

## Clarification Note: European Public Procurement Procedure for Gambling Stop Functionality, Including Associated Services, for the Netherlands Gambling Authority

Date: 27<sup>th</sup> February 2026

Below you will find the answers to the questions raised up to and including **23 February 2026**, including the notices issued by the contracting authority. In addition, where applicable, the procurement documentation has been amended. This revised documentation has been published on TenderNed.

Ref. Nr.	Subject	Question	Answer
1	Financial standing : recently established undertaking (ESPD Part IV)	Our company was incorporated early 2024, with a first extended financial year closing on 31 December 2025. At the time of tender submission (27 March 2026), only one audited financial year will be available. Can the Contracting Authority confirm that a recently established undertaking may demonstrate its economic and financial standing on the basis of a single audited financial year, supplemented where necessary by alternative evidence of financial stability (e.g. interim financial statements, bank statements, or a financial forecast), in accordance with Article 58(3) of Directive 2014/24/EU and the applicable provisions of the ESPD for recently established economic operators?	<p>We understand the situation of young entities. We can confirm that a recently established undertaking may demonstrate its economic and financial standing on the basis of a single audited financial year, supplemented where necessary by alternative evidence of financial stability (e.g. interim financial statements, bank statements, or a financial forecast).</p> <p>The Contracting Authority will change paragraph 5.3.1 in: To ensure the continuity of the tenderer to whom the Contract is awarded, the tenderer must declare that the auditor has issued an unqualified opinion on the annual accounts for the past financial year, and that no continuity paragraph or any remarks have been made indicating serious doubt regarding the continuity of the legal entity's operations. The tenderer confirms compliance by selecting 'yes' in Part IV, Selection Criteria, of the ESPD. After the intention to award, the following must be submitted if requested by the Contracting Authority: Auditor's statement for the last financial year. The Tenderer must provide this evidence to the Contracting Authority within seven (7) calendar days after the provisional award notification has been sent.</p> <p>This has now been modified in the new version of the descriptive document v1.1 (the changes are marked in green)</p>
2	ISO 27001 equivalence : accepted auditor qualifications and submission timing	With reference to the requirement for NEN-EN-ISO/IEC 27001:2017+A11:2020 certification or equivalent, could the Contracting Authority please clarify: (a) Will an equivalence assessment conducted by an independent Lead Auditor ISO 27001 (certified by an internationally recognised body such as IRCA, Exemplar Global, or PECB), who is not accredited by the Dutch Raad van Accreditatie specifically, be accepted as sufficient evidence? (b) Can the Contracting Authority confirm that the Statement of Applicability and the independent expert attestation must only be submitted within seven (7) calendar days after the provisional award notification, and are not required at the time of tender submission?	<p>a) The Contracting Authority will accept a valid ISO/IEC 27001 certificate (NEN-EN-ISO/IEC 27001:2017+A11:2020 or successor) provided it is issued by a certification body accredited for ISO/IEC 27001 by an accreditation body that is a signatory to the IAF MLA / EA MLA. Accreditation by the Dutch Raad voor Accreditatie (RvA) is not required.</p> <p>An "equivalence assessment" performed solely by an individual ISO 27001 Lead Auditor (including auditors certified by IRCA/Exemplar Global/PECB) does not constitute ISO/IEC 27001 certification and, in itself, will not be accepted as an equivalent certificate.</p> <p>Where a tenderer cannot provide a certificate,</p>

			<p>the Contracting Authority may accept other evidence of equivalent quality assurance measures demonstrating that the tenderer's ISMS complies with ISO/IEC 27001 requirements (e.g., independent audit report against ISO/IEC 27001 and relevant ISMS documentation).</p> <p>b) Statement of Applicability and the independent expert attestation must only be submitted within seven (7) calendar days after the provisional award notification, and are not required at the time of tender submission.</p> <p>If the tenderer is currently undergoing a certification process to comply with NEN-EN-ISO/IEC 27001:2017+A11:2020 (or a newer version), the Tenderer shall submit the required documents no later than 8 June 2026.</p> <p>This has now been modified in the new version of the descriptive document v1.1 (the changes are marked in green)</p>
3	GPD-ACC-019 : Browser extension as desktop coverage	<p>With reference to requirement GPD-ACC-019 (Device Coverage and Installation Convenience), the award criterion refers to "installation on laptops and PCs (Windows)" and "Mac (MacOS)." Could the Contracting Authority clarify whether a browser extension (e.g. for Chrome, Firefox, Edge, and Safari) that provides full gambling-blocking functionality on Windows and macOS devices would be considered as meeting this requirement? If not, could the Contracting Authority specify what minimum technical implementation is required to qualify as desktop/laptop coverage (e.g. native application, system-level DNS filter, browser extension, or other)?</p>	<p>A browser extension (for Chrome, Firefox, Edge and Safari (for macOS)) may, in principle, be regarded as providing coverage for desktop/laptop devices, provided that:</p> <ul style="list-style-type: none"> <li>- the extension offers complete and effective gambling-blocking functionality;</li> <li>- the functionality is substantially equivalent to the blocking applied on mobile devices;</li> <li>- the solution cannot be easily circumvented by the end user (for example, by using alternative browsers or by simple deactivation); the solution is proportionate, stable and user-friendly in terms of installation and administration.</li> </ul> <p>The contracting authority does not prescribe any specific technical implementation (such as a native application, a system-level DNS filter or a browser extension). Tenderers are free to determine the technical solution, provided that compliance with the functional requirements of GPD-ACC-019 and the level of coverage as described in the award criterion is demonstrably achieved.</p> <p>Moreover, the blocking of gambling apps must be guaranteed, at the same level as on cell phones.</p>
4	Annex 7 / GPD-G-001 : Minimum annual fee and volume risk	<p>The Price Form (Annex 7) and the invoicing mechanism described in GPD-G-001 are based on a per-subscription pricing model, with an estimated volume of 30,000 new subscriptions per year. Given that the contractor is required to maintain full operational readiness regardless of actual subscription volumes, could the Contracting Authority clarify: (a) Is the tenderer permitted to include a minimum annual fee in its pricing structure, to cover fixed operational costs independent of subscription volumes? (b) If actual subscription volumes fall significantly below the estimated 30,000 per year, what mechanism does the Contracting Authority foresee to ensure the financial viability of the contract for the contractor?</p>	<p>a) The costs for maintaining full operational readiness can be included in section B of the price form (Annex 7). The text in the price form has been amended accordingly in Annex 7 - Price form v1.1 (the changes are marked in letters)</p> <p>b) If the costs for maintaining full operational readiness are included in section B the tenderer can ensure financial viability of the contract.</p>

5	GPD-T&I-014 : Removal difficulty across different platforms	<p>Regarding GPD-T&amp;I-014 (Degree of Removal Difficulty), the level of removal protection that can technically be achieved varies significantly across platforms. Even between iOS and Android, the operating system architectures offer different technical possibilities for preventing software removal. These differences are further amplified when comparing mobile operating systems with desktop environments (Windows, macOS) and browser extensions. Should the tenderer select a single option that represents the overall solution, or may the tenderer describe a differentiated approach per platform? If a single option must be selected, should it reflect the highest level of protection available or the lowest level across all supported platforms?</p>	<p>Contracting Authority will change GPD-T&amp;I-014 in two parts, one for iOS and one for Android. The text in annex 5 has been amended accordingly. The possibility to remove the software from your device once installed should be made as difficult as possible.</p> <p>Award Criterion – Degree of Removal Difficulty for iOS(max. 6 points):</p> <p>1 Low protection: the software can be removed by a straightforward action such as deleting the app via the app store or moving a simple toggle within the application or device settings (1 points)</p> <p>2 Moderate protection: removal requires multiple deliberate steps, such as navigating through device settings, disabling permissions or profiles, or completing confirmation steps before deletion (2 points)</p> <p>3 Higher protection: removal requires more intrusive actions, such as performing a device hard reset, factory reset, or comparable operating-system level actions, while still remaining technically feasible for users (4 points)</p> <p>4 Highest protection within market standards: removal requires a combination of actions (e.g. first changing system settings or permissions and subsequently deleting the app or performing a reset), making impulsive or easy removal less likely but not impossible (5 points)</p> <p>5 Enhanced protection with third-party involvement: critical system changes or removal of the software can only be completed with the explicit involvement or authorization of a designated buddy and/or the contractor (e.g. through verification, access codes or mediated approval), providing an additional barrier against impulsive removal while preserving user autonomy (6 points)</p> <p>Award Criterion – Degree of Removal Difficulty for Android (max. 6 points):</p> <p>1 Low protection: the software can be removed by a straightforward action such as deleting the app via the app store or moving a simple toggle within the application or device settings (1 points)</p> <p>2 Moderate protection: removal requires multiple deliberate steps, such as navigating through device settings, disabling permissions or profiles, or completing confirmation steps before deletion (2 points)</p> <p>3 Higher protection: removal requires more intrusive actions, such as performing a device hard reset, factory reset, or comparable operating-system level actions, while still remaining technically feasible for users (4 points)</p> <p>4 Highest protection within market standards: removal requires a combination of actions (e.g. first changing system settings or permissions and subsequently deleting the app or performing a reset), making impulsive or easy removal less likely but not impossible (5 points)</p>
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6	Descriptive Document - 5.3.5 - Extract from the Trade and Professional Register	To satisfy this requirement is it possible to provide documents from companies house in the UK? Such as the list of directors?	The Tenderer must be duly enrolled in trade registers kept in the Member State of its establishment as described in Annex XI of Directive 2014/24/EU. Economic operators from certain Member States may have to comply with other requirements set out in that Annex.
7	English language		In the general tender conditions on TenderNed (5.1.12 <i>Terms of procurement</i> ) it is stated that the language in which the tender must be submitted is Dutch. This is not correct, it is also permitted to submit your bid in English.
8	Missing ESPD		By mistake, the document referred to in the tender documents, European Single Procurement Document (ESPD), was not included in the uploaded documents. This has now been done.
9	5.1	Section 5.1 of the Descriptive document for the European Public Procurement Procedure for Gambling Stop Functionality, Including Associated Services, for the Netherlands Gambling Authority states: "Where required, documents must be legally signed by an authorized signatory registered with the Chamber of Commerce, or by an equivalent document demonstrating that the signatory is authorized to represent and bind the tenderer at the time of signing the submission. A Tender that is not legally signed will be excluded from further participation, if this cannot be remedied." We assume that the requirement to be registered with the Chamber of Commerce is specific to Dutch based organisations? If that is correct, what evidence would you seek that the "signatory is authorized to represent and bind the tenderer" for a UK charity? This request is made to ensure that we can provide relevant evidence if required.	The Tenderer must be duly enrolled in trade registers kept in the Member State of its establishment as described in Annex XI of Directive 2014/24/EU. Economic operators from certain Member States may have to comply with other requirements set out in that Annex.
10	Annex 7: Price Form (Section A)	In Annex 7: Price Form (Section A), reference is made to pricing based on 30,000 subscriptions per annum (and cumulative subscriptions up to 210,000). For clarification, could you please confirm whether this figure represents an indicative maximum volume ("up to") or a billing mechanism linked to actual subscriptions distributed. Could you please confirm whether exceeding or falling below 30,000 subscriptions per annum would have any contractual or pricing implications. This clarification will ensure alignment with our distribution model and submission as we want to ensure there is no	<p>The stated volumes: 30,000 subscriptions per annum in Year 1, increasing to 210,000 subscriptions per annum in Year 7, are included solely to enable a fair and consistent comparison between tenderers.</p> <p>No rights may be derived from these indicative volumes. Invoicing and payment shall be based exclusively on the actual number of subscriptions ordered and taken up.</p> <p>Please also refer to the answer provided to our answer in question 4, which clarifies that</p>

		restriction on the number of licences that can be distributed under this arrangement.	coverage may be included for maintaining full operational readiness.
11	Annex 5 - Requirements document - Row 22	<p>I would encourage your team to seriously reconsider Row 22 of the Requirements document as a grading criteria. Whilst I understand the motivation of the Ksa to include the robustness of the protections a blocking software offers in their grading criteria, in its current form the question is impossible for applicants to give an accurate/truthful answer to that would allow the assessors to give it a score. The question treats blocking software as a single product, and asks for a single assessment of robustness. It is not. Blocking software is an entirely different product on each platform, with different strengths and weaknesses on each platform. The correct answer for one platform would be incorrect for another. Furthermore, the grading criteria overlap between the bandings. For example, if we were to answer about our Android system, we could answer either 3, 4, or 5. 3 - Our Android app could be removed by factory resetting the device. But very few users are willing to lose everything on their device to get rid of blocking software. 4 - When properly set-up, short of a complete factory reset there is no action the user could take that would remove BetBlocker. Trying to change settings or delete the app is restricted by the app. So it's arguable that while we don't seem to meet the criteria for 3, we exceed the criteria for 4. 5 - 4 clearly states "easy removal less likely but not impossible". There is no "easy removal" of BetBlocker Android. Factory resetting a device is a bar very few users are willing to cross to remove a block, and there is no other way. So if the protections exceed the criteria for 4, then they logically advance to 5. I'd also highlight criteria 5, the highest scoring criteria, as looking to encouraging the prioritisation of the robustness of the block without consideration of the real world implications of this approach. To expand on this point - Whilst it is possible to create a block for iOS devices (not other platforms) that could meet these criteria, this approach SIGNIFICANTLY increases the barriers to user access, requiring hard wiring the phone to a laptop/desktop device, backing it up, factory resetting, implementing command level processes to set the block up, then restoring the phone data. For someone who is a technical expert and familiar with this process it can be achieved in around 40 minutes. The average user is very unlikely to be able to complete the set-up process by themselves and as such the majority of users would need team support to successfully implement protection. This is in comparison to a set-up process for our standard iOS block that can reasonably be completed by anyone, with no support, in less than 2 minutes. This level of block is technically achievable, but it will result in substantially diminished uptake of the offered support, which will result in higher levels of average harm across the potential user population. While BetBlocker does have plans to roll out this mode of support for iOS users later this year, we will be rolling this out as an 'advanced' feature, alongside our current block, and it would be deployed specifically to support users who have managed to bypass our standard block. Not as the default offering to first time users. In this manner we would hope to maintain the high levels of user uptake that we enjoy, whilst offering a higher level of protection to the smaller subset of our users that need additional support. And that creates another problem answering/scoring this question accurately. Which</p>	<p>Thank you for your detailed and constructive observations regarding Row 22 of the Requirements document.</p> <p>The Contracting Authority has carefully considered your remarks. As indicated in our formal response to another question submitted during this clarification round, we have amended GPD-T&amp;I-014 and Annex 5 to distinguish explicitly between iOS and Android. Separate award criteria are now included for each platform, acknowledging the technical differences and platform-specific characteristics of blocking software solutions.</p> <p>With regard to the banding structure, we would like to clarify that the criteria are not cumulative in nature. Meeting the description under option 5 does not automatically imply that option 4 is also met. Each band represents a distinct configuration of protection measures. The assessment will therefore focus on the characteristics of the specific solution presented under each platform, as described by the tenderer.</p> <p>In addition, criterion 5 ("Enhanced protection with third-party involvement") may be offered as an optional or advanced configuration, provided that this is clearly described in the tender. Tenderers are free to explain how such a configuration is positioned within their overall service offering (e.g. as a default setting or as an advanced feature for specific users). The evaluation will take into account the clarity and substantiation of the proposed approach.</p> <p>The Contracting Authority also wishes to emphasize that it is fully aware that a completely "waterproof" system is not realistically achievable. As you rightly note, the purchase of a separate low-cost device could in practice circumvent any software-based restriction. The purpose of this award criterion is therefore not to assume absolute technical invulnerability, but to assess the proportional level of protection offered within reasonable technical and market constraints, and the extent to which impulsive removal is discouraged.</p> <p>We appreciate your explanation of the practical and behavioral considerations involved, including the potential impact on user uptake. Tenderers are encouraged to clearly describe these trade-offs in their submission, so that the evaluation committee can assess the proposed solution in its proper context.</p>

		<p>functionality do we answer for? The grading for this question would be radically different depending on which solution we are discussing. Finally, I want to highlight the futility of prioritising block rigorousness in this manner. Even where it was realistically possible for blocking software developers to create a perfect block, one where there was simply no way for the user to remove from their device, and do this on every platform, this would not significantly reduce harm beyond the levels blocking software currently achieves. Even on our weakest platform it takes significant effort for the user to figure out how to remove our block. We've spent years developing our systems specifically for this purpose. Where a user does find a way around the block, they are evidencing a high level of motivation to return to gambling. Any blocking software can be bypassed by simply buying a new device, which can be achieved for less than €100 on refurbishment markets. This is a very low bar for someone in the cohort that has exhibited high levels of motivation to return to gambling, and one that no blocking software could ever prevent. Any user willing to spend a significant amount of time trying to bypass blocking software is highly likely to simply buy a new handset if they can't get round the block. I understand and appreciate that the Ksa team want to prioritise "effectiveness" of the service, and wanting it to work for everyone who uses it. But this question views the difficulty of removing the block in a vacuum, where it places value in a stronger block with no consideration of other factors that would be detrimental to user uptake of support, where it asks for an over-simplified assessment of the strength of the block, such that the answers cannot be useful or informative, and disregards external sociological factors that naturally limit how difficult any blocking software provider can ever make bypassing the restrictions. We will do our best to answer this question. But I hope your team can appreciate the concerns I've highlighted above about the value of any response we can reasonably provide to this, and how this question risks penalising an honest answer in favour of another applicant that is prepared to be more self-serving, ignoring these realities to give only the answers that would result in them receiving the highest score.</p>	<p>We trust that the above clarifies the intention and structure of the amended award criteria.</p>
12	Annex 5 - Requirements document - Row 46	<p>FYI - the Explanation cell in Row 46 is still 'protected' and as such can't be edited.</p>	<p>This has now been modified in the new version of Annex 5 - Requirements document</p>
13	References	<p>Section 5.3 Selection Criteria, Core Competencies of the Descriptive document for the European Public Procurement Procedure for Gambling Stop Functionality, Including Associated Services, for the Netherlands Gambling Authority requires that we provide references for two key areas of experience: 1. Government Security Restricties 2. Data Privacy and GDPR Compliance. The first of these references is easy to provide as we have regulatory agencies that we're confident would be happy to stand as reference for us. The second requirement we're a little unsure of. Could the same regulatory agencies provide reference for this area? Or do you need a third party with specific focus on data protection? If so, could you provide some examples of the types of agencies that you would view as appropriate to provide this reference?</p>	<p>For the second core competence you can, if applicable, use the same reference. It must be a reference where data is stored and processed that complies with the General Data Protection Regulation (GDPR) and other applicable privacy requirements.</p>

14	Trade and Professional Register	Section 5.3.5 Selection Criteria5: Extract from the Trade and Professional Register from the document European Public Procurement Procedure for Gambling Stop Functionality, Including Associated Services, for the Netherlands Gambling Authority requires that we provide Registration in the Trade and Professional Register. Can you provide a link to the specific register that you want us to be registered with? Are you simply looking for evidence of our registration with the appropriate charity regulator in the UK? Or are you looking for registration with associated trade associations like the Royal Society for Public Health?	The Tenderer must be duly enrolled in trade registers kept in the Member State of its establishment as described in Annex XI of Directive 2014/24/EU. Economic operators from certain Member States may have to comply with other requirements set out in that Annex.
15	Annex 7 - Price form	I understand there is a minimum tender bid for the full 7 year contract (assuming 2x 2 year extensions). Can you confirm whether my current interpretation is correct?	There is no minimum tender bid. A Tender Price lower than 350.000 Euro for 7 years, will also be awarded with 25 points.
16	Annex 7 - Price Form, tab Explanation of Pricing Structure.	This query relates to Annex 7 - Price Form, tab Explanation of Pricing Structure. Can your team provide an example of how this should look when completed? My understanding of it is that columns B and C relate to the number of users, but these columns are formatted as currency (€). Column D - is this meant to be the price for 30,000 licenses? Or the price per license?	In the tab - Explanation of Pricing Structure we want to see the information of you pricing structure, especially the price of a license in the different tiers you present. So in column D we expect to see the price per license in the applicable tier.
17		Existing Product versus Newly Developed Functionality Reference: Section 2.4 (Objective, scope and priorities) and Section 2.4.1 (Objectives and Ambitions). The Descriptive Document refers to the provision of blocking software as a SaaS solution and emphasizes reliability, continuity and future-proofing. Could the Contracting Authority clarify whether it expects the offered solution to be an already existing, fully operational product/platform at the time of contract award, or whether (partial) newly developed functionality within the scope of this procurement is acceptable?	Contracting Authority expects an already existing, fully operational product/platform at the time of contract award. See also paragraph 5.1 of the descriptive document where we expect a demonstration of full operational software: "The Gambling Authority expects at least to be taken through a full day of the product's functionality, covering both the front-end and back-end operations. This demonstration should provide insight into the full workflow and internal processes."
18		The Descriptive Document describes a hybrid collaboration model in which the supplier is responsible for the technical aspects of the product (maintenance, new features, quality). Could the Contracting Authority clarify how it interprets the term "SaaS" in the context of this procurement? Specifically: Does "SaaS" refer solely to the service delivery and exploitation model (cloud-based solution with continuous updates and vendor-managed operations), or is it also expected that the solution forms part of a broader, established product strategy with multiple customers and ongoing market-driven development?	It is expected that the solution forms part of a broader, established product strategy with multiple customers and ongoing market-driven development.