

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

Date: 31 August 2026

Version: 1.0

Inhoud

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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 Contracting Authority and the Supplier 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.
Contracting Authority	The Netherlands Gambling Authority.
Descriptive document	This document setting out in further detail the procurement procedure and all annexes thereto, including the Memoranda of information relating thereto.
Evaluation Committee	The experts appointed by the Contracting Authority who are involved in the evaluation of the received Tenders.
Memorandum 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 Memoranda of information form an integral part of this Descriptive document.
Requirements Specification	The document in which the Agreement and the performance to be delivered by the Supplier are described, and which includes the minimum requirements and the award criteria (on which scores can be obtained in the award phase)
Supplier	The Tenderer to whom the Contracting Authority has awarded the Agreement for the provision of the services.
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.

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 Dutch 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](https://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 harm

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 sites in the Netherlands. These providers are legally required to check the *Gokstop*-register (also called *Cruks* = Centraal Register Uitsluiting Kansspelen) 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 has been conducted through our consumer helpline, providing people - alongside the self-exclusion register (Gokstop) - with blocking software which blocks access to illegal operators. The pilot has run until June 2026. Our evaluation of the pilot shows predominantly positive results: a large proportion of participants reported experiencing 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 years. In the first half of 2025, 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

The description below and in paragraph 2.4.1 sets out the objectives and intended outcomes of the procurement. The binding minimum requirements and award criteria applicable to the solution and services are set out in Annex 4, Requirements Specification.

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, people who visit our websites: OpenOvergokken.nl and kansspelautoriteit.nl, those showing signs of problematic gambling behavior, and young adults aged 18–23.

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 111,000 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^[1]).

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, offering consumers to both self-exclude from land-based and online licensed operators and to install blocking software to block gambling sites and apps. Moreover, the blocking tool is also promoted through our websites: *OpenOverGokken.nl* and *Kansspelautoriteit.nl*. 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, availability, confidentiality and performance) and for responding to user inquiries regarding the software – in short Software as a Service (SaaS).

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 registering for the self-exclusion register *Gokstop* or after visiting the websites *OpenOverGokken.nl* or *Kansspelautoriteit.nl*, users can, with just a few clicks, also register for the blocking software.

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

2.4.1 Objectives and Ambitions

The Gambling Authority aims to contract one provider through this procurement, under the best price-quality ratio. The procurement and the resulting agreement will be considered successful when a single Supplier has been engaged that achieves at least the must-haves in the Requirements specification (Annex 4).

2.4.2 Key Figures

Key figures Gokstop-register 2024 and 2025

In order to provide some context for the likely number of people also opting for blocking software when registering for the self-exclusion register, please find below key data from *Gokstop-register/Cruks* for the years 2024 and 2025. 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. The stated quantities are indicative only and shall not give rise to any rights or claims, whether the actual quantities are lower or higher than stated.

The information below provides an indication of the expected number of downloads and activations originating from the official websites of the Netherlands Gambling Authority.

Based on market information, we have decided not to request a pricing model based on the number of downloads or activations by end users. Instead, Tenderers are requested to quote a fixed annual fee covering the full scope of the required services, including all costs associated with maintaining full operational readiness, as well as granting end users the right to use the blocking software, irrespective of the number of licences granted and/or the number of devices on which the software is used.

The fixed annual fee may vary from year to year, provided that the annual fee for any subsequent year is not lower than the fee for the preceding year. This reflects the assumption that the number of users will not decrease over time and allows Tenderers to incorporate anticipated growth in the number of licences into their annual pricing.

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%).

2025

- As of 30 January 2026, the total number of people registered in Cruks reached 111,534.
- The total number of registrations grows at a steady pace, with an average increase of 2,149 per month.
- The overall growth is a net result of new registrations and deregistrations; for example, in December 2025 there were 9,000 deregistrations compared to 10,500 new registrations.

- Deregistrations occur in two ways:

- By request of the registered individual (an average of 4,800 per month).
- Due to the expiration of the registration period (an average of 2,800 per month).
- About half of the people in Cruks (52%) have been registered for less than six months, showing that most active registrations are recent.

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

^[1] [Oms onderzoek - Kansspelautoriteit](#) and [Monitoringsrapportage voorjaar 2026: marktontwikkeling blijft gelijk | Kansspelautoriteit](#)

2.4.3 Market consultation and revision of previous tender.

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.

Moreover, this is a revised Tender that was previously withdrawn. This Tender can be found on TenderNed, with a publication date of 6 February 2026 and reference number TN570606.

No rights or legitimate expectations may be derived from the content of the market consultation or the Tender.

3. The Agreement

3.1. Agreement

The Gambling Authority intends to enter into a single agreement with one Supplier. 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.

Tenderers are referred to the Draft Agreement included as Annex 5.

3.2. Data Processing Agreement (DPA)

Given the nature of the services, the Gambling Authority has assessed whether the Supplier 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 Supplier will *not* be required.

This is because the processing of personal data takes place in the relationship between the Supplier and the end-user, 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 Requirements Specification and in the Agreement, insofar as relevant to the performance of the services.

4. Procurement Procedure Timeline

In order to give interested Tenderers as clear an understanding as possible of the nature, scope, and extent of the assignment, the Contracting Authority has included a detailed description of the assignment in this document.

4.1. Planning

The schedule for this Tender is as follows:

Activity	Date
Issuing the invitation to Tender	31 August 2026
Deadline for submitting Questions – First Round	14 September 2026 (17:00 CEST)
Provision of the first round Memorandum of information	17 September 2026
Deadline for submitting questions – Second Round	12 October 2026 (17:00 CEST)
Provision of the second round Memorandum of information	15 October 2026
Submission of the Final Tender	28 October (17:00 CET)
Assessment of the Tender.	28 October - 10 November 2026
Notification of the Provisional Award Decision	10 November 2026
End of the Standstill Period	30 November 2026
Final Award / Agreement start date	17 December 2026

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

4.2. 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 Memorandum of information. 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 Memorandum of information forms part of the Descriptive document. In the event of a conflict, the general Memorandum of information 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 Memorandum of information 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 Memorandum of information.

4.3. 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 28 October 17:00 CET**), 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.

The Contracting Authority is neither responsible nor liable for any consequences resulting from a Tender that is submitted too late, incorrectly or incompletely.

In the event you have technical issues or questions regarding submission of your Tender via TenderNed, you can contact the TenderNed service desk via servicedesk@tenderned.nl or +31 (0)70-3798899. If you believe that the TenderNed service desk is taking too long to answer your technical issue or question regarding submission, then you can contact your contact person within the Contracting Authority. Any risks resulting from late submission of the Tender and/or submission of an incomplete Tender are borne by the Tenderer.

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.

4.4. Evaluation

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

- Checking the Tender for correctness and completeness;
- Checking the Exclusion Grounds and Suitability requirements
- Assessing the award criterion of 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 and 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.

4.4.1 Assessing requirements (A1: quality of your solution) in your Tender Annex 4

As part of the evaluation, compliance with a number of requirements set out in Annex 4, Requirements Specification, will be verified of all Tenders.

The requirements will be assessed in three ways:

1. The Tenderer's response provided in column H of Annex 4.
2. The explanation provided by Tenderer in column I of Annex 4, if an explanation is asked for.
3. An independent verification of the app as made available in the Apple App Store and Google Play Store at the time of assessment (when this is indicated in column E of Annex 4). The verification referred to under item 3 will be (based on the current planning) conducted on **3 November 2026**.

If the verification demonstrates that the Tender does not comply with a must-have requirement, the Tender will be rejected as non-compliant and the Tenderer will no longer be eligible for award of the Agreement.

If the verification demonstrates that the Tender does not comply with a scored requirement or award criterion in respect of which points have been claimed, the score awarded for that criterion will be adjusted downwards accordingly. Certain award criteria will be assessed by the Contracting Authority and points will be awarded based on that assessment (requirements id 17 and 28 of Annex 4).

The following id's of the must-have requirements and award criteria of Annex 4 will be assessed based on the explanation (where no information is provided in award criteria no points shall be awarded):

- 17
- 26
- 36
- 41
- 42

The following id's of the must-have requirements and award criteria of Annex 4 will be assessed based on the explanation (if asked for, where no information is provided in award criteria no points shall be awarded.) and verification of the app:

- 27: The verification will be done by checking the applicable app stores and website
- 28: By checking the installation of the application (the version that is available in the applicable app-store at the moment of verification) on an Apple Iphone 17 and Samsung Galaxy A56 5G.
- 33: By checking the installation of the application (the version that is available in the applicable app-store at the moment of verification) on an Apple Iphone 17 and Samsung Galaxy A56 5G.
- 34: By checking the installation of the application (the version that is available in the applicable app-store at the moment of verification) on an Apple Iphone 17 and Samsung Galaxy A56 5G.
- 35: By checking the installation of the application (the version that is available in the applicable app-store at the moment of verification) on an Apple Iphone 17 and Samsung Galaxy A56 5G.
- 46: By checking the installation of the application (the version that is available in the applicable app-store at the moment of verification) on an Apple Iphone 17 and Samsung Galaxy A56 5G.

Following the conclusion of the Contract, an implementation period (based on the current planning) until 29 January 2027, will apply to set up the services and make any necessary adjustments to the app.

Columns D and E provide information when the requirement must be met and how requirements will be checked.

4.5. Clarification

The Contracting Authority 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 or to material modification of the substantive aspects of the Tender.

4.6. 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 Agreement 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 at the competent court in The Hague, the Contracting Authority will not enter into the Agreement 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 Suitability requirements

5.1. Collaboration with other organisations

If you cannot carry out the assignment independently, you can set up a collaboration with other organisations.

There are two ways in which you can submit a Tender in collaboration:

- 1) As a consortium in which each member of the consortium is jointly and severally liable for the fulfilment of the obligations arising from the Tender as well as the fulfilment of the Agreement.
- 2) In a principal Supplier-subcontractor structure in which the Supplier is liable for the fulfilment of all obligations, including the obligations that will be subcontracted.

Tendering as a consortium

If a Tender is submitted by a consortium, then:

- Every member of the consortium must fill in and legally sign a separate 'European Single Procurement Document', which also includes a specification of who the consortium members are (see Part II of the 'European Single Procurement Document'). Indicate the role each member plays within the consortium. In the 'European Single Procurement Document', you must indicate who is in charge of the consortium (who is lead manager) and will act as its authorised representative.
- All organisations in the consortium accept joint and several liability for the fulfilment of the obligations arising from the Tender and the eventual fulfilment of the Agreement. If a consortium relies upon the capacity of another entity in order to demonstrate compliance with the applicable Suitability requirements (see below), then the subcontractor(s) in question must also complete a separate 'European Single Procurement Document', filling in parts II A, II B, III and IV and legally sign it (see the information under II C in the ESPD).

Submitting a Tender as a principal Supplier together with subcontractor(s)

If a Tender is submitted by a principal Supplier that does not rely on the capacity of any *subcontractor*, only the principal Supplier is required to complete and legally sign the 'European Single Procurement Document' and to list the applicable subcontractors in Part II D.

If the principal Supplier does rely on the capacity of a *subcontractor* in order to demonstrate compliance with the applicable Suitability requirements, see section 5.5 of this document), then the *subcontractor(s)* in question must also complete a separate 'European Single Procurement Document', filling in parts II A, II B, III and IV and legally sign it (see the information under II C in the ESPD).

The principal Supplier is fully liable for the fulfilment of the obligations arising from the Tender as well as the fulfilment of the Agreement(if awarded). In addition, the principal Supplier is liable for the fulfilment of the obligations for which he has hired the *subcontractor(s)*.

All completed and legally signed 'European Single Procurement Document' forms must be added to the Tender.

All natural persons, legal entities and organisations may only submit a single Tender (either individually or in combination with other natural persons, legal entities and/or organisations).

Tenderers who are mutually connected via a relationship of dependence (group link) are permitted to participate separately in this tendering procedure. However, this is on the express condition that they participate as competitors in this tendering process. For this purpose, they must demonstrate that their mutual relationship has not influenced their behavior within the scope of this tendering procedure nor has it restricted fair competition. By submitting a Tender, the Tenderer in question agrees to this condition.

5.2. Supporting evidence

The submission of a Tender constitutes the offer made by the Tenderer. 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 that is authorized to represent and bind the Tenderer at the time of signing the submission.

Before awarding the Agreement, the Contracting Authority will request the Tenderer with the most economically advantageous Tender to provide any supporting evidence substantiating the declarations made concerning the exclusion grounds and Suitability requirements. Such supporting evidence must be submitted to the Contracting Authority **within seven (7) calendar** days after request.

5.3. Invalid Tender

A Tender will be declared invalid if:

- The supporting evidence for the exclusion grounds and Suitability requirements does not correspond to the declarations made in the documents.
- Not all requested documents are submitted or incomplete (except for the possibilities offered by manifest omissions for clarification).
- The forms are deviated from or altered.
- The Tender is not unconditional.
- A Tender that does not comply with the requirements set out in this Tender Document and the must have requirements of Annex 4: Requirements specification.

This shall not apply where, in the Gambling Authority's reasonable opinion, the matter can be remedied by means of a simple clarification or the correction of an obvious clerical or material error.

5.4. Exclusion Grounds

With regard to the exclusion grounds and Suitability requirements (see next paragraph), the Tenderer must duly complete, legally sign, and submit the European Single Procurement Document (ESPD). The 'European Single Procurement Document' is a PDF file that has been partially filled in for you. You must fill in the rest of the form, print it, legally sign it, scan it and submit it together with your Tender via TenderNed. You can find the 'European Single Procurement Document' within the invitation to Tender in TenderNed. In this document, you will find the following Exclusion Grounds:

- all Exclusion Grounds specified in Part III A and B;
- the Exclusion Grounds in Part III C that have been selected by the Contracting Authority by means of the tick boxes.

See paragraph 5.1 for information on how to submit a Tender in collaboration with other organisations. This section specifies who must provide a completed and signed European Single Procurement Document during the process of submitting a Tender.

The evidence relating to the Exclusion Grounds does not have to be submitted together with the Tender: it is only required once the Contracting Authority requests it.

Please note: The process of applying for a GVA (certificate of conduct) can take several weeks.

For information on types of evidence, see Section 2.89 of the Public Procurement Act.

<http://wetten.overheid.nl/BWBR0032203/2016-07-01>

The evidence consists of:

1. Extract of Trade Register (no older than 6 months, see also paragraph 5.5.4)
2. 'Certificate of Conduct for procurement' ('Gedragsverklaring Aanbesteden' -no older than 2 years)
3. Tax statement (no older than 6 months)

Please refer to [eCertis](#): eCertis is the information system that helps you identify different certificates requested in procurement procedures across the EU.

The Contracting Authority, to which a Tenderer submits data in order to prove that the exclusion grounds referred to in Article 2.86 or Article 2.87 do not apply to the Tenderer, also accepts data and documents from another

Member State, from the country of origin of the Tenderer or from the country where the Tenderer is established, that serve an equivalent purpose or that show that the exclusion ground does not apply to Tenderer.

Submission/Upload:

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

5.5. Suitability requirements

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 Agreement. By submitting a Tender, the Tenderer confirms that it meets the specified Suitability requirements.

With respect to the Suitability requirements, the following is required:

5.5.1 Suitability requirement 1: Financial and Economic standing

The Tenderer confirms compliance by selecting 'yes' in Part IV, Suitability requirements, of the ESPD. By signing the ESPD, the Tenderer declares:

- a. That he possesses sufficient financial and economic capacity to fulfil the contractual obligations.
- b. That the Tenderer is unaware of any possible claims against him that may compromise his organisation's financial-economic capacity or continuity, and that no investment is required during the Agreement period that may have a similar compromising effect.
- c. That the most recently issued auditor's report (or, if applicable, a review report or compilation report) does not include a 'continuity section' that expresses doubt concerning the viability of the organisation.

Evidence (do not submit together with the Tender – only submit it when requested to do so):

Proof of the economic operator's economic and financial standing may, as a general rule, be furnished by the following references:

- a. the presentation of financial statements or extracts from the financial statements, where publication of financial statements is required under the law of the country in which the economic operator is established;

You are required to provide this information upon request by the Contracting Authority. Accordingly, this information does not need to be submitted with your Tender.

Upon request, you must provide:

A. as evidence that the most recently issued auditor's report or a comparable independent third-party statement – or, where applicable, review report or compilation report – does not contain a going concern paragraph expressing doubt as to the viability of the organisation.

If the data of the Tenderer's parent/holding company is used in relation to the aspect of financial-economic capacity, then the Tenderer must provide a statement from the parent/holding company that specifies that the parent/holding company unconditionally acts as a guarantor for the obligations to be undertaken by the subsidiary company and any debts arising from the Agreement incurred by the subsidiary company. The statement by the parent/holding company must be signed by a legally authorized representative.

5.5.2 Suitability requirement 2: Technical Competence

The Tenderer must demonstrate that it possesses sufficient knowledge and experience to execute the Agreement through core competencies. Core competencies can be substantiated by references. These references must

relate to services performed 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 principal Supplier or as a subcontractor (see the relevant form in the annex 2).

The Tenderer must possess the following core competency.

Core competency		What Must Be Evident from the Reference
1	Developing, maintenance and support of blocking software.	From your reference, it appears that you have experience in providing, maintaining and supporting (including maintaining a blacklist with blocked gambling websites) blocking software for at least 1000 end-users to or on behalf of a public organization.

The reference 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.

Submission/upload:

- Fully completed and legally signed Core Competency Form (See Annex 2).

5.5.3 Suitability requirement 3: Certificates

The Tenderer holds by the deadline for submission of the Tender a valid ISO/IEC 27001:2022 certificate (or a more recent version), demonstrating that the Tenderer has ensured the following within its services: adequate protection of personal data.

Compliance with the information security requirements shall be demonstrated by (do not submit together with the Tender – only submit it when requested to do so):

- submission of a valid copy of the certificate for ISO/IEC 27001:2022 (or a more recent version), issued by a certification body accredited by the Accreditation Council (in Dutch: Raad van Accreditatie) or an equivalent certificate from an accredited body from the country of establishment;
- and the corresponding Statement of Applicability covering the adequate protection of personal data.

Where a Tender is submitted by a consortium (joint venture) or involves subcontractors, each participant in the consortium or each subcontractor shall demonstrate the required evidence for its respective part of the assignment where personal data is processed.

5.5.4 Suitability requirement 4: Extract from the Trade and Professional Register

The Contracting Authority expects the Tenderer to be authorised to practise his trade. For this reason, the Contracting Authority reserves the right to ask the Tenderer to demonstrate that he is registered in the professional register in accordance with the regulations applicable in the country in which he is established or in the trade register referred to in Annex XI of EU Directive 2014/24/EU.

It is also vital that the signed documents included in the Tender have been signed by a legally authorised representative of the Tenderer. For this reason, the Contracting Authority can also ask the Tenderer who is awarded the Agreement to demonstrate the legal validity of the signature.

Evidence (do not submit together with the Tender – only submit when requested by the Contracting Authority).

In order to establish the legal validity of the signed statements, declarations and other evidence, it is vital that a recent and up-to-date (max. six months old, counted from the time of submission of the Tender) extract from the

professional register or trade register is provided in compliance with the provisions stipulated in Section 2.98 of the Public Procurement Act. **The extract must demonstrate the legal authorisation of the signatory.**

If the signatory of the statements, declarations and other evidence is not featured on the extract, then authorisation of the signatory must be provided by one of the parties featured on the extract, in the form of a statement declaring that the signatory was authorised to legally bind the Tenderer at the time that he signed the documents.

In the event that the Tender involves a collaboration (consortium), then every member of this collaboration must provide the aforementioned evidence separately.

5.5.5 Suitability requirement 5: Compliance with EU restrictive measures concerning Russia

The Contracting Authority seeks to prevent, through the award of the Agreement 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.

To demonstrate that there is no Russian involvement in the performance of the Agreement The tenderer is required to complete the "Statement regarding no Russian involvement" truthfully, legally sign it and submit it upon tender submission. If a tender is submitted as part of a consortium or joint venture, each member of the consortium must separately complete this statement truthfully, legally sign it and submit it at the time of tendering. 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 statement regarding no Russian involvement, see Annex 3.

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 No variant on Tender

Upon submitting a Tender in accordance with the Tender document, the Tenderer is not permitted to submit a variant of this Tender.

6.1.3 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 Suitability requirements change or have changed compared to the circumstances at the time of submission of the Tender, the Tenderer must immediately notify the Contracting Authority.

6.1.4 General Terms and Conditions

For this Agreement, the Contracting Authority declares the attached Agreement (annex 5) to be applicable including the accepted amendments set out in the Memoranda of information). The Tenderer's delivery, payment, and other (general) terms and conditions are expressly rejected.

6.1.5 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.

6.1.6 Dutch or English Language

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

6.1.7 Tender Costs

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

6.1.8 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 Tenderers will be notified as soon as possible. Even in such cases, Tenderers shall have no entitlement to any compensation.

6.1.9 Non-Manipulative Tender

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.

6.1.10 Subcontracting / Third Parties

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

The Supplier shall remain at all times fully responsible for the proper and complete performance and fulfillment of the Agreement accepted by them and all obligations arising from the Agreement. In the absence thereof, the Supplier 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 Supplier.

6.1.11 Inside Information and Conflict of Interest

If there is (or has been) involvement in the preparation of the Agreement, 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 all relevant information gained from the pilot 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.

6.1.12 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 TenderNed 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 Agreement 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 number of points 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 4)	75
Price			
Award Criterion		Description	
A2	Tender-price	Tender-price in accordance with the completed Price Form (Annex 6)	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 must-have requirements and award criteria.

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

Each award criterion listed in Annex 4 has a maximum score listed in column F.

The methodology for the allocation of points is set out in columns C to F. You must fully complete the blue cells in columns G and H. On the basis of your responses provided in columns G and H, a score will be awarded for each award criterion as set out in paragraph 4.4.1.

A maximum total of 214 points can be obtained for all requirements combined. The score for criterion A1 shall be calculated as follows: $(\text{your awarded score} / 214) \times 75$.

The Requirements Specification is included in [Annex 4](#). As part of the Tender, the Tenderer shall complete the overview set out in Annex 4.

7.1.3 Award Criterion: Price

The Tenderer must complete the price form (Annex 6). The tender-price shall be calculated on the basis of the maximum potential term of the Agreement of seven (7) years, consisting of an initial term of three (3) years and two optional extension periods of two (2) years each. The inclusion of the optional extension periods in the evaluation does not create any obligation on the part of the Contracting Authority to exercise those options.

When completing the pricing form, the Tenderer must observe the following principles:

- The prices provided are in euros (€)
- It is not permitted to make any changes to the pricing sheet; only the indicated fields must be completed. Making alterations to the pricing form may result in disqualification from the Tender.
- you must fully complete the dark blue cells. The prices must be consistent with the guidelines in this document. Costs not included in this pricing sheet cannot be invoiced.
- All prices must be rounded to two decimal places. Invoicing shall always be carried out using prices rounded to two decimal places.
- The price quotation must be submitted inclusive of VAT, any taxes, imposts, levies, duties or other fees by any governmental entity and all travel, call-out, and accommodation costs, travel time, and any other incidental expenses and overhead.

Tenderers must submit a single annual price per year covering the full scope of the required services (including the costs for maintaining full operational readiness) and granting end-users rights to use the blocking software, irrespective of the number of licenses granted and/or the number of devices on which the software is operated. The prices per year 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.

Indexation requests may be submitted only once a year, exclusively in the month of October (for the first time October 2027). After this month requests for indexation for the upcoming year will not be considered. After receipt of the request, the Gambling Authority will confirm to the Supplier whether the request has been approved.

Any increase shall be limited to a maximum of the (if any) increase in the most recently published final price index figure for services prices in commercial services and transport (index 2021 = 100) for group J6202, as published by Statistics Netherlands (Centraal Bureau voor de Statistiek, CBS) at the time of announcement, compared to the price index figure of the same index published 12 months earlier. If the index 2021 = 100 is no longer maintained, its successor index shall be used to calculate the maximum indexation. If group J6202 is no longer maintained, group J62 shall be used to calculate the maximum indexation.

A price quoted for any subsequent year may not be lower than the price quoted for the preceding year. Accordingly, the price for Year 1 must be less than or equal to the price for Year 2, the price for Year 2 must be less than or equal to the price for Year 3, and so on (see for an explanation paragraph 2.4.2). Any Tender that fails to comply with this requirement **will be rejected and will no longer be eligible for award**.

A maximum price cap **of EUR 350,000 (including VAT) per year applies**. Any Tender submitting an annual price exceeding this amount **will be rejected and will no longer be eligible for award**.

A price cap **of EUR 2,450,000 (including VAT)** applies to the tender-price. Any Tender submitting a tender-price in excess of this amount **will be rejected and will no longer be eligible for award**.

The score for criterion A2 shall be calculated as follows:

- $((2,450,000 - \text{"your tender-price"}) / 2,100,000) * 25$.

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 2,450,000 Euro will be awarded with 0 points;
- A tender-price of 350,000 Euro (or lower) 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 7**.

The following conditions apply to the submission of the Tender:

- The Tender must be drawn up in the Dutch or English language.
- All documentation must be submitted in PDF format. Only the Requirements Specification (annex 4) and Price Form (annex 6) must be submitted in both Excel and PDF format.

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

Annexes

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

- Core Competence form
- Requirements Specification (attached separately)
- Draft Agreement (attached separately)
- Tender Checklist
- Price Form (attached separately)

Annex 2 – Core Competence form

(Attached Separately)

Annex 3 – Statement regarding no Russian involvement

(Attached Separately)

Annex 4 – Requirements Specification

(Attached Separately)

Annex 5 – Draft Agreement

(Attached Separately)

Annex 6 – Price form

(Attached separately)

Annex 7 – 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	File type (s)	Duly Signed
European Single Procurement Document (ESPD)	Attached separately	5.1 and 5.4	PDF	Yes
Core Competence Form	Annex 2	5.5.2	PDF	Yes
Compliance with EU restrictive measures concerning Russia	Annex 3	5.5.5	PDF	Yes
Award Criterion Quality: Requirements Specification	Annex 4	7.1.2	Excel and PDF	No
Award Criterion Price: Price form	Annex 6	7.1.3	Excel and PDF	Yes