Memorandum of information: below you will find the answers provided by the Ksa to the questions submitted up to and including 14 September 2026.
Date: 17 September 2026

ID	Reference	Question	Answer
1	Reference: Section 5.5.2 – Suitability Requirement 2: Technical Competence	The requirement stipulates that the reference must demonstrate experience in providing, maintaining and supporting gambling-blocking software, including maintaining a blacklist of gambling websites, for at least 1,000 end-users specifically “to or on behalf of a public organisation”. Could the Contracting Authority confirm that an equivalent reference involving at least 1,000 end-users in the private or non-profit sector will also be accepted, provided that it demonstrably covers the same technical and operational scope, including development, maintenance, support and blacklist management? Experience with a public-sector customer is not, in itself, evidence of superior technical competence. The relevant capabilities—including scale, maintenance, support, blacklist management, security, privacy and operational continuity—can be demonstrated objectively through equivalent private-sector or non-profit references, the technical evidence submitted with the Tender and the Contracting Authority’s own product verification process. The current requirement therefore risks creating an incumbency loop: a supplier cannot qualify for this public contract without already holding a public-sector reference, but cannot obtain such a reference without first being awarded a public contract. Its effect may unnecessarily restrict effective competition and confine participation to a very small number of established suppliers. If an equivalent private-sector or non-profit reference cannot be accepted, could the Contracting Authority explain: why the public-sector status of the reference customer is objectively necessary and proportionate to the performance of the Agreement; and how it has satisfied itself that this requirement does not unnecessarily restrict effective competition or favour incumbent suppliers?	Ksa has deliberately chosen not to require a governmental organisation as a reference. Any organisation whose objective is to prevent harm resulting from gambling can also be accepted.
2	Annex 4 - Requirement 4 seems to contradict requirement 12	4 states that "...all communication (including helpdesk and if applicable chat) must be conducted in English." 12 asks for "Communications by your heldesk is available in Dutch (mail and if applicable chat) We can and do currently deliver Dutch language support. But would doing so be considered to make us non-compliant with must have requirement 4? We're happy to meet the Ksa's preference in this regard, and logically delivering Dutch language support would seem to be an advantage. Clarification would be appreciated.	Requirement 4 is a must-have: all communication must be able to take place at least in English. In addition, Ksa considers it an added value if communication can *also* take place in Dutch; 10 points can be awarded for this.
3	Annex 4 - Requirement 10	Requirement 10 provides two options in the description, but ask the tenderer to select from 4 options. The answer should still make sense, but we wanted to make the regulator aware of this inconsistency.	In requirement question 10, two answer options were omitted due to the cell size being too small. In the revised documentation, you will find a new Annex 4 – version 1.1. Thank you for your attentiveness.
4	Annex 4 - Requirement 20	Requirement 20 Describes "subscription period" being valid for "at least... 1 year" Should this be interpreted to mean that the minimum exclusion length that a user can implement cannot be shorter than 1 year? Or does this simply refer to the user being able to access the service free of charge for a minimum of a year?	This indeed refers to being able to continue using the software without having to re-register after one year in order to keep using it free of charge.

5	Annex 4 - Requirement 31	Requirement 31 requires a "guarantee" of "resolving failures" within 9 business days. No blocking software can honestly make this guarantee, as there are third party issues that can preclude creating a functional block. We would point the Ksa team to ISP or mobile network provider settings that disrupt the block. Whilst these situations are reasonably infrequent, as it is the user's network provider's settings that are causing the block failure, without the cooperation of the network provider (which is extremely rare), there is no action that the blocking software provider can take that will resolve the issue. We are more than happy to commit to ensuring that issues caused by our service are resolved within 9 Dutch business days. But we cannot "guarantee" resolution in any timeframe where 3rd party settings are the root cause of the failure.	Where there are demonstrable dependencies on third parties, any waiting or resolution time attributable to those third parties will be excluded from the calculation of the resolution time of Supplier.
6	Annex 4 - Requirement 32	Requirement 32 looks for our team to commit to a maximum resolution time for "resolving failures". The thrust of this requirement seems to relate to how quickly the blocking software provider can provide technical updates to address issues. This is an understandable requirement, but it does not take into consideration the investigatory process. Where a user reports an issue, it often requires an exchange of information to identify the root cause of the problem, and the steps that are necessary to mitigate the issue. This creates delays that the blocking software provider cannot control: how quickly the user responds. Once the investigatory process is concluded, it is simple to commit to a time frame for the fix to be implemented and deployed. But whilst the investigation is ongoing, the process is held hostage to the user's engagement. Having worked in a similar sector, where user responses had to be factored into response requirements, we would point the Ksa Team's attention to EU ADR Directive 2013/11 as a potential model, which includes the following requirement: "(40) A properly functioning ADR entity should conclude online and offline dispute resolution proceedings expeditiously within a timeframe of 90 calendar days starting on the date on which the ADR entity has received the complete complaint file including all relevant documentation pertaining to that complaint, and ending on the date on which the outcome of the ADR procedure is made available." - https://eur-lex.europa.eu/eli/dir/2013/11/oj/eng By phrasing the requirement so that the clock starts once the user has provided all necessary information, the requirement does not put the provider into breach for delays created by the user.	Please see our response to question 5. Besides the resolution time starts once the user has provided all necessary information.
7	Annex 4 - Requirement 42	Requirement 42. The requirements exclude the Apple App Analytics and Google Play Console due to the universal use of these tools. Can the Ksa please clarify whether this applies to other universal analytics platforms like Google Analytics and/or Google Firebase?	No, this does not apply to analytics platforms like Google Analytics and/or Google Firebase. See level 2 in requirement 42,"... without the use of third-party analytics". The reason is that the Tenderer may decide at its own discretion which, if any, third-party analytics tools to use.
8	Pilot	Can the Gambling Authority please provide information on the level of engagement recorded during the pilot project that ended in June 2026? This trial run is the single most relevant and directly comparable data point to inform likely uptake of blocking software during the period of this contract. Sharing this information would ensure better informed and higher quality tender submissions and create a level playing field between the potential applicants that did and did not take part in this pilot. As things currently stand, one potential applicant knows the exact levels of uptake experienced during the pilot project, whilst other applicants do not have this information. This information asymmetry provides the pilot project partner a clear advantage when it comes to projecting the likely costs of delivering the service, and as such places them in a better position to accurately determine the likely expenditure to deliver this service.	During the pilot period, a total of 650 users were made available. Callers to the Dutch gambling support helpline OpenOverGokken were informed about the availability of the subscriptions and were able to make use of the blocking software as part of the pilot.

9	Question 1 · Requirement 1 — Definition of a subscription	Requirement 1 defines a subscription as a unique activation per device, while noting that because a fixed fee applies, the volume of device-based subscriptions does not affect the total cost. Could the Contracting Authority confirm that this definition is used for the purposes of describing scope and reporting, and does not require a Tenderer to structure its licensing on a per-device basis? Specifically, would an account-based model, under which a registered user may activate the software on multiple devices, satisfy Requirement 1 provided the Supplier reports the number of individual device activations under Requirement 2?	Yes, the Contracting Authority confirms this, and does not require a Tenderer to structure its licensing. An account-based model, whereby a registered user can activate and use the software on multiple devices, is acceptable. The reference to device-based subscriptions in Requirement 1 is intended to allow Suppliers to provide the software without requiring users to create or use an account. It does not mean that Suppliers are prohibited from using an account-based model. Suppliers may therefore structure their licensing in an account-based manner or a per device based manner.
10	Question 2 · Requirement 2 — User registration and anonymity	Requirement 2 provides that individual user registration is not required, to ensure user anonymity. Could the Contracting Authority confirm whether the collection of an email address (which may be anonymous and does not need to identify the user personally), used solely for account management and for delivering the user support required under Requirement 9, is compatible with this requirement, where no user-identifying data is made available to the Contracting Authority and the analytics available to the Authority contains only aggregated, anonymous figures? Relatedly, could the Contracting Authority confirm how such an email address is treated under Requirement 42? Level 1 refers to data strictly necessary for the blocking functionality and for support, while Level 2 refers to a limited amount of data for account management and support, giving an email address as its example. Given that Requirement 9 makes email-based user support mandatory, clarification of which level applies would assist Tenderers in responding consistently.	With regard to the first part of the question, the Contracting Authority confirms that the collection of an email address would be permitted, provided that this is used solely for purposes such as account registration and user support, and that no user-identifying data is made available to the Contracting Authority. An email address can be considered a relatively lightweight means of enabling account registration and, for example, allowing a user to use the software on multiple devices under a single account. The use of an email address for these purposes is therefore compatible with Requirement 2. With regard to Requirement 42, a mandatory email address does constitute personal data and is explicitly included as an example under the relevant data category. Consequently, if a user is required to provide an email address in order to use the application, this will be taken into account under Requirement 42 and the Supplier can receive a maximum of 7 points for this requirement. The fact that email-based user support is mandatory under Requirement 9 does not alter this assessment. Not every user will make use of user support, and a Supplier must delete email addresses provided in the context of support after a certain period, even if the user continues to use the application. Where an email address is mandatory for use of the application, the Supplier will therefore necessarily process more personal data than in a model where no email address is required.
11	Question 3 · Requirement 2 — Precision of periodic reporting	Requirement 2 refers to periodic reports containing “an indication of” the number of downloads and activations. We are able to report exact figures for downloads and activations attributable to the Authority’s channels. Could the Contracting Authority confirm whether exact figures are acceptable, and whether the wording reflects an expectation that some channels may not be attributable with certainty?	The Contracting Authority confirms that reporting exact figures is also acceptable. The requirement uses the phrasing "an indication of" to accommodate situations where precise attribution to the Authority’s channels or downloads or activations might not be feasible with certainty.
12	Question 4 · Requirements 4 and 12 — Language of communication	Requirement 4 is a must-have providing that “all communication (including helpdesk and if applicable chat) must be conducted in English”. Requirement 12 awards points where “communication by your helpdesk is available in Dutch (mail and if applicable chat)”. Could the Contracting Authority confirm the intended scope of each — for example, whether Requirement 4 governs communication between the Supplier and the Contracting Authority and Requirement 12 governs communication with end-users — and confirm that offering Dutch-language end-user support does not place a Tenderer in breach of Requirement 4?	See our answer on question number 2. Requirement 12 applies only to the helpdesk and not to communication between the Supplier and the Contracting Authority.
13	Question 5 · Requirements 9, 10, 11 and 39 — Measurement of answering times	Requirements 10 and 11 define performance by reference to an average answering time, while Requirement 39 provides that for Requirement IDs 9, 10 and 11 the applicable Service Level “must be achieved in at least 95% of the requests during the relevant month”. Could the Contracting Authority confirm which measure determines the score under Requirements 10 and 11 — the monthly average, or the 95th-percentile test — and confirm the population of requests over which the measure is calculated (for example, whether duplicate messages within a single conversation, spam, and out-of-scope enquiries are excluded)?	Requirements 9 and 10, like requirement 11, must not refer to average answering times. We will amend this in the revised version 1.1 of Annex 4. Duplicate messages must still be answered within the applicable answering time. Spam may be disregarded. Out-of-scope enquiries may be answered simply by stating that the question does not concern the operation or activation of the blocking software.

14	Question 6 · Requirement 21 — Length of subscription period	Three parts of this requirement appear inconsistent. The Scoring Points column states “0, 2, 5, 7 or 10 points” (five values). The requirement text describes three bands: 1–3 years = 3 points, 3–5 years = 6 points, 5–7 years or longer = 10 points. The bidder response cell asks the Tenderer to “choose one of the 4 options” (four options). Could the Contracting Authority confirm which scale is authoritative, and how many response options bidders should complete? Furthermore, if a provider offers short duration calendaring functionality do they score 0 by default for this question? Separately, the final paragraph of Requirement 21 states that the software “must allow the user to flexibly select their preferred subscription period upon activation” and “must support multiple terms”. Requirement 21 is classified as an award criterion rather than a must-have. Could the Contracting Authority confirm whether user-selectable subscription terms are a mandatory condition of the contract, or a scored element of this criterion — and if the latter, how it is weighted within the 10 points?	Thank you for your attentiveness. We will amend this in the revised version 1.1 of Annex 4. 0, 3,6 or 10 points can be scored. The award criterion will be: Award Criterion – Length of subscription period (max. 10 points): 1 Must have is at least 1 year - 0 points 2 Short term: subscription valid for at least 3 years – 3 points 3 Medium term: subscription valid for at least 5 years – 6 points 4 Long term: subscription valid for alt least 7 years (or longer) - 10 points If a subscription period longer than one year is offered, the user may choose the consecutive period for which they wish the subscription to remain active.
15	Question 7 · Requirements 24 and 25 — Definition and measurement of availability	Could the Contracting Authority confirm which component the availability percentage is measured against — for example the end-user blocking function, the supporting resolution or network infrastructure, the management or reporting interface, or a combination — and confirm the measurement method and data source that will be used to establish compliance for the purposes of the monthly Service Level report under Requirement 38?	The availability percentage is measured against the availability of end-user blocking functionality. The formula is: Availability (%) = 100% × (Total time in the relevant month − Total downtime during that month) / Total time in the relevant month. Availability will be measured using the Supplier’s own monitoring tools. The relevant data must be included by the Supplier in the monthly service report, and the Ksa reserves the right to audit the underlying data.
16	Question 8: Requirement 26 — meaning of "significant loss in performance", "no loss in functionality" and "no loss in availability"	Requirement 26 — meaning of "significant loss in performance", "no loss in functionality" and "no loss in availability". Requirement 26 is a must-have requiring the product to be scalable "without significant loss in performance, no loss in functionality and no loss in availability". These terms are not defined, and two of them are expressed in absolute form while other requirements set quantified thresholds: (a) Requirement 24 sets a minimum availability of 99.3% and Requirement 25 awards points up to 99.8%, both of which permit a defined level of unavailability. Could the Contracting Authority confirm whether "no loss in availability" in Requirement 26 means that the availability committed under Requirements 24 and 25 must be sustained as usage increases, rather than an absolute standard of uninterrupted availability? (b) Could the Contracting Authority confirm the baseline against which "significant loss in performance" is assessed — in particular whether the DNS resolution thresholds in Requirements 35 and 36 are the applicable measure? (c) Could the Contracting Authority confirm whether "no loss in functionality" prevents the Supplier from retiring, replacing or altering features during the term, for example where a platform, operating system or third-party dependency changes, or whether it means that functionality may not be lost as a consequence of increased usage? As drafted, a Tenderer cannot determine what standard it is being held to under a must-have requirement. We request that the Contracting Authority define these terms in the Memorandum of Information, or confirm that they are to be read by reference to Requirements 24, 25, 35 and 36.	a) We can confirm this. b) We can confirm this. C) This means that functionality may not be lost as a consequence of increased usage.
17	Question 9 · Requirements 28 and 29 — Scope of device verification	Requirement 29 requires support for the current Android major version and the four preceding versions across Samsung, Xiaomi and Pixel devices, while verification under Requirements 28 and 33 is carried out on a single Samsung Galaxy A56 5G. Could the Contracting Authority confirm how compliance with the multi-vendor obligation in Requirement 29 will be assessed, and whether Tenderers may make additional devices available to demonstrate compatibility across the vendors named?	Requirements 28 and 33 will only be tested during the tender verification on a Samsung Galaxy A56 5G for Android. Compliance with Requirement 29 will be monitored during the term of the Agreement based on user feedback.
18	Question 10 · Requirements 31 and 32 — Resolution time units	Requirement 31 sets a must-have resolution time of 9 Dutch business days. Requirement 32 scores resolution times expressed in calendar days, beginning at “9 calendar days till 7 calendar days” for 3 points. Nine calendar days is a shorter period than 9 Dutch business days, so the lowest scoring band appears stricter than the mandatory requirement. Could the Contracting Authority confirm which unit applies to each, and what score is awarded to a Tenderer that meets Requirement 31 but does not meet the 9-calendar-day threshold in Requirement 32, given that no 0-point option is provided?	It is correct that the 7–9 calendar day band is more stringent. Accordingly, 3 points can be awarded for meeting this requirement. "1. Resolution time from 9 Dutch business days till 9 calendar days: 0 points" will be added. We will amend this in the revised version 1.1 of Annex 4.

19	Question 11 · Requirements 33 and 34 — Degree of removal difficulty, verification method	Column E states that this requirement will be assessed by checking the app-store version of the application on an Apple iPhone 17 and Samsung Galaxy A56 5G, and the requirement text states that scoring will be based on the demonstration rather than the description alone. Some protection configurations described in the scale — in particular level 5, which contemplates involvement or authorisation by a designated buddy or the Supplier — are optional modes that a user activates during onboarding rather than the application's default state. Could the Contracting Authority confirm: (a) whether the Tenderer will be given the opportunity to configure the application into the protection mode it has claimed before the assessment is carried out; (b) whether the Tenderer may be present at, or assist with, that configuration; and (c) whether a protection mode that requires a one-time setup step beyond the app itself is eligible for the higher bands, provided it remains compatible with Apple App Store and Google Play policies as required by Requirement 34? Our most advanced protection mode for iOS devices requires additional steps to be carried out on a macOS or Windows device. Is the Contracting Authority willing to test this version? Also, given the fact that the software is difficult to remove while installed, how will the Contracting Authority ensure proper removal to make sure that conflicts between multiple blocking software being installed don't arise?	The Tenderer may attend via a Microsoft Teams meeting on 3 November to provide instructions regarding installation and deinstallation. We will test all installation steps that can be performed on the iOS device itself. Any additional installation steps requiring a macOS or Windows device will not be carried out and will not be taken into account in the assessment.
20	Question 12 · Requirements 39 and 40 — Application of the contractual penalty	The penalty is linked to eleven separate Service Levels. Could the Contracting Authority confirm whether the accepted penalty percentage applies once per calendar month regardless of how many Service Levels are breached in that month, or whether it applies per breached Service Level and may therefore accumulate — and confirm whether the total penalty in any month is capped at the accepted percentage of that month's invoice?	We can confirm that the accepted penalty percentage applies once per calendar month, regardless of how many Service Levels are breached in that month. The entitlement to the penalties referred to in Requirements 39 and 40 is without prejudice to any entitlement to damages or other penalties in the contract.
21	Question 13 · Requirement 41 — Privacy architecture diagram	The requirement text lists four elements (a–d), while the explanation cell lists five (a–e), adding "which analytical tooling is used" as item (b). Could the Contracting Authority confirm which list is authoritative? Tenderers will otherwise address the five-element version.	Thank you for your attentiveness. We will amend this in the revised version 1.1 of Annex 4.
22	Question 14 Requirement 45 - Scope of financial transparency	Requirement 45 obliges the supplier to provide transparency regarding its funding and financial structure on an annual basis. Could the contracting authority confirm what this obligation is intended to cover - in particular whether it extends to the sources of a supplier's funding, including donations, grants, sponsorship or commercial revenue received from gambling operators or their affiliates, and whether such relationships are to be disclosed to the contracting authority during the term of the agreement? Could the contracting authority also confirm whether any such relationship is considered relevant to the performance of the Agreement, given that the software is provided to individuals seeking help with gambling-related harm?	Requirement 45 is primarily intended to provide the Contracting Authority with transparency regarding any potential new funding or financial relationships involving the gambling industry. In particular, the Contracting Authority considers it relevant where a gambling operator that operates in the Netherlands provides funding to, or otherwise enters into a financial or other form of relationship with, a party that is contracted by the Contracting Authority to provide services aimed at reducing gambling-related harm. The requirement is not intended to constitute an extensive financial audit of the Supplier. The Supplier is expected to provide a general overview of its funding and financial structure on an annual basis, including any relevant funding or relationships with gambling operators or their affiliates. This information should be sufficient to enable the Contracting Authority to identify potential developments that may be relevant to the independence and performance of the services under the Agreement.

23	Question 15 · Requirement 46 — Advertising and grey-area blocking	The requirement refers to blocking “advertisements related to gambling loot boxes, and other identified ‘grey area’ gambling activities (besides gambling sites and apps)”. Could the Contracting Authority clarify the intended scope — in particular whether “advertisements related to” qualifies gambling, loot boxes and grey-area activities separately, or only loot boxes? Could it also confirm what will be assessed during the app verification: whether blocking the advertising, affiliate and redirect domains through which such advertisements are served satisfies the requirement, or whether suppression of individual advertisement units rendered inside third-party applications and platforms is required?	The Contracting Authority clarifies that Requirement 46 concerns advertisements relating to gambling, including advertisements associated with gambling loot boxes and other identified “grey area” gambling activities. The reference to these categories is not intended to require the Supplier to block loot boxes within games themselves, nor to block individual advertisements displayed within games or other third-party applications and platforms. The intended scope is to prevent subscribers from accessing gambling operators through advertising and associated referral mechanisms. For example, where a subscriber encounters an advertisement for a gambling operator on an affiliate website and clicking on that advertisement would normally redirect the subscriber to the gambling operator’s website or app, the blocking software should prevent that access or redirect from taking place. Accordingly, for the purposes of verification, the Contracting Authority will assess whether the software is capable of blocking the relevant gambling operator domains and the advertising, affiliate and redirect domains through which access to such operators is facilitated. It is not intended to assess whether the software can identify and suppress individual advertisement units rendered within otherwise legitimate third-party applications, games or platforms. The requirement therefore focuses on preventing access to gambling operators through relevant advertising, affiliate and redirect mechanisms, rather than on blocking loot boxes within games or advertisements on affiliate websites as such.
24	Question 16 · Requirement 47 — Gamification elements	The wording of this requirement is unchanged from GPD-ADD-035 in the previous procurement, where it was worth 1 point, but the available score has increased to 10. The requirement is phrased permissively (“The Supplier could refrain from including…”) while the bidder response cell offers only “YES/NO”. Could the Contracting Authority confirm: (a) what “YES” denotes in the response cell — that the Tenderer refrains from offering such elements, or that such elements are present; (b) whether full marks require the complete absence of any such feature from the version made available to Dutch users, or whether it is sufficient that these elements are optional and separable from the blocking functionality, playing no part in it; and (c) whether the increase from 1 to 10 points reflects a change in how this criterion will be assessed?	The Contracting Authority confirms that answering "YES" denotes that the Tenderer refrains from including the specified elements. For full marks, complete absence of these features is required in the version made available to Dutch users; optional or separable features do not suffice. Scoring is binary rather than a 1–10 scale: answering "YES" in full compliance results in 10 points, while "NO" results in 0 points.
25	Question 17: Requirements marked after implementation - deadline for compliance	Column D of annex 4 is headed “the deadline by which the requirement must be met” and 35 of the 47 requirements state “After Implementation” in that column. Could the contracting authority confirm whether this denotes a deadline of the end of the implementation period, currently planned as the 29th of January 2027. For example, the language versions required by requirement 18, confirmation of the date by which the deliverable must be in place would assist tenderers in planning implementation.	Where Column D states “After Implementation”, this means that the requirement must be met by the end of the implementation period, which is currently scheduled for 29 January 2027.
26	Question 18: Requirements marked “After Implementation” - consequences for non compliance	Paragraph 4.4.1 of the descriptive document sets out the consequences where verification shows a tender does not comply: rejection in the case of a must have requirement and a downward adjustment of the score in the case of a scored requirement. That verification is planned for the 3rd of November 2026. A number of requirements including several award criteria are only checked during the maintenance and support phase after implementation. They also fall outside the 11 service levels to which the contractual penalties relate. Could the contracting authority confirm what consequences apply where a supplier is found, after implementation, not to comply with a must have requirement or not to deliver an award criterion for which points were awarded and whether those consequences are governed by the Draft Agreement at Annex 5 or by a separate mechanism?	If a supplier is found, after implementation, not to comply with a must have requirement or not to deliver an award criterion for which points were awarded, the Contracting Authority will assess the severity of the non-compliance. Based on the outcome of the said assessment the Contracting Authority will decide what consequences apply. A non-compliance may ultimately result in the Contracting Authority terminating the Agreement for cause. This could take the form of a recission for breach or an annulment due to mistake. The consequences of any non-compliance are governed by Section 5.2 of the Agreement and by the Contracting Authorities’ rights under Dutch law, i.e., Articles 6:228 (mistake) and 6:265 et seq (recission) Dutch Civil Code.
27	Question 19: Requirements marked “After Implementation” - procedure and consequences for non compliance	Can you explain what the procedure will be in case one or more requirements are not met after implementation? We would like to know if there is a threshold for second changes (which means that if for example less than 4 requirements are not met, the contractor gets some extra time to comply. But in case four or more requirements are not met, the contract is terminated?	There is no threshold for second chances in terms of numbers of requirements that are not met. In case one or more requirements are not met after implementation, a notice of default will be served upon the Supplier unless compliance with the relevant requirement is impossible/no longer possible. Pursuant to Section 5.2(a) of the Agreement the Supplier will have to cure its breach within 15 days after receiving such notice. The Contracting Authority may terminate the Agreement for cause if the Supplier fails to cure its breach within this period.

28	Question 20: Requirements marked “After Implementation” - procedure	Can you confirm that KSA will be transparent about the outcome of the assessment of complying with the requirements. The principle of equal treatment of competitors would be breached in case such transparency is not provided and KSA continues secretly to a contract with a contractor that does not comply. Moreover, if KSA is not transparent in such a situation, competitors are indirectly invited to promise more than they can fulfill.	If the Supplier is found, after implementation, not to comply with one or more requirements, the other former Tenderers will not be notified by the Contracting Authority of such non-compliance. However, the principle of equal treatment of competitors would not be breached in such a situation, as the Contracting Authority would then be forced to take appropriate (legal) measures ultimately leading to a termination of the Agreement with the Supplier and, possibly, the initiation of a new public procurement procedure. Therefore, there is no incentive for Tenderers to promise more than they can fulfil.
29	Question 21: Requirements testing	Could you explain the method of assessment of all the requirements that will be tested. The way such assessments are done, is key for the outcome and the judgement, i.e. because the requirements at stake could be interpreted in several ways. By prescribing the assessment method, it becomes clear what KSA demands as a result and how the requirements should be understood. Furthermore, it contributes to the equal treatment of competitors and the principle of transparency and prevents that retendering becomes necessary.	We will assess the relevant aspects in accordance with the descriptions and criteria set out in the applicable Requirements, based on the versions of the applications available in the Apple App Store and Google Play Store on 3 November 2026 (based on the current planning). If a Requirement is capable of being interpreted in more than one way, Tenderers are requested to raise this during the clarification round, as has already been done in the present round of questions.
30	Question 22: Requirement 25 — substantiation of the guaranteed availability percentage.	Requirement 25 is the largest single award criterion in Annex 4, at up to 20 points. The bidder response cell asks the Tenderer to "fill in your guaranteed availability percentage between 99.3 en 99.8%", and no explanation is requested in column I. By contrast, Requirement 17 awards a maximum of 8 points and expressly requires substantiation "with verifiable data from its existing service operations, such as the average blocklist update frequency over the preceding twelve months". Could the Contracting Authority confirm: (a) whether Tenderers are expected or permitted to substantiate the availability percentage they enter — for example with historical uptime records, third-party monitoring data or an availability report covering a defined preceding period — and whether such evidence would be taken into account; (b) how the percentage entered is assessed at the time of award, given that column E indicates the requirement is checked only during the maintenance and support phase; and (c) what consequence follows where a Supplier does not achieve the availability percentage for which points were awarded, beyond the contractual penalty under Requirements 39 and 40. Given that the availability committed at tender carries the highest weighting of any award criterion and is central to whether end-users remain protected, confirmation of how it is substantiated and enforced would assist Tenderers.	(a) This is not expected, but it is permitted, although such supporting evidence will not be taken into account in the assessment. (b) Please see our response to question 15. (c) Please see our responses to questions 26 till 28.