



Dienst Justitiële Inrichtingen
Ministerie van Justitie en Veiligheid

Tendering guidelines

Public European Tender

Prototype Automatic Arabic Dialect Recognition (A-ADR)

For the State of the Netherlands, Immigration and Naturalisation
Service (IND)

Reference : TN562514
Date : 12-2-2026
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INTRODUCTION

Thank you for your interest in the European public tender 'A-ADR (Development and Validation of a state-of-the-art Automatic Arabic Dialect Recognition prototype)'. In this Descriptive Document, you will find all the information, such as the procedure, requirements and conditions you need to tender for this Assignment.

Contracting Authority and the Assignment

On behalf of the Immigration and Naturalisation Service (IND), the Inkoop Uitvoeringscentrum DJI (IUC DJI), referred to as the Contracting Authority, is seeking a Contractor who can supply subject.

Reading guide

We ask you to familiarise yourself with this Descriptive Document, which includes all its annexes and forms. The Descriptive Document is structured as follows:

- Who are we?
- What do we want?
- What do you need to comply with?
- What do you offer us?
- How do you submit your tender?

Your contact

Ronald Vroom, senior European Procurement Advisor at IUC DJI is supervising this tender and is your contact. Any remaining questions? If so, contact Ronald via the 'Berichtenmodule' (Message module) on the online tendering platform TenderNed.

Yours faithfully,

The 'A-ADR (Development and Validation of a state-of-the-art Automatic Arabic Dialect Recognition prototype)' working group.

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Overview of annexes and forms

Annexes

All annexes are numbered.

1. Requirements
2. Sub-award criteria
3. Tender Checklist
4. Explanation of tender forms and completion of annexes
5. Draft Agreement
6. General Government Terms and Conditions for IT Contracts 2022 (ARBIT-2022)
7. Leaflet e-invoicing to the central government (Rijksoverheid)
8. Annex EU EDPB opinion 2024-28 ai models

Forms

All forms to be completed and submitted are lettered.

- A. Uniform European Tender Document
- B. Tender form and statement of agreement
- C. Specification of the reference assignment
- D. Price sheet
- E. Questionnaire for the Summaries of additional information and changes

Definitions

In addition/contrary to the Procurement Act 2012 and ARBIT-2022, the following terms apply. These terms are capitalised in the document.

Term	Definition
A-ADR	Automatic Arabic Dialect Recognition.
ADR	Automatic Dialect Recognition.
Agreement	The commitment entered into with 1 Contractor as a result of this Tender for this subject, including any annexes.
Assignment	Pursuant to the Agreement, the provision of the services, as described in this Descriptive Document.
Bid	The set of documents as submitted by a Tenderer under this Tender.
Client	The Contracting Authority.
Contracting Authority	The State of the Netherlands, more specifically, the participant in Chapter 1 of this Descriptive Document.
Contractor	The tenderer who is party in the agreement that has been concluded as a result of this Tender.
Final Solution	Licensed software for forensic application of an ADR system.
Further agreement	A separate agreement, which is concluded in addition to and as a further specification of the provisions of the Agreement between Client and Contractor for the actual service.
Processor agreement	A separate agreement containing arrangements on the processing of personal data by Contractor.
Prototype	The prototype that is developed under the Agreement that has been concluded as a result of this Tender.
Provider	A natural or legal person, public authority, agency or other body that develops an AI system or a general-purpose AI model or that has an AI system or a general-purpose AI model developed and places it on the market or puts the AI system into service under its own name or trademark, whether for payment or free of charge.
Public Procurement Act	Aanbestedingswet 2012 (Aw) as amended in the Bulletin of Acts, Orders and Decrees, 30 June 2016, 241. Also known as the Aw 2012 or Aw.
Requirements	The requirements set by Contracting Authority for the Assignment and its performance.
SAC	Sub-award Criterion.
Sub-award criteria (SAC)	The qualitative criteria imposed on the Assignment by the Contracting Authority. The Tenderer will be assessed on this.
Summaries of additional information and changes	The document(s) containing questions asked by potential tenderers about the tender procedure and the Tender Documents and anonymised answers to these questions by the Contracting Authority.
Tender	This European tender.
Tenderer	An economic operator that takes part in this Tender.
Tender Documents	All documents associated with this Tender.
Tendering guidelines	This document with its annexes.

WHO ARE WE?

1. Participant

This chapter describes the organisation participating in this European tender. A participant is an organisation (division) of the Contracting Authority that will use the Agreement.

1.1 Immigration and Naturalisation Service (IND)

The Immigration and Naturalisation Service (Dutch: Immigratie- en Naturalisatiedienst (IND)) is an agency of the Ministry of Asylum and Migration and implements the immigration policy in the Netherlands. This means that the IND assesses all (residence) applications individually against the rules of the immigration policy. From people who want to live, study and work in the Netherlands, to people who want to become Dutch or want to apply for asylum. From refugees who are not safe in their own country to specialist knowledge workers. The IND employees work carefully because the IND decisions have a major impact on people's lives. You can find more information about the IND via www.ind.nl or read and watch via: What does the IND do?

WHAT DO WE WANT?

2. The Assignment description

The Government of the Netherlands invites qualified speech technology developers to submit Bids for the development and testing of an AI-based tool capable of automatic recognition of spoken Arabic dialects (further referred to as: Prototype).

This current assignment involves development and validation of an open-source Prototype, in order to gain insight in the performance of an A-ADR system under realistic forensic conditions, in constant consultation with IND.

Depending on the results, a separate procurement is expected for the development of licensed software for forensic application of an ADR system (further referred to as: Final Solution). This Final Solution will have to meet the criteria for high-risk AI systems in migration, asylum and border control (Articles 9 to 15 of the EU AI Act) and general criteria for forensic evidence. Expansion of the A-ADR prototype toward application on other languages than Arabic is also envisaged as a future assignment.

We separate this R&D assignment, development and validation of a Prototype, from the development of the Final Solution, since it is unknown at this time who will take on the role of Provider for the Final Solution. This may be a European agency.

The Prototype must be suited as back-end speech analysis system for the Final Solution. For the front-end customer interface we require a mock-up (for demonstration purposes only). In this mock-up, analysis results must be presented to the user in a way that allows appropriate interpretation of the strength of evidence.

Speech samples for analysis are in a local spoken variety of Arabic, i.e. not in Modern Standard Arabic. The Prototype should be able to make a broad distinction between the spoken Arabic dialects (e.g. Maghrebi – Levantine – Mesopotamian – Gulf – Egyptian), and should also be tested to determine how reliably it can make more fine-grained distinctions. A more fine-grained distinction can be towards country level or it can focus on language varieties within the Syrian geographical area (e.g. Northern versus Southern Levantine), depending on availability of suitable data.

Any datasets to be used should not infringe copyright law, privacy law or license agreements. Therefore, only datasets for which IND has given permission may be used by the Contractor. For instance, use by the Contractor of data scraped from YouTube will most likely not be permitted.

Determining which speech datasets are allowed to be used as training, test and validation data is a central objective during the 'determination of parameters' in the first four months after the Agreement has been signed (Objective 1 below).

We note that speech data (or certain speech data) may be viewed as personal data. The GDPR explicitly recognizes scientific research as a lawful purpose for processing personal data (Articles 5(1)(b), 89(1) GDPR; confirmed by Recital 159). However, for the Final Solution to be viable, the Contracting Authority will have to assess whether the AI model (resulting from the research) is anonymous. The Contractor is expected to deliver documentation allowing an assessment of the anonymity of the AI model, as detailed in EDPB Opinion 28/2024. Accessible at: https://www.edpb.europa.eu/system/files/2024-12/edpb_opinion_202428_ai-models_en.pdf

Validation is to be done not only on an unseen subset of the datasets used for training or cross-validation, but also on data from another source entirely. For testing in realistic use case conditions, the IND has an anonymized test set of 293 use case recordings available. These are .mp3 files (192kbps) with an average net duration of 138 seconds and spanning various regions, age groups, education levels and gender.

A final decision regarding large-scale adoption or operational deployment of the Final Solution, potentially across the EU+ Member States, will be taken after completion of this development and validation phase of the Prototype.

The assignment is considered as completed when:

- An EU AI Act-compliant Prototype for Arabic spoken dialects (based on spontaneous speech) is available under an open-source license, which should allow another party to continue the development.
- The source code of the open-source prototype is clear, transparent, and flexible, to the degree that another party could perform further training, fine-tuning etc.
- Only datasets that do not infringe copyright law, privacy law or license agreements have been used for developing the Prototype.
- The documentation of the development and validation processes – necessary to be EU AI Act-compliant - has been delivered.
- Technical information concerning data processing – necessary to evaluate the residual likelihood of identification and to demonstrate anonymity of the Prototype - has been delivered.
- Validation reports are available that provide sufficient clarity on the performance of the Prototype (reliability of the output and factors affecting this reliability) to allow further decision making on possible operational deployment, especially in realistic use case conditions (for which the IND's 293 use case recordings are key).
- Validation reports include advice on technical requirements concerning test recordings, e.g. on minimal net duration, audio quality, audio format
- The potential output produced by the Prototype can be presented in a meaningful way to EU+ Countries, the European Commission and other possible stakeholders (lay persons).

Progress will be monitored through regular online meetings with IND's senior expert and quarterly progress reports. The Tenderer is invited to propose a planning of subdeliverables (see Annex 2, SAC 1).

2.1 The background to the Assignment

2.1.1 Project CELIA

The development of the A-ADR system is part of the Common European Language Indication and Analysis project (please refer to [CELIA – Common European Language Indication and Analysis | IND](#) for more information).

At present asylum authorities spend considerable time and effort investigating the identity and country of origin of asylum seekers, based on their declarations. Traditional (human) language analysis is already used to clarify the spoken language, and hence the country of origin. The development of automatic language assessment tools and their widespread use at European scale could substantially reduce the authorities' efforts and shorten the time needed for the examination of asylum applications. Developing a European tool accessible for all asylum authorities can significantly raise the quality of the identification process and contribute to faster procedures.

Besides methodological development through innovation, project CELIA aims at optimisation of existing human language analysis methods by further developing existing standards, training and information material.

CELIA eventually must make it possible to use combinations of different language analysis methods to support the assessment of asylum applications. A fast-track indication of an asylum seeker's language variant (by a human and/or machine) can, for example, be carried out on a large scale. Where necessary, it can be followed up by a full-track analysis by an expert.

2.1.2 Intended application of the A-ADR system (Final Solution)

As indicated above, the present Tender is limited to development and validation of an A-ADR Prototype, prior to a decision on its usability. If the results are deemed useful, this Assignment will be followed by another Assignment to develop a Final Solution. At this point, it is not decided who will own and run the Final Solution. If implemented, we anticipate, for example, a situation where a European agency hosts and operates the Final Solution (including human oversight) and Member States submit their recordings for analysis. At the same time an arrangement would be in place with the developer of the Final Solution for continuous technical support, updates and expansion of the system towards application for other languages and dialects.

We anticipate that initially, in order to build trust and confidence in the Final Solution's output, all analyses will be double-checked by a human analyst. Eventually it should become clear when the output of the Final Solution is reliable enough to gradually reduce the human checks. The final situation would be as follows:

1. If the claimed background and origin of the applicant is considered suitable for analysis by the Final Solution, a 'Level 1' automatic analysis will be done. If the result confirms the claimed origin with sufficient certainty, the output can be reported as is.
2. If the result does not confirm the claimed origin or is unclear, the recording goes to a certified human analyst for a 'Level 2' indication, as a human check.
3. When necessary, a certified human analyst can also perform a full linguistic analysis and expert report ('level 3').

This Final Solution falls under 'high risk' and will have to meet the criteria for high risk AI applications according to the EU AI Act.

Since the Prototype is intended as the back-end of the Final Solution, the Contractor should strive to make the Prototype **AI Act-compliant-by-design**.

2.1.3 Feasibility study prior to current call for tender

Please note that within the CELIA project, an exploratory report has been prepared by the Netherlands Forensic Institute (NFI), addressing the feasibility of automatic Arabic dialect recognition under the assumption that it must meet the criteria for high risk artificial intelligence systems as set out in the EU's Artificial Intelligence Act (AI Act).

To this end, a summary of the relevant criteria given by the AI Act and details of available Arabic datasets and dialect recognition techniques are presented. The report also includes background information on Arabic language varieties. This report is available (for the purposes of this project only) on request; requests can be sent by means of TenderNed.

2.1.4 Market Consultation

This Tender was preceded by a market consultation. A summary of the responses is available on TenderNed. The information acquired has been incorporated in this Tender where possible.

2.2 The Assignment

2.2.1 The scope of the European tender

The scope of this European tender is:

1. development of an open-source Prototype using agreed data and testing under controlled conditions.
2. delivery of documentation as required during development of a high risk AI application by the EU AI Act.
3. delivery of comprehensive reports on the Prototype's performance.
4. delivery of a mock-up of a possible Final Solution showing how the (uncertainty of the) result is communicated to the user.

2.2.2 Objective of the Assignment

To perform this Assignment, the Contracting Authority has set a number of objectives. These objectives determine the extent to which the performance of this Assignment is perceived as positive for the Contracting Authority.

Objective 1: Determination of parameters (months 1-4)

- Determination which speech data are allowed to be used as training, test and validation data (in line with GDPR and other regulations) and acquire access.
- Determination of feasible broad and finer-grained distinctions that can be made given the available data.
- Determination of the roles and division of responsibilities in terms of compliance with the regulatory obligations for 'provider', 'developer', 'deployer' etc. of a high-risk application according to the EU AI Act.
- Determination of appropriate license conditions for the Prototype source code
- Determination of third-party (open-source) elements to be used, including a check of their license conditions and intellectual property
- Determination of the variables that can be used to establish a reasonable price for a license of a possible Final Solution.

Objective 2: Development of the Prototype

The A-ADR Prototype must:

- be fully automatic, using state-of-the-art ADR technology.
- be able to deal with .mp3 audio samples (192 kbps) of spontaneous speech in spoken Arabic varieties (not Modern Standard Arabic).
- 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.
- be able to indicate the best matching language model at a broad level (e.g. Maghrebi – Levantine – Mesopotamian – Gulf – Egyptian), and (possibly as a second step), at a more fine-grained level (e.g. towards country level or with a focus on the dialects within Syria).

Objective 3: Validation of the Prototype

The validation report must include:

- Various technical performance evaluations, including visualization.
- Determination of the correlation between the score and accuracy, including visualization.
- Testing results for bias, fairness, and representativeness across diverse Arabic-speaking populations.

Objective 4: Mock-up

The mock-up must:

- give a visualization of how the analysis results can be presented to potential end users (asylum officers).
- Show the translation of the analysis results into an understandable conclusion format fit for lay use.
- Show how the level of uncertainty of the result is communicated to the user.

Objective 5: Documentation

The envisaged Final Solution will fall under high-risk AI applications as defined in the EU AI Act.

The Contractor should keep this in mind during the development stages. The relevant requirements concern:

- Art. 9: Risk Management System.
- Art 10: Data and Data Governance.
- Art 11: Technical Documentation.
- Art 12: Record Keeping.
- Art 13: Transparency and Provision of Information to Deployers.
- Art 14: Human Oversight.
- Art 15: Accuracy, Robustness and Cybersecurity.

The Contractor should also provide:

- Technical information that allows an assessment of the anonymity of the AI model(s) that is/are part of the Prototype

The Contractor is encouraged to present the project and outcomes to a scientific audience, although this may not fit within the time period of this Assignment and is therefore not a strict requirement. Thus we anticipate:

- Abstracts, presentations and peer-reviewed scientific papers, prepared in close collaboration with and/or co-authored by CELIA's senior expert.

2.2.3 The estimated value

The estimated value for this Assignment is set at € 950,000.00. This is the estimated value for the entire Assignment and the entire term, including extension options.

2.2.4 Lots

The requested Prototype is a single product and cannot be developed in separate parts. Therefore a division lots is not possible.

2.2.5 Disclaimer

During the preparation of this European tender, every effort was made to gather as much information as possible on the expected scope of the Assignment. The Contracting Authority cannot predict exactly how the organisation will evolve during the term of the Agreement. Organisational, societal and/or political developments may affect the scope of this Assignment. This implies that the actual scope may turn out lower or higher than the estimated value. Therefore, there is no purchase obligation, purchase guarantee or turnover guarantee. The Contracting Authority therefore expects a flexible approach to the execution of the Assignment.

2.2.6 The Requirements

The Annex 1 'Requirements' contains the requirements of the performance of the Assignment. By signing Form B 'Tender Form and Statement of Agreement', you accept all the Requirements.

2.2.7 Open standards

When purchasing ICT products and services, the central government prescribes that the relevant open standards of the Netherlands Standardisation Forum are applied. These are published on the website [Netherlands Standardisation Forum | Forum Standaardisatie](https://www.standaarden.nl).

2.2.8 Open source

The Prototype must be made open-source and made available under license to be determined by the Contracting Authority.

3. The Agreement

The execution of the Assignment is subject to the attached Draft Agreement, possibly amended in the Summary of Additional Information and Changes. See Annex 5 'Draft Agreement'.

Please note that on first publication of the Tender documents the Draft agreement has been made available in Dutch. A translation in English will be provided as soon as possible.

3.1 Purchase conditions

The attached draft Agreement is subject to the government-wide adopted procurement terms and conditions ARBIT-2022 to the extent not deviated from in the Agreement. The procurement terms and conditions are attached as Annex 6 General Government Terms and Conditions for IT Contracts 2022 (ARBIT-2022)'.
General sales conditions, industry conditions or other conditions of the Contractor are excluded.

3.2 Duration of the Agreement

The intended start of the Agreement is June 2026 and the Agreement expires 31-12-2027. Client has the option, to be exercised unilaterally by Client, to extend the Agreement once for six months after the initial term has expired. Exercise of the extension option will not affect the total price offered.

If written objections are made to the award decision, a complaint is filed and/or summary proceedings are initiated, the Contracting Authority has the right to start the Assignment at a later date.

3.3 The Processor Agreement

In the event that the Contractor processes personal data, it will be processed in accordance with applicable privacy regulations, including the EU GDPR and the GDPR Implementation Act.

WHAT DO YOU NEED TO COMPLY WITH?

4. Requirements for the tenderer

This chapter sets out the conditions a tenderer must meet: the grounds for exclusion and the suitability requirements. It also lists the forms of tenders available to meet the stipulated grounds for exclusion and suitability requirements.

4.1 Completion of forms and legal signature

Among other things, this chapter details the forms you need to complete and submit. There is a further explanation in Annex 4 'Explanation of tender form and completion of annexes'. If legal signature is requested, this includes the following: the Bid has been signed by the legal representative of Tenderer. This is the natural person registered as authorised in the excerpt from the Chamber of Commerce trade register. This can also be a joint authorisation. Please note that in this case, both persons sign the Tender. If a non-authorised registered person signs, please enclose a copy of the power of attorney with your Tender. This power of attorney is signed by the legally valid representative (with signatory authorisation) in accordance with the extract from the trade register of the Chamber of Commerce. Besides an original handwritten, scanned signature, a qualified electronic signature within the meaning of Art. 3:15a of the Dutch Civil Code of law is also permitted. The Tender is valid only if signed by the Tenderer's legal representative.

4.2 Tender forms

To meet all the requirements of this European tender, you may submit a Tender based on various forms of tender/trade relations:

- Independent, without subcontracting.
- Independent, with subcontracting.
- Partnership, without subcontracting.
- Partnership, with subcontracting.

You can tender for the Assignment only once: either independently or as part of a partnership. As a subcontractor, in which case it is permitted to participate in multiple tenders.

Should you tender based on one of the aforementioned forms of tender, please use Annex 4 'Explanation of tender form and completion of annexes'. This document details how and with what annexes you can tender for this Assignment.

4.3 The grounds for exclusion

Grounds for exclusion are designed to exclude unethical companies. We use two forms for this purpose:

1. Form A 'Uniform European Tender Document' and
2. Form B 'Tender Form and Statement of Agreement'.

What is expected of you is explained below.

4.3.1 Uniform European Tender Document

The Uniform European Tender Document (hereinafter UEA) is used to verify the grounds for exclusion. You must complete Form A and submit it with the Tender. You thus declare that the relevant grounds for exclusion do not apply to your company.

Completing the UEA

You must answer all the questions asked in the UEA. Incorrect or incomplete completion or failure to submit the UEA may result in exclusion from the Tender. You do not need to sign the UEA. The signature of Form B 'Tender Form and Statement of Agreement' shall constitute the signature of the UEA.

Are you tendering as a partnership? Or are you relying on a third party to meet a suitability requirement? If so, the other members of the partnership (i.e. not the main contractor) and/or the third party or parties do have to validly sign the UEA. For more information, see: [How do I complete the Uniform European Tender Document \(UEA\)? | TenderNed](#)

Direct contact in case of any changes

If, after Tendering or during the performance of the Agreement, there are any changes as a result of which grounds for exclusion apply to you or your organisation after all, please notify the Contracting Authority immediately. The Contracting Authority reserves the right as yet to exclude the Tenderer or the Contractor from further participation in the tender or performance of the Assignment unless there is an exempted agreement, decision or concerted practice. Agreements already made can be cancelled without legal implications for the Contracting Authority. This also applies if you tender in a partnership or engage a third party or subcontractor. Finally, the Contracting Authority may require the replacement of a subcontractor.

Supporting documents to be submitted

If the Assignment is awarded, the tenderer must be able to prove by means of evidence that the requested grounds for exclusion do not apply to itself. Upon verification, you must provide the following supporting documents upon request:

- Certificate of good conduct in tendering (no older than two years counting from the deadline for the European tender, available from Justis). For other European countries see [eCertis \(europa.eu\)](#);
- Tax Authorities certificate (no older than six months from the tender deadline, which can be obtained from the Tax Authority (Belastingdienst). For other European countries see [eCertis \(europa.eu\)](#).

In The Netherlands, the application for the certificate of good conduct takes about eight weeks and the Tax Authority declaration about two weeks. You are therefore advised to apply for these statements in good time.

4.3.2 Tender form and statement of agreement

Form B 'Tender Form and Statement of Agreement' is used to gain a more detailed understanding of how you are tendering for this Assignment, for example, with which trading relationship(s). Therefore, when tendering Form B 'Tender Form and Statement of Agreement' should be completed and attached to your Tender. In addition, this form must be duly signed showing that you agree to everything in this Tender. The signature of Form B 'Tender Form and Statement of Agreement' will constitute the signature of your entire Bid.

4.4 The suitability requirements

Suitability requirements are designed to test whether you are in fact suitable to perform the Assignment. In the UEA, these are also referred to as selection criteria. If you do not meet (any of) the suitability requirements, the Tender will be set aside. You can use one or more third parties to meet the suitability requirements. If the Assignment is awarded, the tenderer must be able to demonstrate through evidence that the third party or parties meet the relevant suitability requirement(s).

4.4.1 Professional competence

You declare by completing the UEA (Form A) that you are filed in the commercial register according to the requirements of the legislation of the country where you are established. The Contracting Authority verifies this based on an extract from the trade register. If you, as a Tenderer, are established abroad, you must demonstrate through evidence that the abovementioned suitability requirement is met. This can be done, for example, by providing a copy of the extract from the country where you are based.

4.4.2 Technical competence

Core competencies

By completing the UEA, you declare that you have the requested core competencies.

The Tenderer should possess the following core competencies:	
1.	Demonstrable experience with the successful development and deployment of speech technology as part of forensic expert evidence including validation of its performance.

The Tenderer demonstrates possession of this core competency through one assignment performed in the past three (3) years from the date of Tender.

For this purpose, you should attach the completed and signed Form C 'Specification reference assignment' to the Tender. For verification purposes, the Contracting Authority reserves the right to contact the contact person/agency of the submitted referent mentioned in the form.

Staffing

The Tenderer must have at least the following staffing:	
1.	One employee with a PhD degree and one employee with an MA or MSc degree in speech processing, machine learning, computer science or similar and relevant working experience.

Brief professional biographies of qualified staff, including a specification of their formal education, must be provided when submitting your Bid.

4.4.3 Information security framework

In the UEA you declare that you work according to:	
1.	<ul style="list-style-type: none"> a certified information security or cybersecurity framework, certified by conformity assessment bodies (for example NEN-EN/ISO 27001:2015, UK Cyber Essentials Plus), or; an equivalent internal (written) information security framework with the following characteristics: organization-wide embedding, organization-wide implementation, internal control cycle.

Tenderer provides, upon first request by the Contracting Authority, proof by submitting a copy of the certificate or a description of the information security framework.

5. The award criteria

This chapter elaborates on the award criteria (the SAC's and price) and the award methodology (evaluation method). The Assignment will be awarded to the tenderer with the Most Economically Advantageous Tender (MEAT) based on best value for money.

5.1 Award methodology

The award methodology of this European tender is the weighted factor method. The distribution of sub-award criteria is detailed in the table below. The valid Tenders will be evaluated based on this distribution.

Most economically advantageous tender based on best value for money using the weighted factor method.			Maximum number of points to be obtained
Sub-award criterion quality	1	Project governance plan	20
	2	Technical development of the prototype	15
	3	Validation plan	15
	4	Compliance plan	15
	5	Risk mitigation plan	15
Sub-award criterion price			20
Maximum number of points to be scored			100

5.1.1 Sub-award criterion quality

The Sub-award criteria are further detailed in terms of content in Annex 2. This Annex further describes how to answer the Sub-award criteria and how the elaboration of the Sub-award criteria will be assessed (assessment methodology).

5.1.2 Sub-award criterion price

The maximum number of points to be scored for the sub-award criterion of price is 20 points. The price sub-award criterion and the associated assessment methodology is further detailed in Annex 2. You should closely follow the completion instructions as included in Form D Price Sheet.

Please note:

The minimum price to be stated in your bid is € 600.000 excl. VAT and the maximum price to be stated in your Bid is € 1.200.000 excl. VAT. If the price stated in your bid is lower than € 600.000 excl. VAT or higher than € 1.200.000 excl. VAT your bid will be deemed invalid. The total price of the Bid should cover the entire Assignment and the entire term, excluding the costs for data licenses (as these are not part of this Tender and will be covered separately by the Contracting authority).

5.2 The outcome

5.2.1 The overall score

The overall score is determined by adding the points obtained for the sub-award criterion of quality and the price sub-award criterion. The tenderer with the highest score has achieved the Most Economically Advantageous Tender based on best value for money. This tenderer will be awarded the Assignment on a provisional basis.

5.2.2 Equal outcome

If two or more Tenders with exactly the same final score finish in first place, the award decision based on the most points on quality will be decisive. Should this not be decisive, the award decision of the tenderers with equal final scores will be determined by drawing lots. The draw will take place at a venue to be specified by the Contracting Authority. Parties who finished tied will be invited to take part.

HOW TO SUBMIT A BID

6. The tendering process

This chapter describes how to tender and the stages of the tender procedure.

6.1 Tendering and communication via TenderNed

The tender procedure is digital via the online tendering platform TenderNed. Communication and submission of the Bid will take place only through this platform. Communicating with other employees of the Contracting Authority or through other channels about this European tender is not permitted and may result in exclusion from participation.

6.2 The planning of the tender process

The schedule for the tender process is given below. **The dates and times in bold are firm deadlines.** The Contracting Authority always has the right to change the schedule. The latest established dates are listed in TenderNed; these dates are always leading.

Planning table tender procedure

Description	Date
Send publication to TenderNed	13-2-2026
Final opportunity to submit questions for Summary of additional information and changes number 1	23-2-2026 12:00 CET
Publication of Summary of additional information and changes number 1	4-3-2026
Final opportunity to submit questions following Summary of additional information and changes number 2	11-3-2026 12:00 CET
Publication of Summary of additional information and changes number 2	18-3-2026
Deadline for submitting Bids	31-3-2026 12:00 CET
Communication of the award decision	30-4-2026
Final Award	25-5-2026

6.3 The information phase

6.3.1 Questions and the Summary of additional information and changes

You can ask questions, make suggestions or provide comments on this European tender. Please use the format (form E) for this purpose. You must add this as an Excel file / Word file to the message via the 'Berichten module' ('Message module') on TenderNed. We can answer your questions only if they are submitted this way and on time. If questions are submitted after the deadline, the Contracting Authority cannot guarantee that these questions will be answered.

The second opportunity to ask questions is exclusively intended for asking follow-up questions: questions that relate to the answers to questions from the most recent Summary of additional information and changes. If these are not follow-up questions or if questions are submitted after the deadline, the Contracting Authority cannot guarantee that these questions will be answered.

The Contracting Authority answers the questions in writing and anonymously. Inquiries are only binding insofar as they are included in a Summary of additional information and changes or answered individually in writing.

In response to questions from the Summary or summaries of additional information and changes, the Contracting Authority may make changes to the Tender Documents. The Summary or summaries of additional information and changes are integral to the Tender Documents. If there are several Summaries of additional information and changes with inconsistencies, the provisions of the most recent Summary of additional information and changes shall prevail.

6.3.2 *Reporting (alleged) inconsistencies and/or imperfections*

This Descriptive Document and its annexes have been compiled with great care. Should you believe that any information or provision in the Tender Documents is inaccurate, inconsistent, incomplete, unlawful or otherwise irregular, you should bring this to the attention of the contact person immediately and on time – i.e., before the deadline for submission of Tenders. You can do this through TenderNed's messaging module.

6.4 The tendering phase

6.4.1 *Term of validity*

You maintain your Tender for at least 90 calendar days after the final Tender deadline. Upon request, you must extend this period by 90 calendar days. No claim for award can be derived from this request. If the deadline is extended, there will be no price indexation. If summary proceedings are instituted during the tendering procedure, the period of validity of the Tender is automatically extended to 8 calendar days after the court's ruling on the summary proceedings.

6.4.2 *Language*

The language of communication during this tender procedure and the performance of the Assignment is English. All Bids must be in English.

6.4.3 *Other tendering conditions*

To be considered for award, the following conditions apply:

- Tenderers shall refrain from conduct that violates Dutch or European competition law (including Article 6 of the Competition Act or Article 101 of the Treaty on the Functioning of the European Union, as the case may be), i.e. consultations prior to or during the tendering procedure during which the prices and/or terms and conditions of the Tender to be submitted and/or the work to be carried out are coordinated.
- It is not permitted to submit a conditional Tender.
- This Assignment is a single entity. It is not possible to tender for parts of the Assignment.

6.4.4 *Deadline for the tender*

Your Bid must be submitted on time. The specific date and time are on TenderNed. After this date and time, your Bid will not be considered. There are no exceptions to this, even if the Bid is not on time through no fault of your own, e.g. due to a poor network connection. We therefore advise you to upload your Bid in TenderNed well in advance. If there is a malfunction at TenderNed just before the expiry of the tendering period, please report this immediately to TenderNed as well as by e-mail ITNEA@dji.minjus.nl. In that case, you should send your Bid encrypted as soon as possible and on time. For an elaboration of this, see section 2.109a Dutch Public Procurement Act above. TenderNed's information on the disruption will determine the Contracting Authority's decision on whether to extend the tender period.

6.4.5 *Open Tender*

The Contracting Authority can only access the digital vault after the closing of the tendering period. No Tenderers' representatives are present when the digital vault containing the Bids received is opened.

6.5 The assessment phase

In the assessment phase, several steps are completed to award the Assignment. For all steps: you must successfully complete each step to be eligible for award. If a step is not successfully completed, your Bid may be set aside unless the IUC DJI considers that the defect found in the Bid can be remedied. Clarification may be sought during the assessment.

6.5.1 *Step 1: Assessment for completeness and validity*

The Tenders received are first assessed for the formal requirements:

- Timely submission of your Bid via TenderNed.
- Bid complete and in accordance with the provisions of the Tender Documents.
- Bid validly signed.

6.5.2 Step 2: Verification of grounds for exclusion and suitability requirements

During the second step, the Contracting Authority checks whether an exclusion ground applies and/or the Tenderer meets the minimum requirements regarding suitability and whether a tenderer meets the Requirements. It will do this based on the forms completed by the Tenderer.

6.5.3 Step 3: Assessment of the Tender content

In the third and final step, the Sub-award criteria are assessed through the 'consensus model'. A review team has been formed for this purpose. This team consists of representatives with different areas of expertise. Each member of this assessment team will assess each Bid individually. The assessment team then discusses individual assessments and scores in a plenary session. The assessment team then arrives at a consensus score on each Sub-award criterion.

6.6 The award phase

6.6.1 Intention to award

The Tenderer finishing highest after the assessment of price and quality (the Sub-award criteria) will receive the intention to award. The intention to award the Assignment shall be announced simultaneously to all Tenderers. The rejected Tenderers will be informed of the name of the proposed winning tenderer, the grounds on which the intention to award is based, the scores obtained, the justification for their own scores and the scores of the winning Tenderer. The proposed winning Tenderer cannot derive any rights from the award decision. The Bid has not yet been finally accepted.

6.6.2 Standstill period

The IUC DJI observes a standstill period of 20 calendar days. This starts on the day after the date of dispatch of the intention to award. Any tenderer who disagrees with the intention to award the contract may, within 20 calendar days, apply for summary proceedings at the preliminary relief court in The Hague by serving a writ of summons. After these 20 calendar days, the right to institute summary proceedings expires.

6.6.3 Verification

The ' verification phase ' starts after the IUC DJI announces the intention to award the Assignment. At this stage, the awarded tenderer should submit the requested evidence.

In addition, a verification interview may take place before awarding the Contract. The purpose of the verification interview is to establish with certainty that the intended winning tenderer is able and willing to carry out the Assignment in accordance with the Tender Documents and the submitted Bid.

6.6.4 Final award and signing of the Agreement

After successfully completing the above steps, a final award is made. The attached draft Agreement is finalised and duly signed by the Client and Contractor.

6.7 Other (legal) procedural provisions and conditions

6.7.1 Article 2.81 Dutch Public Procurement Act (AW)

Section 2.81 Aw 2012(1) shall apply to the performance of the Assignment. If there are any questions regarding these obligations, you can contact the Tax Administration at www.belastingdienst.nl, Environmental Protection/Ministry of Infrastructure and the Environment at www.rijksoverheid.nl/ministeries/ienm and www.rvo.nl. For information on employment protection and working conditions, contact the Ministry of Social Affairs and Employment at www.rijksoverheid.nl/ministeries/szw and the UWV at www.uwv.nl/werkgevers.

6.7.2 Russia sanctions package

The Contracting Authority draws your attention to the '[Dutch circular sanctions package Russia](#)' dated 22 July 2022 with reference CE-MC / 22156112. This was drafted in response to Regulation EU 2022/576. This sanction affects public procurement. As per this Regulation and Circular, no more contracts may be awarded to Russian parties.

You need to provide the required information in the 'Tender form and statement of agreement' (form B). If you (1) are a Russian party or (2) use a Russian party as a subcontractor or (3) use a Russian (supplier) participating in the Agreement for more than 10%, the Tender will be set aside. You will be excluded from further participation unless one of the exceptions listed in the circular is demonstrably applicable.

For more information, please refer to the contents of the circular. You can also contact the RVO's Russia Sanctions Desk for more information. The Russia Sanctions List is also published there. See Sanctions Desk Russia (rvo.nl). This sanctions package may change during the tendering process and/or during the term of the Assignment and affect the Assignment to be performed.

6.7.3 *Stopping this European tender*

The Contracting Authority has the right, in writing and stating reasons, to withdraw, cease and not resume the European tender in whole or in part, cancel the (final) award and/or refrain from entering into the proposed Agreement.

6.7.4 *Outsourcing*

The Contracting Authority has the right to outsource parts of this Assignment in special situations. This could be to a third party as part of an integral project, to a public-private partnership, by means of a Design, Build, Finance, & Maintain contract or through a similar construction or if such an approach is desirable in the Contracting Authority's opinion. In such situations, the relevant service falls outside the scope of the Agreement, and the party cannot claim the service or any compensation, including lost sales and/or profit or otherwise.

6.7.5 *Tender fee*

The Contracting Authority is of the opinion that the activities to be performed by you in the context of submitting a Tender are not of such a nature that a tender fee needs to be paid. Therefore, the Contracting Authority will not pay a tender fee in this European tender.

6.7.6 *Complaints procedure*

Complaints about this European tender's content or the Contracting Authority's conduct in this European tender can be raised through the summary of additional information and changes. If the Contracting Authority does not uphold this complaint then the complaint can be submitted to the Complaints Desk (*Klachtenmeldpunt*) of the Ministry of Justice and Security. Complaints can be submitted by post or email. State clearly in your complaint:

- the date you send the complaint;
- name, place of business and commercial tender number of the complainant;
- name and address details (including email) of contact person of the complainant;
- title and TenderNed number of the European tender to which the complaint relates;
- name and address information (including email) of contact person at the Contracting Authority for the European tender to which the complaint relates;
- the content of the complaint with reasons;
- a suggestion by which, for you, the complaint can be remedied.

Send the complaint to:

Klachtenmeldpunt Europees Aanbesteden Justitie en Veiligheid
Afdeling strategische inkoop
Turfmarkt 147
Postbus 20301
2500 EH DEN HAAG

Mail: klachtenmeldpunt.ea@minjenv.nl

The Complaints Hotline will investigate your complaint and inform the Contracting Authority. The complaint may be declared founded, partially founded or unfounded in this opinion. The Contracting Authority then decides on the complaint and informs the complainant. If necessary, the Contracting Authority will take any preventive or corrective measures.

If you do not receive a decision from the Contracting Authority or the complainant does not agree with the judgment, the complaint can also be submitted to the Committee of Procurement Experts (Commissie van Aanbestedingsexperts). See also www.commissievanaanbestedingsexperts.nl.