



[02/09/2026]

[CT2274/2026 - Services - Tender for the Implementation of a Fully Compliant European Digital Identity Wallet (EUDIW), Supporting Trust Ecosystem and use cases for the Malta Digital Innovation Authority (MDIA)]

Clarification Note # [16]

To all prospective bidders

Reference is made to the above-captioned tender for which the deadline for submission of offers is **[15/10/2026]** at **[09:30am]**.

Please find a set of clarifications which are construed to form an integral part of the tender document.

Question No. [01]: *Project Management*

CT2274_2026 - Tender document - Digital Identity Wallet, Section 2, Clause 18.2

Milestone 11 is shown to be executed within 12 months from signing of the Contract. Note that Milestone 10 and Milestone 12 have to be executed within 15 months from signing of Contract.

Is the execution date for Milestone 11 shown correct?

Answer No. [01]: Yes, it is correct as it reflects the complexity of the milestone.

Question No. [02]: *Request for deadline extension*

Dear Sir, Madam,

We would like to express our interest in participating in the Malta European Digital Identity Wallet (EUDIW) tender.

Having carefully reviewed the tender documentation, we would respectfully request an extension of the submission deadline. Developing a high-quality submission requires significant input and coordination across multiple departments and subject matter experts. Given the evaluation framework, which puts significant importance on the quality of our technical input, additional time

would help ensure a comprehensive and competitive proposal that fully addresses the tender requirements.

We would also like to note that the preparation period falls during the summer holiday season, when the availability of key contributors is reduced.

For these reasons, we kindly ask the Contracting Authority to consider extending the submission deadline and thank you in advance for your consideration.

Kind regards,

PS. I apologize if you are receiving this question twice, I got an error message before.

Answer No. [02]: Another extension was provided. Prospective bidders are to refer to Clarification Note 12, published as part of this tender.

Question No. [03]: *Request for Prolongation*

Dear Sir/Madam,

As a company considering participation in Tender CT2274/2026, we respectfully request an extension of the submission deadline by at least four (4) weeks.

The scope of the tender requires the assessment of technical, operational, legal and commercial aspects across several stakeholders. Given the limited timeframe available, particularly during the summer period, additional time would support the development of a more accurate and thoroughly evaluated proposal.

We believe that an extension would contribute to a more effective procurement process and enable economic operators to submit their best possible offers.

Thank you for your consideration.

Yours faithfully,

Answer No. [03]: Another extension was provided. Prospective bidders are to refer to Clarification Note 12, published as part of this tender.

Question No. [04]: *Section 2 (Special Conditions) — Intellectual and Industrial Property Rights*
Pages: 22, 23, 28–30, 43, 45, 46;

Clauses: Section 1, BPQR Criterion 2.8; Section 2, Articles 1.3(1), 14.5, 14.6, 14.7, 43.2, 45.1, 46.1

Query / Suggestion / Clarification:

The tender appears to reflect two differing approaches to intellectual property, and we respectfully seek confirmation of the Authority's intended position.

BPQR Criterion 2.8 invites confirmation of title in respect of Version 1 and the SCA Component only, as add-on criteria. Article 45.1 applies "unless full ownership of the Escrow Materials is granted", contemplating that full ownership may not always be granted. Article 46 secures orchestration independence, open interfaces and successor deployability through architectural attestation and independent verification, rather than through title. By contrast, Articles 1.3(1), 14.6 and 14.7 require assignment of title in all Bespoke Deliverables, including materials created through "material adaptation of pre-existing materials", and subject to a presumption that materials produced using contract-funded resources are Bespoke Deliverables.

We respectfully request that the Authority confirm which of the following is its objective:

- (a) transfer of legal title in the Solution components as such; or*
- (b) assurance of operational continuity, independence from the Contractor, and the unrestricted ability of the Authority, any transferee entity, any public body assigned an architectural component, and any successor contractor to deploy, operate, maintain, modify and evolve the Solution during and after the term.*

If the objective is (b), *we respectfully request confirmation that the Authority would consider amendments to Articles 1.3(1), 14.5, 14.6, 14.7 and 43.2 to achieve that objective through licensing, source code delivery, escrow and architectural verification in place of assignment. If so, we would welcome the opportunity to submit proposed drafting, and request that the Authority indicate the mechanism and timing for doing so.*

We raise this because the assignment provisions as drafted are unlikely to be capable of acceptance by suppliers of established, certifiable identity and trust service platforms, who deliver through preexisting software and are bound by third-party license terms that do not permit assignment, unrestricted modification or onward sublicensing. The field may therefore be limited to fully bespoke builds, which we respectfully submit would not serve the Authority's interests given the six-month deadline for Version 1, the twenty-one-month deadline for a certifiable Version 2, and the ongoing obligation to maintain conformance with the EUDI Regulation, its Implementing Acts and the ARF across the ninety-month term.

This request is submitted for clarification only and does not constitute a reservation or qualification in respect of any tender we may submit

Answer No. [04]: In relation to the title in respect of Version 1 and the SCA Component, Escrow requirements apply where full ownership is not granted to the Contracting Authority, as per BPQR Criteria 2.8 (a) and (b) respectively. In all other cases, title in IP is to be regulated as per Section 2, Article 14.7. The Contracting Authority has reviewed the suggestion made. However, Economic Operators are required to submit their offers on the basis of the tender documentation and clarifications issued by the Contracting Authority.

Question No. [05]: *CT2274_2026 - Tender document - Digital Identity Wallet, §4.2.3.11.1–§4.2.3.11.10*

Please clarify whether the Contractor is responsible for the operational management of the PKI, including certificate life cycle management, key ceremonies, CRL/OCSP operation and security monitoring throughout the maintenance period.

Answer No. [05]:

The operational activities necessary for the operation and maintenance of the PKI forming part of the Solution are within the Awarded Bidder's responsibilities throughout the duration of the contract.

As per Section 3, Clause 2.3 the results to be achieved by the Awarded Bidder include "The provision of operation and maintenance support of the solution in production stage at any particular instance". This includes the operational management of the PKI as part of the Solution.

As per Section 3, Clause 4.2.3.10.5 "The awarded bidder shall supply all the supporting documentation for the PKI" including but not limited to Certificate Policy (CP), Certification Practice Statement (CPS), Certificate Revocation List (CRL) Policy and Key Management Procedures.

Section 3, Clause 4.2.3.11.8 states that "The awarded bidder shall be responsible for the complete delivery of the Solution, encompassing its design, development, deployment, operation, and ongoing support. This commitment shall cover a period of seven (7) years from the date of commissioning of the Version 1."

As per Section 3, Clause 2.2 'Operate, Maintain and Support' includes ensuring "that the users have uninterrupted access to a secure and privacy-preserving application".

Question No. [06]: *CT2274_2026 - Tender document - Digital Identity Wallet, §4.2.3.10.5*

Please explain whether dedicated Certificate Authorities are required for the Wallet Provider, PID Provider, Registrar and WRPAC Provider, or whether a consolidated CA hierarchy is acceptable.

Answer No. [06]: As per Section 3, Clause 4.2.3.10.5 “for both CA type, issuing signing or WRPAC certificates”, “It is preferred that the bidder offers two distinct CAs for the two purposes even if there are commonalities in the technical requirements and standards to be followed, because they are ruled by two different CIRs on one hand and because the subscribers for each CAs are pretty different in nature, entailing different procedures (e.g. registration) and interfaces (e.g. connection to the Registers of WRP for the WRPAC CA).”

Question No. [07]: *CT2274_2026 - Tender document - Digital Identity Wallet, §4.2.3.10.5*

Please confirm whether the Root CA already exists and will be provided by MDIA/MITA, or whether it shall be designed, implemented and commissioned by the Contractor.

Answer No. [07]: The bidders shall ensure that the proposed CAs support both deployment options described in Section 4.2.3.10.5, namely that the CAs may be configured either as self-signed or signed by a National Root CA. The technical specifications in this Call for Tenders do not include the setting up of a new Root CA.

Question No. [08]: *CT2274_2026 - Tender document - Digital Identity Wallet, §4.2.3.10.5*

Please clarify the expected availability model for the PKI.

Answer No. [08]: The PKI forms an integral part of the Solution as defined in Section 4.1.4. Accordingly, it shall comply with the Service Level Requirements applicable to the Solution, as specified in Appendix III.

Question No. [09]: *Clarification Set 1*

I 5.C For Key Expert roles where the proposed individual is not currently authorised to practise the relevant profession in Malta, is submission of the Professionals Declaration Form sufficient at tender stage, with the formal authorisation to be obtained after contract award in accordance with the form?

I 5.C The Key Experts Form states that, "As applicable, Key Experts shall submit a filled-in Statement of Availability," whilst the Statement of Availability itself is marked "To be completed by each individual Key Expert if required."

Could the Contracting Authority please confirm whether a Statement of Availability is required for each of the seven proposed Key Experts as part of this procurement?

2.2 Is the Signature Creation Application considered in the tender aiming for rQES with current QES solution from Malta?

Is only remote QES being considered here?

Answer No. [09]:

1 5.C) The Bidder is to submit the required documentation related to the Key Experts as specified in Section 1, Article 5 (C)(ii) for each of the Key Experts nominated as part of the offer being submitted. Requirements for the key experts are specified in Section 3 Clause 6.1.1 Key Experts.

2.2) As per Section 3, Clause 2.1 “In the future, the solution may be upgraded to include the migration to a remote QSCD for qualified electronic signatures created by the EUDIW, and the use of certified Secure Elements as they become generally available on mobile devices. This third phase is not in scope of this contract, but as far as possible the investments in this contract will be re-used in the future.”

It is confirmed that the qualified electronic signature solution will depend on the eID Card.

Question No. [10]: *Clarification Set 2*

1. *4 4.2.3.11.1 The Terms of Reference require the Contractor to allocate up to 200 person-days to support certification activities. Are these person-days expected to be included within the fixed contract price, or will they be called off only if required by the Contracting Authority?*
2. *4 4.2.3.11.8 The support period is stated as seven years from commissioning of Version 1, whilst Version 2 is introduced later. Could the Contracting Authority confirm whether the seven-year support period commences from Version 1 commissioning or from the final acceptance of Version 2?*
3. *4 4.2.3.11.8 The Terms of Reference state that the Contracting Authority may request handover of Operations, Maintenance and/or Support. Could the Contracting Authority clarify the expected scope of this handover and whether knowledge transfer activities should be included within the tendered price?*
4. *4 4.2.3.10 Several requirements refer to "certification" of the Wallet Solution. Could the Contracting Authority clarify which certification scheme(s) are expected (for example EUCC, EUDI Certification Scheme, ENISA Candidate Scheme or another recognised framework)?*

5. *4.2.3.11.10 Appendix III specifies service levels, RPO/RTO and volumetrics. Could the Contracting Authority confirm whether these represent mandatory minimum requirements or forecast planning assumptions against which the solution should be dimensioned?*

Answer No. [10]:

1. The referenced person-days are part of the contract price as per financial bid and will be used as required by the Contracting Authority.
2. As per Section 3, Clause 4.2.3.11.8 “This commitment shall cover a period of seven (7) years from the date of commissioning of the Version 1.”
3. As per Section 3, Clause 4.2.3.11.8 “The Contracting Authority at its own discretion may request handing over of the Operation and/or Maintenance and/or Support of the Solution or part thereof.” The scope is to adapt to unforeseen justifiable national context changes throughout the duration of the contract that may impact the Solution or part thereof. Knowledge transfers should not be included in the financial bid. These would be discussed if and when required.
4. Wallet Version 2 will be subject to certification under the applicable Maltese EUDI Wallet certification arrangements. The detailed national certification scheme and the relevant conformity assessment arrangements are currently being finalised; accordingly, no specific certification body can be identified at this stage.
5. As per Appendix III, “The Solution in its entirety shall support a Recovery Point Objective (RPO) of 15 minutes and a Recovery Time Objective (RTO) of 2 hours.” More details can be found in the same Appendix. As per Appendix III, “These volumetric projections are intended to inform capacity planning and ensure the solution’s scalability and performance throughout its lifecycle.”

All other tender documents, conditions and requirements, which are not superseded by this clarification remain in place.

Department of Contracts