelines state that all communication and all bids must be in English and that all aspects of the assignment and the Agreement are in English. Please confirm which language is required for (a) the bid documents, and (b) communication in TenderNed (Berichtenmodule/messages and submitted forms).	English is preferred
37	Tendering guidelines_A-ADR tool.pdf	4.3 The grounds for exclusion	Supporting documents to be submitted	page 14	For foreign equivalent supporting documents identified via eCertis (e.g., certificate of good conduct, tax clearance, register extracts): please confirm whether an Apostille is required. If not, is an original (paper or e-signed) document plus an English translation sufficient?	An original (paper or e-signed) document plus an English translation is sufficient.
38	: Annex 1 Requirements A-ADR IND.pdf; Tendering guidelines_A-ADR tool.pdf; Q&A 1 for Automatic Arabic Dialect Identification.pdf	Annex 1 – Functional requirements (broad/fine-grained); Tendering Guidelines – Objective 1; Q&A #1 – taxonomy may change	Broad vs fine-grained dialect recognition; Objective 1 determination of parameters; Q&A #1 response on taxonomy	page 3; 8; (Q&A #1 page 2 where Q8 is answered)	The documentation indicates that the system should distinguish between broad dialect groups (e.g. Maghrebi, Levantine, Mesopotamian, Gulf, Egyptian) and possibly more fine-grained distinctions depending on available data Could the Contracting Authority clarify whether there is an expected or minimum set of dialect groups that the Prototype should aim to cover, or whether the exact dialect coverage will be determined during Objective 1 (determination of parameters) based on the datasets that are legally and technically available?	The exact dialect coverage will indeed be determined during Objective 1. We note that the broad distinction should aim to cover all Arabic speaking countries (cf. Tendering guidelines 2.2.2: "The A-ADR prototype must (...) be able to handle any spoken dialect of Arabic to the extent possible, since the true origin of the speakers to be tested is unknown.") The focus of a more fine-grained distinction depends on availability of appropriate data and is therefore yet to be determined.
39	Annex 1 Requirements A-ADR IND.pdf; Tendering guidelines_A-ADR tool.pdf	Annex 1 – Functional requirements (speech/audio); Tendering Guidelines – Scope/Objectives	A-ADR based on speech recordings; objectives referring to speech data and validation	page 3; 10	As the assignment concerns Automatic Arabic Dialect Recognition based on speech recordings, we assume that training and validation datasets will consist primarily of audio recordings. Could the Contracting Authority confirm whether text-only linguistic datasets are considered relevant for this assignment, or whether the scope should focus exclusively on speech/audio datasets?	The training, validation and test data should be assumed as audio recordings, i.e. speech samples.
40	Tendering guidelines_A-ADR tool.pdf; Annex 2 Sub award criteria.pdf	Tendering Guidelines – submission/compliance rules; Annex 2 – price/award criteria framework	compliance of the offer (no disqualification due to reasonable assumptions/limits); evaluation framework context	page 18; 5	We would like to clarify whether specifying quantitative limits within the offer would be acceptable. In particular, if the offer defines maximum numbers (e.g., "up to") for: • datasets introduced for compliance/legal checks, • training and validation datasets, and • training hours included in the offered price, would such limitations be considered acceptable, and would they not constitute grounds for rejection or disqualification of the offer?	A bid with such quantitative limits would constitute a conditional bid, which is not permissible under the European tendering rules and would thus be ground for disqualification.

41	Form A	Part III	Is this information available at no cost to the authorities from an EU Member State database? ○ Yes ○ No URL - Reference/Code -	From p. 6	We can provide proof as needed. Are we correct in confirming no to the exclusion criteria would be adequate and documentary proof is not required to prove that the negative. We are not aware of EU authority accessible databases to prove the negative (e.g. not involved in terrorism, or money laundering, etc).	That is correct.
42					If using subcontractors or partners, are there specific contract requirements or a contract template that can be shared and flowed down to subcontractors or partners (terms & conditions, non-disclosure agreements)?	No, there are none. Please note that you remain fully responsible for fulfilling the agreement that may be concluded with you after awarding of the contract, even when using subcontractors or partners.
43					To what extent will the data provided by the IND be labelled and annotated according to the end requirements and what level of Arabic language expertise is expected of the vendors for further annotation etc before it can be used for training the system?	The IND dataset has the necessary metadata available for testing purposes, including country/region of origin, level of education, age group, gender, and urban/rural place of origin. We are not expecting the Contractor to annotate data. Datasets to be used should be annotated to a sufficient level already. Please note: this is not to say that expertise in Arabic, in-house or otherwise available, would have no added value (e.g. to check the reliability of existing annotations).
44					Will we have access to legal assistance from the IND regarding compliance with the EU AI Act or other Sponsor requirements that may arise during the project. We intend to retain our legal counsel during this project, and wanted to know how much support we need to factor in for costs.	Given that the legal obligations for Contractor versus Contracting Authority, and for developer versus end user, are quite different, we suggest for the Contractor not to rely on legal assistance from the IND. However, we do envision a shared responsibility for an all-compliant end result, and we expect that we will need to work together to accomplish this. In this context, we may note that compliance with the EU AI Act's criteria is uncharted territory for (almost) everyone, including the IND.
45	Form A Uniform European Tender Document (UEA/ESPD); Annex 4 Explanation of form of tender and completion of annexes.pdf; Tendering guidelines_A-ADR tool.pdf	UEA/ESPD completion; Completion of forms and legal signature			Could you please confirm the correct way to complete and submit the Uniform European Tender Document (UEA/ESPD) for this tender via TenderNed? The provided Form A PDF is not editable/field-enabled. Please clarify: (a) should bidders complete the UEA/ESPD via the TenderNed electronic UEA/ESPD module (so Part I is auto-populated), or is it acceptable to upload a separately completed and signed Form A PDF as part of the bid; (b) if the TenderNed module must be used, where exactly in TenderNed should it be completed; and (c) if you expect a file upload, could you please provide an editable template or give the instructions how we should fill the document?	It is acceptable to upload a separately completed and signed Form A PDF as part of the bid.
46	Annex1-Requirements ; Q&A	2 Functional requirements ; Q&A 1	2.1 Prototype #7 ; Q#9	3 ; 2	Is the contractor at liberty to choose granularity, e.g. providing a subdivision based on a regional focus while leaving some broad dialect groups undivided?	The broad level should be able to cover any spoken dialect of Arabic to the extent possible. There will be opportunity to discuss and decide upon the focus of the finer granularity distinctions during Objective 1. Please also see answer to question 38 above.
47	Annex1-Requirements ; Q&A	2 Functional requirements ; Q&A 1	2.1 Prototype #7 ; Q#9	3 ; 2	The tenderer wishes to proceed with a two-step approach, where an identification of a dialect group followed by a finer granularity (towards country-level). Is this two-step approach necessary or can one target the finer granularity directly?	Reasons behind the broad distinction include not only the desired geographical coverage, but also prior research in the area of A-ADR and data availability. A broad distinction should be relatively easy to make, and more data can be used. If a finer granularity is possible covering all Arabic speaking countries, we expect higher error rates. We could imagine the two-step approach in reverse order: a fine granularity followed by pooling results across dialects most often confused, to reduce the error rate. However, we would then still like to compare the performance of such an approach to a direct broad distinction. Thus, the broad level is still a functional requirement.

48	Annex1-Requirements ; Q&A	2 Functional requirements ; Q&A 1	2.1 Prototype #7 ; Q#9	3 ; 2	Is the target here necessarily to identify the dialect of the interviewee? Is it not rather to identify whether the way that the interviewee speaks indicates that he/she comes from a different country than he/she states? These are two quite different questions. The interviewee could e.g. speak a Syrian dialect but in a way that indicates that he/she comes from another country. So a classification of the dialect would be Syrian, but the algorithm would indicate that he/she is not Syrian.	The initial question for immigration services is whether the claimed origin is confirmed by the language sample or not (dialect verification). However, this does not mean that the A-ADR system needs to tackle the analysis in that way; if the system gives as result the best matching language model, this can be compared to the claimed origin by the human supervising team or the receiving party. In cases where the claimed origin is not confirmed, a secondary question relevant for immigration services is what is the most likely true origin. So this is essentially dialect identification. Tenderers are invited to elaborate on how the performance of the prototype will be conceptualized and measured as part of SAC 3 (Validation plan). Ideas on how to present the result to an end user can also be included in SAC 3.
49	Annex1-Requirements ; Q&A	2 Functional requirements ; Q&A 1	2.1 Prototype #7 ; Q#9	3 ; 2	Is it allowed to focus on being able to discriminate between true and false claims for a certain area and do this with high accuracy, rather than focussing broadly?	No, see answers to questions 46 and 47 above.
50	Tendering guidelines ; Annex1-Requirements ; Q&A	2.2.2 Objective of the Assignment ; 3.3 Privacy and data protection ; Q&A 1	Objective 1 ; 3.3 Privacy and data protection ##37-45 ; Q#5	8 ; 5 ; 1	Is it correct to assume that training data that is deemed anonymized e.g. as layed out in the decision EDPS v SRB (CJEU C-413/23 P, EU:C:2025:645 will, barring other reasons for disqualification, be accepted?	Data will not only have to be anonymized. It will also have to be otherwise compliant with privacy law. Furthermore, the use of data must not infringe copyright law or license agreements.
51	Annex5-Conceptovereenkomst ; Tendering guidelines ; Annex1-Requirements ; Q&A	Article 2 Object of the Agreement ; 2.2.1 ; 2.2 ; Q&A 1	2 2.1 ; 2.2.1 4 ; 2.2 #11 ; Q#11	3 ; 10 ; 3 ; 2	Is it required (or desirable) that the model, when presenting the assessment of an input, provides some sort of explanation or basis for arriving at said assessment?	Developing explainable AI is not a requirement in this assignment, but explainability is considered desirable in a general sense, also according to the EU AI Act. Elements of explainability may be included in SAC 4 and/or SAC 2 but are not compulsory.