

Descriptive document for the European Public Procurement Procedure for Gambling Stop Functionality, Including Associated Services, for the Netherlands Gambling Authority

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Inhoud

1.	Definitions	4
2.	Background and objective of the procurement	5
2.1.	Introduction	5
2.2.	What we do	5
2.3.	A shifting policy focus	6
2.4.	Objective, scope and priorities	6
2.4.1	Objectives and Ambitions	7
2.4.2	Key Figures	8
2.4.3	Market consultation	9
3.	The Agreement	10
3.1.	Agreement	10
3.2.	Data Processing Agreement (DPA)	10
4.	Procurement Procedure Timeline	11
4.1.1	Planning	11
4.1.2	Clarifications	11
4.1.3	Tender	12
4.1.4	Evaluation	12
4.1.5	Clarification	13
4.1.6	Award Decision	13
5.	Exclusion Grounds and Selection Criteria	13
5.1.	Supporting evidence	13
5.2.	Exclusion Grounds and Selection Criteria	14
5.3.	Selection Criteria	14
5.3.1	Selection Criterion 1: Financial and Economic Capacity	14
5.3.2	Selection Criterion 2: Insurance	15
5.3.3	Selection Criterion 3: Technical Competence	15
5.3.4	Selection Criterion 4: Certificates	16
5.3.5	Selection Criterion 5: Extract from the Trade and Professional Register	17
5.3.6	Selection Criterion 6: Dutch or English language	17
5.3.7	Selection Criterion 7: Absence of a Russian Tenderer, Third Party or Subcontractor	17
6.	General Procurement Conditions	19
6.1.	Procurement Conditions	19
6.1.1	Acceptance of all Terms and Conditions	19
6.1.2	Continued Compliance	19
6.1.3	General Terms and Conditions	19
6.1.4	Inconsistencies, Deficiencies, and/or Objections	19
6.1.5	Dutch or English Language	19
6.1.6	Tender Costs	19
6.1.7	Interim Termination of the Procurement Procedure	20
6.1.8	Market-Conform and Non-Manipulative Tender	20
6.1.9	Subcontracting / Third Parties	20
6.1.10	Inside Information and Conflict of Interest	20
6.1.11	Complaints Procedure	20
7.	Tender awarding phase	21
7.1.	Award Criteria	21
7.1.1	Most Economically Advantageous Tender (MEAT)	21
7.1.2	Award Criterion Quality: Quality of the Solution	21
7.1.3	Award Criterion: Price	22
7.2.	Method of submission	23
7.2.1	Submission of the Tender	23
7.2.2	Invalid Tender	23
	Annexes	24
	Annex 1: Tender Form	24
	Annex 2: Consortia and Subcontractors	25
	Annex 3: Core Competencies	28
	ANNEX 4 – Declaration pursuant to EU Regulation 2022/576	28
	ANNEX 5 – Requirements Specification	28

ANNEX 6 – Arbit 2022 and Draft Agreement 28
Annex 7 – Price form 28
Annex 8 – Tender checklist 29

1. Definitions

For the purposes of this Descriptive document and the other procurement documents, the following terms shall have the meanings assigned to them below:

Term	Definition
Agreement	The document (including all associated documents) in which the rights and obligations of the Client and the Contractor with respect to the performance of the Services are laid down.
Award Phase	The part of this European procurement procedure, in which the Tender is evaluated.
Contract	The Agreement that is the subject of this procurement, as described in the this document.
Contracting Authority	The Netherlands Gambling Authority (Ksa).
Contractor	The Tenderer to whom the Client has awarded the Contract for the provision of the Services.
Descriptive document	This document setting out in further detail the procurement procedure and all annexes thereto, including the Notes of Information relating thereto..
Evaluation Committee	The experts appointed by the Contracting Authority who are involved in the evaluation of the received Tenders.
Note of Information	A document serving as a supplement to or amendment of this Descriptive document, in which the questions submitted by candidates are answered. The issued Note(s) of Information form(s) an integral part of this Descriptive document.
Requirements Specification	The document in which the Contract and the performance to be delivered by the Contractor are described, and which includes the minimum requirements and the award criteria (on which scores can be obtained in the award phase) that the Contractor must meet when performing the Contract.
Specification of Requirements	See "Requirements Specification".
Tender	The offer submitted by the Tenderer for the performance of the Services during this procurement procedure.
Tenderer	The natural or legal person who, whether or not as part of a Consortium, has submitted a Tender.

2. Background and objective of the procurement

2.1. Introduction

Gambling is a form of entertainment in which people can lose themselves. That is why the Netherlands Gambling Authority (hereinafter: Gambling Authority) wants to ensure that people who do wish to gamble, can do so in a safe and reliable way – whether on a website, through an app, in a casino, or in a gaming hall.

Our mission is: Safe Play. Every day, our employees are committed to this goal: overseeing fair and reliable gambling, ensuring that providers are transparent and comply with the rules, and safeguarding players.

We strive for a world in which gambling is reliable and providers are transparent. Players are protected. Games are fair, and the odds of winning are clear. There are no gambling addicts and no illegal practices.

Gambling Regulator

The Gambling Authority is the regulator of the gambling market. We are an independent administrative body and implement Dutch gambling policy on behalf of the State Secretary for Legal Protection. In doing so, we act independently. Our responsibilities are laid down in the Netherlands Betting and Gaming Act^[1].

^[1] *Wet op de kansspelen - wetten.nl - Regeling - Wet op de kansspelen - BWBR0002469*).

2.2. What we do

The Gambling Authority's strategy is built around three key objectives:

1. Protecting and informing consumers

We ensure that players can gamble safely with licensed operators. We do this by providing clear information to the public about games of chance and by pointing people toward the different forms of help that are available. In addition, we monitor operators' compliance with the rules and intervene where necessary.

2. Preventing gambling addiction

We monitor compliance with operators' duty-of-care obligations and take firm action when necessary. We also communicate our expectations and engage with operators to develop better solutions. The Gambling Authority supports people in helping themselves through gambling-stop tools and various self-help modules. We inform the public about the risks of gambling and help guide problem players to appropriate support.

A key part of this effort is the self-exclusion register *Gokstop*. By registering in *Gokstop*, individuals exclude themselves for at least six months from gambling with licensed operators of gambling halls, casinos and gambling site in the Netherlands. These providers are legally required to check the *Gokstop*-list before granting players access to their games. In addition to voluntary registration, involuntary registration is also possible: a stakeholder, such as a partner, family member, or gambling operator, may submit a request to the Gambling Authority. Following a careful assessment procedure, the Gambling Authority determines whether the request should be granted.

3. Combating illegality and crime

We take strong action against illegal online gambling. We aim to make illegal websites quickly inaccessible to players by blocking them. Together with the Public Prosecution Service, municipalities, and the police, we combat illegal land-based gambling. Furthermore, we prevent criminals from laundering money through licensed operators by ensuring proper compliance with the Anti-Money Laundering and Counter-Terrorist Financing Act (*Wwft – Wet ter voorkoming van witwassen en Financiering terrorisme*).

2.3. A shifting policy focus

In early 2025, the Dutch government presented a new vision for gambling policy, placing stronger emphasis on the protection of players against gambling-related harm.^[1] Where previously the focus used to be mainly on addiction prevention and players' and providers' own responsibility, the approach is now broadening to the wider (public health) risks and harms of gambling and the role government must play in that.

For the Gambling Authority, this means that player protection is more than ever at the heart of our mission. This has led to the creation of *OpenOverGokken*^[2], a new platform aimed at informing consumers about the risks of gambling, how the industry operates, and where consumers can find help.

In addition, a small-scale pilot project is currently being conducted through our consumer helpline, providing people - alongside the self-exclusion register (Gokstop) - with blocking software which blocks access to illegal operators. The pilot runs until June 2026. Our midway evaluation of the pilot shows predominantly positive results: a large proportion of participants reported to experience less emotional and financial stress and a reduced urge to gamble.

These findings have convinced the Gambling Authority of the importance of a structural deployment of blocking software; making sure consumers are aware of it and have access to it. This need has become even more urgent as the illegal gambling market has been growing in recent months. In the first half of this year, for the first time since the legalization of online gambling in the Netherlands in 2021, more money was gambled illegally than legally. The Gambling Authority estimates the size of the illegal market at approximately €617 million, compared to €600 million for the legal market^[3]. Therefore, we are now taking steps to implement this initiative on a more structural basis to better protect consumers from illegal gambling websites.

^[1] [Kamerbrief over visie op kansspelen en beleidsreactie op de evaluatie van de Wet koa | Kamerstuk | Rijksoverheid.nl](#)

[Wij zijn open over gokken](#)

^[3] [Monitoringsrapportage najaar 2025: kentering in de marktontwikkeling, zorgen over aandeel illegaal - Kansspelautoriteit](#)

2.4. Objective, scope and priorities

Objective

Our aim is to provide gambling blocking software to consumers in an accessible and user-friendly way – free of charge – so that there are as few (financial) barriers as possible. The software should also be easy to find and use, with no technical obstacles, enabling people to better protect themselves against (potential) problematic gambling behaviour.

The software complements a wide range of existing tools and interventions, such as Gokstop (self-exclusion from licensed gambling operators), 24/7 helplines, and self-tests.

The primary target groups are individuals who register in the Gokstop register, those showing signs of problematic gambling behavior, and young adults aged 18–24.

The ultimate objective is to lower the (financial) barriers as much as possible for individuals who require blocking software, thereby ensuring they are able to install and use it effectively. This is expected to benefit several tens of thousands of people (with approximately 100,000 individuals currently registered in Gokstop and an estimated 180,000 people in the Netherlands classified as 'high-risk gamblers' according to the PGSI screening method^[4]).

The Gambling Authority intends to facilitate/finance the provision of this software on a multi-year basis, but in a flexible construction that allows market developments (both in the gambling market and in the blocking software market) to be closely monitored and adjusted to.

Role definition

The Gambling Authority has a strong preference for a hybrid collaboration model. In this scenario, the Gambling Authority offers the blocking software via the *Gokstop* website (and possibly through the *OpenOverGokken* website), offering consumers to both self-exclude from land-based and online licensed operators and to install blocking software. Communication and marketing surrounding this offering also remain the responsibility of the Gambling Authority. The supplier of the blocking software will be responsible for the technical aspects of the product (maintenance, new features, quality) and for responding to user inquiries regarding the software – in short Software as a Service (SaaS).

Technology and Integration

For the technical setup, we have three priorities:

1. **Security and Privacy**

The software must meet the highest standards for security and data minimization, with full compliance with GDPR. Only strictly necessary data shall be processed, and users must at all times have confidence in the safety of their data and to be able exercise their rights as stipulated in the GDPR.

2. **Continuity and Reliability**

The blocking software must be reliable and available 24/7. Also, the software must handle updates robustly, ensuring that technical changes do not negatively impact ease of use or stability.

3. **Future-proofing and Flexibility**

The software must be able to adapt to technological developments (such as changing browsers, new operating systems, or gambling platforms) as well as to policy changes. In addition, we expect the product to be scalable, so that it can grow in line with increasing numbers of users and new functionality.

For further details, we refer to the Requirements Specification.

User-friendliness and Accessibility

Consumers should experience as few barriers as possible in order to gain access to, install and use the blocking software. We envisage that after or while registering for the self-exclusion register Gokstop, users can, with just a few clicks, also register for the blocking software. At the same time, access to the software, for instance using a unique code provided by a helpline counselor, should also be easily available separate from the Gokstop registering process.

[\[1\] Deelname aan kansspelen in Nederland - meting 2024](#)

2.4.1 Objectives and Ambitions

The Gambling Authority aims to contract the highest-quality provider through this procurement, under the best possible terms and costs. The procurement and the resulting agreement will be considered successful when a single contractor has been engaged that achieves the following objectives:

Objective 1: Consumer Protection and Accessibility

Provide gambling blocking software that is easy to find, install, and use, with minimal financial or technical barriers. The software complements existing tools such as the Gokstop self-exclusion register, 24/7 helplines, and self-tests, enabling individuals to better protect themselves from potential problematic gambling behavior.

Objective 2: Reliable, Secure, and Future-Proof Technology

Deliver a robust and scalable Software-as-a-Service (SaaS) solution that operates reliably across multiple devices

and platforms. The software must maintain high standards for security and privacy in full compliance with GDPR, ensure continuity of service 24/7, and remain adaptable to future technological and policy developments.

Objective 3: User-Friendliness and Integration

Ensure the software is intuitive and accessible, allowing users to register and activate blocking features with minimal effort, either alongside the Gokstop registration or via alternative access channels. The solution should also address and mitigate potential user attempts to bypass blocking functionality, ensuring effective protection against gambling risks.

Objective 4: Targeted Support for High-Risk Groups

Focus on key target groups, including Gokstop registrants, individuals showing signs of gambling problems, and young adults aged 18–24. Special attention is given to inclusivity, with multilingual availability to cater to diverse populations, ensuring the software meets the needs of those most at risk.

2.4.2 Key Figures

Key figures Gokstop-register 2023 en 2024

In order to provide some context for the likely amount of people also opting for blocking software when registering for the self-exclusion register, please find below key data from Gokstop/CRUKS for the years 2023 and 2024. Based on this data, a yearly uptake of some 30.000 people opting for blocking software seems plausible, but in reality this figure may be tens of thousands lower or higher.

2023

- The total number of people registered in Gokstop increased from 30,726 to 60,902, a net growth of around 30,000.
- In total, there were approximately 76,000 new registrations in 2023.
- Around 20,000 registrations expired automatically, and 26,000 were actively ended by players.
- This means there were roughly 76,000 registrations and 46,000 deregistrations during 2023.

2024

- The total number of people who took a gambling stop (“gokstop”) was 98,000.
- Of these, 32,000 gambling stops ended automatically.
- The number of Cruks registrations continued to grow steadily, by an average of 509 per week, reaching 87,345 registrations by January 2025.
- Of the 61,000 registrations on 1 January 2024, only 16,000 were still active in March 2025 – meaning that most registrations are short-term.
- 56% of Cruks registrations have been active for less than six months.
- Age distribution: half of those in Cruks are younger than 32, and half are older.
 - 16% are young adults aged 18–23, which is lower than their share of gambling accounts (22%), but higher than their share in the general adult population (9.4%).

This information is also reflected in our monitoring report, which we publish twice a year.^[1]

^[1] [Ons onderzoek - Kansspelautoriteit](#)

2.4.3 Market consultation

In 2025, a market consultation was conducted in preparation for this procurement. This market consultation was published on TenderNed under the title *Market Consultation Gambling Blocking Software* (TN 551538) [Market Consultation Gambling Blocking Software](#).

All questions raised by the Gambling authority, as well as questions and responses provided by the market parties, were published transparently via TenderNed, ensuring equal access to information for all interested parties.

Participation in the market consultation did not provide any advantage or disadvantage in this procurement procedure. Parties that did not participate in the market consultation are in no way disadvantaged by their non-participation.

3. The Agreement

3.1. Agreement

The Gambling Authority intends to enter into a single agreement with one Contractor. The Agreement shall have an initial term of three (3) years and may, at the sole discretion of the Gambling Authority, be extended twice for a period of two (2) years each. The total maximum term of the Agreement shall therefore be seven (7) years.

The ARBIT 2022 ICT Procurement Conditions shall apply to the Agreement (Annex 6a). Tenderers are referred to the Draft Agreement included as Annex 6b.

3.2. Data Processing Agreement (DPA)

Given the nature of the Services, the Gambling Authority has assessed whether the Contractor qualifies as a processor within the meaning of the General Data Protection Regulation (GDPR) in relation to the Gambling Authority. Based on this assessment, the Gambling Authority currently assumes that the conclusion of a data processing agreement between the Gambling Authority and the Contractor will *not* be required.

This is because the processing of personal data takes place in the relationship between the Contractor and the subscriber, and the Gambling Authority is not a party to, nor involved in, such processing activities. There will also be no joint controllership within the meaning of Article 26 of the GDPR.

Nevertheless, requirements relating to the protection of personal data are included in the Specification of Requirements and in the Agreement, insofar as relevant to the performance of the Services.

4. Procurement Procedure Timeline

In order to give interested suppliers as clear an understanding as possible of the nature, scope, and extent of the Assignment, the Ksa has included a detailed description of the Assignment in this document.

4.1.1 Planning

The schedule for this Tender is as follows:

Issuing the invitation to Tender	06 February 2026
Deadline for Submitting Questions – First Round	23 February 2026 (17:00 uur)
Provision of the First Round Clarification Note	05 March 2026
Deadline for Submitting Questions – Second Round	12 March 2026 (17:00 uur)
Provision of the Second Round Clarification Note	16 March 2026
Submission of the Final Tender	27 March (17:00)
Notification of the Provisional Award Decision	02 April 2026
End of the Standstill Period	23 April 2026
Final Award / Contract Start Date	19 May 2026

No rights can be derived from this schedule. The Contracting Authority reserves the right to modify the schedule.

4.1.2 Clarifications

The Descriptive document has been prepared with due care. The Contracting Authority expects Tenderers to conduct their own research regarding other relevant circumstances and information concerning the Assignment. A Tenderer may request clarifications regarding this procurement in the manner described below. Questions about this procurement may be submitted at any time up to the deadline indicated in the schedule in paragraph 4.1.1, via TenderNed, under 'Questions and Answers'.

The Contracting Authority will respond to these questions as soon as possible, but no later than the deadline for responses specified in paragraph 4.1.1, through TenderNed. Questions must be clearly and precisely formulated and include a reference to the part of the Descriptive document and procurement documents (annexes) to which the question relates. Responses will be provided by the Contracting Authority through TenderNed.

The questions submitted via TenderNed and the corresponding answers will, after the closure of the clarification period, be recorded by the Contracting Authority in the Clarification Note. This note will be published on TenderNed. Communication shall take place exclusively via TenderNed. Tenderers are not permitted to establish contacts or submit questions by any other means in the context of this procurement procedure. Violation of these communication rules may lead to exclusion from the procurement.

General Clarifications

Anonymized questions from Tenderers and the corresponding answers will be published on TenderNed. The general Clarification Note forms part of the Descriptive document. In the event of a conflict, the general Clarification Note shall prevail over previously issued procurement documents.

Individual Clarifications

A Tenderer may submit a reasoned request to the Contracting Authority to exclude a specific question and its answer from the general Clarification Note if the question and/or answer is considered commercially confidential. If this request is granted, the Contracting Authority will provide the question and answer as an individual clarification to the relevant Tenderer. If the request is not granted, the Tenderer will be given the opportunity to withdraw the question or to have it answered in the general Clarification Note.

4.1.3 Tender

Submission of a Tender shall be carried out digitally via TenderNed. The Tender must be submitted no later than the date and time specified in the schedule in paragraph 4.1.1 (i.e. **before 27 March 17:00 PM**), with the TenderNed system clock being decisive. At that time, the submission period will close and the digital safe in TenderNed will be locked. The specified date and time shall constitute the final deadline for receipt of Tenders.

In the event that TenderNed is inaccessible at the final submission deadline due to a malfunction of TenderNed or a power outage, this shall constitute a force majeure situation. In such cases, the Contracting Authority may, depending on the circumstances and consequences, extend the final deadline for receipt of Tenders. The revised final deadline for receipt of Tenders will be announced via TenderNed under 'Rectification'.

4.1.4 Evaluation

The evaluation process in this Tender consists of the following steps:

- Checking the Tender for correctness and completeness;
- Checking the Exclusion Grounds and Selection criteria
- Assessing the qualitative aspects of the Tender;
- Assessing the Tender Price associated with the Tender;
- Determining the most economically advantageous Tender based on the best price-quality ratio and the ranking of the (other) Tenders.

Chapters 5, 6 en 7. provide further details on the requirements the Tender must meet and the way the best price-quality ratio will be evaluated.

If two or more Tenderers achieve the same total score for first place (winner) in the established ranking, the highest score obtained by the Tenderers on Award Criterion Quality will be decisive in determining which Tenderer ranks highest. If a tie still remains, the lowest Tender Price will determine the ranking. If a tie persists after this, a lottery will be used to establish the ranking.

The Evaluation Committee is composed of experts in the following areas:

- Project Management
- Senior Advisor
- Product Owner
- Procurement

4.1.5 Clarification

The Contracting Authority / the Evaluation Committee always reserves the right to request clarifications from Tenderers regarding information provided by the Tenderer and to verify the information submitted. Such clarifications shall not result in any addition to material modification of the substantive aspects of the Tender.

4.1.6 Award Decision

After evaluating the Tenders, the Contracting Authority will simultaneously notify all Tenderers in writing in the provisional Award Decision which Tenderer has submitted the most economically advantageous Tender and to whom the Contract is intended to be awarded. The provisional Award Decision will be communicated to Tenderers via TenderNed. The provisional Award Decision will include reasoning and, for each Tenderer, an evaluation of their Tender.

If a Tenderer has objections to the provisional Award Decision, they must initiate civil summary proceedings with the competent court in The Hague within 20 calendar days (pursuant to Article 2.127 of the Dutch Public Procurement Act 2012) from the date of the provisional Award Decision.

If a Tenderer does not initiate summary proceedings within the aforementioned period, that Tenderer shall have forfeited any right to bring claims in relation to the Award Decision. In such a case, the Contracting Authority is free to proceed with the implementation of the decision.

If, within the standstill period, summary proceedings are initiated by service of a writ of summons, the Contracting Authority will not enter into the Contract until a judgment has been rendered in the proceedings.

The Tender submitted by the Tenderer shall remain valid for a minimum period of three (3) months from the final date and time for receipt of Tenders. In the event that interim relief proceedings are initiated before the competent court in The Hague against the notification of the award decision, Tenderers shall in any event keep their Tender valid until four (4) weeks after the first-instance decision of the interim relief judge has been rendered.

5. Exclusion Grounds and Selection Criteria

5.1. Supporting evidence

The submission of a Tender constitutes the offer made by the tenderer. Acceptance of the Tender by the Contracting Authority results in the formation of a Contract. Therefore, the Contracting Authority must be able to rely on the fact that the tenderer fully stands behind its Tender and can deliver what it has offered.

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.

Before awarding the Contract, the Contracting Authority will request the tenderer with the most economically advantageous Tender to provide any supporting evidence substantiating the declarations made. Such supporting evidence must be submitted to the Contracting Authority within seven (7) calendar days after request.

A Tender will be declared invalid, except for opportunities to clarify or supplement manifest omissions, if:

- The supporting evidence does not correspond to the declarations made in the documents.

- Not all requested documents are submitted (except for the possibilities offered by manifest omissions for clarification).
- The submitted documents do not sufficiently demonstrate that the person signing the submission is authorized to do so.
- The forms are deviated from or altered.
- The Tender is not unconditional.

After the (provisional) award of the Contract, the Contracting Authority may verify whether the tenderer actually meets the (must have) Requirements. If it appears that this is not (fully) the case, the tenderer will be excluded, and a new assessment and award will take place based on the award criteria.

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. For instance, the Contractor should explain:

- The subscriber registration and deregistration process;
- How and where personal data is stored and managed;
- The workflow for keeping links up to date and where such information is stored;
- Any other relevant operational processes that illustrate how the product functions in practice;
- The must haves and (if honoured) should haves and could haves in the Requirements Specification. For example: GPD-G-004, GPD-T&I-007/013/014/015/016, GPD-ACC-018/019/020/021/022, GPD-S&P-024, GPD-ADD-033/034/035.

The purpose of this demonstration is a verification of your Tender and to ensure the Gambling Authority gains a thorough understanding of the system's operation, data handling, and maintenance procedures. The demo shall not result in any material modification of your Tender.

5.2. Exclusion Grounds and Selection Criteria

With regard to the exclusion grounds and Selection criteria, the tenderer must duly complete, legally sign, and submit the European Single Procurement Document (ESPD) separately attached to this Descriptive Document. The Contracting Authority will request the corresponding official documents after the award.

Submission/Upload:

- Fully completed and legally signed European Single Procurement Document (ESPD).

5.3. Selection Criteria

In addition to the requirements set out in the previous paragraph, the Contracting Authority imposes further requirements regarding the eligibility of tenderers to execute the Contract. By submitting a tender, the tenderer confirms that it meets the specified Selection Criteria.

With respect to the Selection Criteria, the following is required:

5.3.1 Selection Criterion 1: Financial and Economic Capacity

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 **two** financial years, 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 **two** financial years

The Tenderer must provide this evidence to the Contracting Authority within seven (7) calendar days after the provisional award notification has been sent.

5.3.2 Selection Criterion 2: Insurance

The Tenderer must, under penalty of exclusion from the procurement procedure, hold a liability insurance in accordance with Article 29 of the ARBIT 2022 (Annex 6a), with a minimum coverage of €500,000 per claim and at least €1,000,000 per contract year or part thereof during which the Agreement resulting from this procurement procedure is in effect. This insurance must be in place at the date of Tender submission and remain valid throughout the entire duration of the Agreement.

In the case of a consortium submitting a Tender, the insurance must be taken out either by the consortium as a whole or by each individual member of the consortium.

Evidence:

To demonstrate compliance with this requirement at the time of Tender submission, the Tenderer shall submit the European Single Procurement Document (ESPD) (Part IV, section a ticked).

For the Tenderer to whom the Contracting Authority intends to award the Agreement, the evidence of insurance coverage will be requested in the provisional award notification. This evidence may consist of, for example, a copy of the insurance policy or a statement from the insurance company. The Tenderer must provide this evidence to the Contracting Authority within seven (7) calendar days after the provisional award notification has been sent.

5.3.3 Selection Criterion 3: Technical Competence

Core Competencies

The tenderer must demonstrate that it possesses sufficient knowledge and experience to execute the Contract through core competencies. Core competencies can be substantiated by references. These references must relate to services completed within the last three years, counted from the date of submission of the Tender. References that are not yet completed must have a minimum duration of six months.

For each reference, the tenderer must indicate in what capacity the work was performed: as the main contractor or as a subcontractor (see the relevant form in the annex 3).

The tenderer must possess the following core competencies. One reference must be provided per core competency. A single reference can be used to demonstrate multiple core competencies (thus, a minimum of 1 and a maximum of 2 references must be submitted).

Core competency		What Must Be Evident from the Reference
1	Government security restricties	From your reference, it appears that you have experience with collaboration with a organization with

		high privacy requirements for example government of organizations for prevention of addiction to reduce gambling harm
2	Data privacy and GDPR compliance	From your reference, it is evident that you have implemented solutions that comply with the General Data Protection Regulation (GDPR) and other applicable privacy requirements, including secure storage and processing of personal data.

For consortia, the core competencies must be collectively met by the participating companies (indicating which company is responsible for which activities), meaning that together all companies have experience with all aspects of the Contract. See the relevant annex 2 for further details, including guidelines regarding the use of subcontractors.

The references provided by the Tenderer may be verified by the Contracting Authority. The Contracting Authority requires that the contact person listed can be approached directly, without the involvement of the Tenderer. The Contracting Authority reserves the right to visit the relevant reference site.

Submission/upload:

- Fully completed and legally signed Core Competency Form(s) (See Annex 3).

5.3.4 Selection Criterion 4: Certificates

The Tenderer holds **at least before 1st of june 2026** a valid NEN-EN-ISO/IEC 27001:2017+A11:2020 (of newer), demonstrating that the Tenderer has ensured the following within its services: adequate protection of high-risk personal data, including a Statement of Applicability relevant to the services under this Contract.

Compliance with the information security requirements shall be demonstrated (upon contract award) by:

- submission of the most recent audit report or a copy of the certificate(s) for **NEN-EN-ISO/IEC 27001:2017+A11:2020** (or a more recent version), issued by a certification body accredited by the **Accreditation Council (in Dutch: Raad van Accreditatie) or by an accreditation body that is a signatory to the IAF MLA / EA MLA**, including a **Statement of Applicability** covering the scope of the assignment under this procurement procedure;
- where the Tenderer applies an equivalent alternative to **EN-ISO/IEC 27001:2017+A11:2020** (or a more recent version), demonstration of equivalence by submitting a description of the information security management system that is equivalent to or exceeds **EN-ISO/IEC 27001:2017+A11:2020** (or a more recent version), showing that the Tenderer has implemented measures to ensure information security within the services offered, including periodic (at least annual) independent expert audits of compliance with the information security procedures.

The Tenderer shall submit a statement from the independent expert confirming and substantiating the equivalence, including a **Statement of Applicability** covering the scope of the assignment under this procurement procedure.

Where a tender is submitted by a **consortium (joint venture)** or involves **subcontractors**, each participant in the consortium or each subcontractor shall, for its respective part of the assignment, provide the information security evidence required for this procurement procedure.

The Tenderer must provide this evidence to the Contracting Authority within seven (7) calendar days after the provisional award notification has been sent. **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.

5.3.5 Selection Criterion 5: Extract from the Trade and Professional Register

Upon submission of the Tender, the Tenderer shall provide (a copy of) proof of registration in the Trade and Professional Register. This document may not be older than six (6) months, calculated from the closing date for the receipt of Tenders.

The registration in the Trade Register must demonstrate the authority to sign on behalf of the Tenderer of the person who has signed the Tender. Where necessary, this must be supported by the inclusion of a power of attorney with the Tender. In addition, upon award, a copy of the identity document of the person who signed the Tender must be presented. Where a power of attorney is provided, identity documents of both the grantor and the authorised representative must be presented.

The following document shall be submitted:

- Registration in the Trade and Professional Register (PDF file)

If the documents submitted with the Tender do not sufficiently demonstrate that the person signing the Tender is authorised to do so, the Tenderer will be excluded from further participation, without prejudice to the possibility to request clarification or supplementation in the event of an obvious omission.

5.3.6 Selection Criterion 6: Dutch or English language

The working language during this procurement procedure and the performance of the Contract shall be Dutch or English. In addition, the helpdesk system must support a user interface in both the Dutch and English languages.

By submitting a Tender, the Tenderer declares that it complies with the requirement.

5.3.7 Selection Criterion 7: Absence of a Russian Tenderer, Third Party or Subcontractor

The Contracting Authority seeks to prevent, through the award of the Contract and/or through payments, any (direct or indirect) contribution to the (financing of the) war in Ukraine. In this context, the Contracting Authority will not enter into an Agreement with a Tenderer that falls under the so-called European Union sanctions packages. This also includes any consortium or joint venture in which one or more participating economic operators fall under the EU sanctions packages; in such cases, the entire consortium or joint venture will be excluded from the procurement procedure.

Furthermore, a Tenderer involving one or more Russian economic operators as a Third Party and/or Subcontractor for more than 10% of the value of the Contract shall not be eligible to be awarded the Contract and will be excluded from participation. In addition, even where the share is below this threshold, the Contracting Authority will not grant permission to a Tenderer/Contractor to engage a Subcontractor that falls under the EU sanctions packages.

The Tenderer shall submit a declaration demonstrating that there is no Russian involvement in the performance of the Agreement that exceeds the thresholds set out in Article 5 duodecies of EU Regulation (EU) No 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine, as amended by Regulation (EU) 2022/578 of 8 April 2022. The Contracting Authority may additionally request further supporting evidence, for example regarding ownership structures and additional information concerning Third Parties and Subcontractors. The Tenderer shall fully cooperate with such requests, failing which exclusion from the procurement procedure may follow.

The following document shall be submitted:

- legally signed declaration pursuant to EU Regulation 2022/576, see Annex 4.

6. General Procurement Conditions

6.1. Procurement Conditions

6.1.1 Acceptance of all Terms and Conditions

By submitting a Tender, the Tenderer agrees to all terms, requirements, and conditions set out in this Descriptive document and the accompanying documents.

6.1.2 Continued Compliance

If, at any time during the procurement procedure, it appears that a Tenderer and/or a Consortium member or a third party whose financial and economic capacity and/or technical ability the Tenderer has relied upon no longer meets the exclusion grounds or suitability requirements, the Contracting Authority may (still) exclude that Tenderer from further participation in the procurement procedure.

If any circumstances regarding the exclusion grounds, suitability requirements, or Selection criteria change or have changed compared to the circumstances at the time of submission of the Tender, the Tenderer must immediately notify the Contracting Authority.

6.1.3 General Terms and Conditions

For this Contract, the Contracting Authority declares the ARBIT 2022 conditions applicable. The Tenderer's delivery, payment, and other (general) terms and conditions are expressly rejected.

6.1.4 Inconsistencies, Deficiencies, and/or Objections

The Descriptive document, including the accompanying annexes, have been prepared with due care. Should Tenderer nevertheless encounter inconsistencies and/or deficiencies, they must notify the Contracting Authority as soon as possible, and in any event before the deadline for submitting questions, providing proposed corrections and any supporting justification. Any objections to (parts of) the Descriptive document must likewise be communicated to the Contracting Authority as soon as possible, and in any event before the deadline for submitting questions.

If it later appears that there are deficiencies, inconsistencies, and/or defects in the Descriptive document which were not reported by the Tenderer, the Contracting Authority cannot be held liable.

A proactive attitude is expected from the Tenderer. This means that the Tenderer cannot validly rely on deficiencies or inconsistencies that were not raised within the above-mentioned period, even though it was reasonably possible to do so. In such cases, the Tenderer shall be deemed to have forfeited any rights with respect to these deficiencies or inconsistencies.

6.1.5 Dutch or English Language

This Tender will be executed in the Dutch or English language.

6.1.6 Tender Costs

The Contracting Authority shall not reimburse any costs associated with this Tender.

6.1.7 Interim Termination of the Procurement Procedure

The Contracting Authority reserves the right to terminate the procurement procedure, in whole or in part, either temporarily or definitively. In the event of (interim) termination of the procedure, interested suppliers/ Tenderers will be notified as soon as possible. Even in such cases, Tenderers shall have no entitlement to any compensation.

6.1.8 Market-Conform and Non-Manipulative Tender

The Tenderer shall apply market-conform prices. Submission of a manipulative Tender, meaning a Tender that demonstrably undermines the scoring mechanism or abuses the evaluation mechanism, may result in the Tender being set aside and the Tenderer being excluded from further participation in the procurement procedure.

6.1.9 Subcontracting / Third Parties

The Contractor is permitted to engage subcontractors/third parties for the performance of the Contract, provided that the Contracting Authority (Ksa) has granted express prior written consent. Third parties upon whose capacities the Contractor has relied in the context of this procurement must actually be engaged for the relevant tasks during the execution of the Contract, unless Ksa expressly agrees in writing in advance to any necessary substitution of the subcontractor.

The Contractor shall remain at all times fully responsible for the proper and complete performance and fulfillment of the Contract accepted by them and all obligations arising from the Contract. In the absence thereof, the Contractor shall be fully liable, including for any deficiencies of their subcontractor(s). Any invoicing of work performed by subcontractors shall be carried out by or through the Contractor.

6.1.10 Inside Information and Conflict of Interest

If there is (or has been) involvement in the preparation of the Contract, it shall be presumed that inside information and/or a conflict of interest exists. Involvement in

pilots with Gambling Blocking software with participation of the Dutch Government will not be assumed as inside information and/or a conflict of interest. The Tenderer has given relevant information as much as possible to secure a level playing field.

The Contracting Authority shall provide the participant with an opportunity to refute the presumption to the satisfaction of the Contracting Authority and to demonstrate that fair competition is not compromised by the (prior) involvement. A participant may be excluded from further participation in the procurement procedure if the presumption referred to in the above paragraphs is not successfully rebutted.

6.1.11 Complaints Procedure

In accordance with the advisory "Handling of Complaints in Public Procurement," the Contracting Authority has established a Complaints Point. Complaints may relate to non-compliance with legal provisions or breaches of general principles of public procurement. A complaint must be submitted in writing. The complainant must clearly and substantively indicate which aspect of the procurement procedure the complaint concerns and how, in their view, the issue could be remedied. Furthermore, the complaint must include the date, the name and address of the Tenderer, and the Tender number and description of the procurement.

Complaints will be handled by competent officials who are not and will not be involved in the present procurement procedure. A complaint will be addressed as soon as possible. Complaints as described above can be submitted to: info@kansspelautoriteit.nl

7. Tender awarding phase

7.1. Award Criteria

7.1.1 Most Economically Advantageous Tender (MEAT)

The Contract will be awarded to the Tenderer submitting the most economically advantageous tender (MEAT) based on the Best Price-Quality Ratio (BPQR), provided that the Tenderer has submitted a valid Tender and is not subject to exclusion.

In order to determine the most economically advantageous tender (MEAT) based on the best price–quality ratio, tenders will be assessed by means of a points-based evaluation methodology. A maximum of 100 points may be awarded per tender. The table below and the following paragraphs specify the method of point allocation.

The Tender with the highest point is considered the Tender with the BPQR.

The following award criteria will be applied:

Quality			
Award Criterion		Description	Maximum achievable points
A1	Quality of the Solution	Requirements Specification (Annex 5)	75
Price			
Award Criterion		Description	
A2	Tender Price	Tender Price in accordance with the completed Price Form (Annex 7)	25
MEAT			
		Score of A1 plus the score of A2	100

7.1.2 Award Criterion Quality: Quality of the Solution

This award criterion concerns the Requirements Specification with requirements and wishes.

The Requirements Specification consists of requirements that provide added value for the Contracting Authority in the execution of the Contract. In total, as referred to above in Section 7.1.1 a maximum of 75 points can be awarded.

Each requirement listed in Annex 5 has a maximum score listed in column G.

The methodology for the allocation of points is set out in columns D, E and F. On the basis of your responses provided in columns H and I, a score will be awarded for each requirement. Where no information is provided, or where the information provided is unclear, no points shall be awarded.

A maximum total of 208 points can be obtained for all requirements combined. The score for criterion A1 shall be calculated as follows: $(\text{your awarded score} / 208) \times 75$.

The Requirements Specification is included in [Annex 5](#). As part of the Tender, the Tenderer shall complete the overview set out in Annex 5.

7.1.3 Award Criterion: Price

The Tenderer must complete the price form (Annex 7). Based on this price form, the Tender Price offered (covering a period of three (3) years, with an extension of two (2) years per extension, noting that the total maximum term of the Agreement is seven (7) years) will be calculated.

No rights may be derived from the fictitious quantities stated in the price form. The Netherlands Gambling Authority (Ksa) may deviate from these quantities during the performance of the Contract. Furthermore, only users actually taken up and deliveries and services actually performed in accordance with the prices offered shall be eligible for payment.

The prices shall be fixed for the duration of the Agreement, subject only to indexation as contractually provided. Tenderers are not required to include any indexation in their price form for the purpose of determining the Tender Price.

The Tenderer must submit market-conform and realistic prices. In any event, the following situations give rise to the presumption that the price (or components thereof) is/are unrealistic:

- negative prices;
- prices below cost price;
- leaving fields blank in which a price should be entered.

If the Gambling Authority suspects that a Tenderer has submitted non-market-conform and/or unrealistic prices, it may request the relevant Tenderer to provide a substantiation. If Ksa subsequently determines that the Tenderer has not submitted market-conform and/or realistic prices, this may result in Ksa rejecting the Tender.

A maximum price cap of EUR 460.000 per year applies. Any tender submitting an annual price exceeding this amount shall be declared non-compliant, rejected, and excluded from further consideration for award.

A price cap of EUR 3.220.000 applies to the Tender Price. Any tender submitting a Tender Price in excess of this amount shall be declared non-compliant, rejected, and excluded from further consideration for award.

The score for criterion A2 shall be calculated as follows:

- $((3.220.000 - \text{"your Tender Price"}) / 2.870.000) \times 25$.

If your Tender Price is lower than 350.000 we will calculate with 350.000 in this formula, so no score higher than 25 points can be awarded. For example:

- A Tender Price of 3.220.000 Euro will be awarded with 0 points;
- A Tender Price of 350.000 Euro will be awarded with 25 points.

7.2. Method of submission

7.2.1 Submission of the Tender

Below is an overview of the documents that Tenderers must submit with their Tender. Reference is also made to the **Tender Checklist in Annex 8**.

The following conditions apply to the submission of the Tender:

- The Tender must be drawn up in the Dutch or English language.
- The Tender must be legally validly signed.
- All documentation must be submitted in PDF format. Only the Requirements Specification (annex 5) and Price Form (annex 7) must be submitted in both Excel and PDF format.

Note: In the event of any discrepancies between the Excel and the PDF versions, the PDF version shall prevail.

7.2.2 Invalid Tender

In the absence of, or in the event of incomplete, required documents, the Tender will in principle be declared invalid and excluded from further participation in the procedure. This shall only be different where, in the opinion of the Gambling Authority, the situation concerns a simple clarification or the rectification of an obvious material error.

Annexes

The following documents are attached as Annexes to this Descriptive document and have been provided simultaneously:

- Tender Form
- Consortia and Subcontractors
- Core Competencies
- Requirements Specification (attached separately)
- Draft Agreement (attached separately)
- Tender Checklist
- Price Form (attached separately)

Annex 1: Tender Form

(Attached Separately)

Annex 2: Consortia and Subcontractors

Group of Companies (Concern)

Multiple companies belonging to the same group of companies may submit a Tender (either independently, as main and subcontractor, and/or as a consortium), provided that, at the request of the Contracting Authority, they can irrefutably demonstrate that each Tenderer has prepared its Tender independently of the other Tenderers (including Tenderers belonging to the same group) and has maintained confidentiality in doing so.

If one or more of the relevant Tenderers are unable to provide such evidence, all Tenderers belonging to the respective group shall be excluded from the procurement.

Companies belong to the same group of companies if they:

- a) are affiliated with one another in a manner referred to in Article 24a, Book 2 of the Dutch Civil Code;
- b) are linked to one another as part of a group as referred to in Article 24b, Book 2 of the Dutch Civil Code; or
- c) are affiliated with one another under legal structures comparable to those referred to in subparagraphs a or b under foreign law.
 1. An organizational chart clearly showing the group relationships of the Tenderer;
 2. The completion and legally valid signature of a declaration regarding legality, stating that:
 - Being part of a holding / parent company is not applicable; or
 - The Tenderer is the sole Tenderer from the holding; or
 - The preparation of the Tender has been carried out independently and confidentially, and the Tender has not been influenced by any agreement, decision, or conduct in violation of Dutch or European competition law. In this case, the Tenderer shall provide a description of no more than one (1) page (A4) explaining how the relationship between the companies within the same group is/was organized to ensure independence and confidentiality in the preparation of the Tender.

At the request of the Contracting Authority, the Tenderer shall provide the following:

Consortium or Use of Third Parties

Holding (Article 2.92 of the Dutch Public Procurement Act)

If the Tenderer is part of a group/holding company and relies on the performance of the group/holding company to meet the requirements, the Tenderer shall indicate this in the attached European Single Procurement Document (ESPD).

At the request of the Contracting Authority, the Tenderer and the Holding shall provide a Holding Declaration, demonstrating that the group or Holding unconditionally and fully guarantees, both qualitatively and financially, the fulfilment of the obligations arising from the Contract to be concluded.

Use of Third Parties (Article 2.94 of the Dutch Public Procurement Act)

If the Tenderer relies on the capabilities of other natural or legal persons to meet the Suitability Requirements, regardless of the legal nature of its relationship with these persons, the Tenderer shall indicate this in the Tender by completing the ESPD.

At the request of the Contracting Authority, the Tenderer shall declare that it will indeed have access to the resources and services of these third parties for the execution of the Contract.

Reliance on third parties may, in addition to reliance on the Holding as described above, be demonstrated in the following two ways:

Tender as a Consortium (Joint Submission)

A consortium of entrepreneurs (joint venture) may jointly submit a Tender as a single Tenderer.

If a Submission is made by a consortium, each participant in the consortium shall duly sign the attached European Single Procurement Document (ESPD), whereby each member assumes individual and joint and several liability for the fulfillment of the obligations arising from the Submission, as well as for the full and proper execution of the Contract in all its parts.

At the request of the Contracting Authority, this shall be additionally demonstrated in a separate declaration.

The consortium shall appoint a lead partner. Communication with the consortium shall be conducted exclusively with the lead partner. The lead partner is authorized to bind the consortium (legally) with regard to obligations under the procurement procedure. To this end, the lead partner must be duly authorized by all members of the consortium.

Tender as Main Contractor with Subcontractors

In this arrangement, the Tenderer acts as the **main contractor**. Under this construction, the main contractor/Tenderer shall be fully liable for the correct performance of the obligations under this procurement procedure, as well as for any obligations arising from the Contract. Liability for the subcontractor(s) shall fully rest with the Tenderer as main contractor.

If the Tenderer relies on one or more subcontractors to demonstrate its suitability for the Contract, all requested information must be submitted by the main contractor as part of the Tender, specifying the organization(s) (subcontractor(s)) from which such information originates.

Upon award of the Contract, the Tenderer (Main Contractor) shall be obliged to make use of the services of the relevant subcontractor(s) whose capabilities were relied upon. The Tenderer must indicate in the Tender which parts of the work will be subcontracted, as well as the name(s) of the subcontractor(s).

At the request of the Contracting Authority, the winning Tenderer shall sign a Subcontracting Declaration, in which the subcontractor confirms its willingness to perform the specified work. If one or more subcontractors are used to qualify for the Contract, evidence must be provided demonstrating that the winning Tenderer will indeed make use of the relevant subcontractor(s) in the execution of the Contract.

Annex 3: Core Competencies

(Attached Separately)

ANNEX 4 – Declaration pursuant to EU Regulation 2022/576

(Attached Separately)

ANNEX 5 – Requirements Specification

(Attached Separately)

ANNEX 6 – Arbit 2022 and Draft Agreement

Annex 6a: Arbit 2022 (Attached Separately)

Annex 6b: Draft Agreement (Attached Separately)

Annex 7 – Price form

(Attached separately)

Annex 8 – Tender checklist

The table below provides an overview of all documents that must be submitted with the Tender and specifies which documents must be duly signed:

Documents to be Submitted with the Tender	Prescribed Format	Explanation in Paragraph	Formal Requirement(s)	Duly Signed
Tender Form	Annex 1	5.2	PDF	Yes
European Single Procurement Document (ESPD)	Attached separately	5.2	PDF	Yes
Core Competency Form(s)	Annex 3	5.3.3	PDF	Yes
Registration in the Trade and Professional Register	-	5.3.5	PDF	No
Declaration pursuant to EU Regulation 2022/576	Annex 4	5.3.7	PDF	Yes
Award Criterion Quality: Requirements Specification	Annex 5	7.1.2	Excel and PDF	No
Award Criterion Price: Price form	Annex 7	7.1.3	Excel and PDF	Yes