



[25/09/2026]

[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 # [29]

To all prospective bidders

Reference is made to the above-captioned tender for which the deadline for submission of offers is **[05/11/2026]** at **[09:30am]**.

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

Question No. [01]: *Requests for Clarification - Batch n°2 ****

Clarification Question	Reference Document / Section	Theme
Could the Contracting Authority kindly clarify whether the same network-attached HSM infrastructure may be used for both PKI certificate issuance functions and RWSCD/WSCD cryptographic functions, provided normal network HSM segregation functionality is maintained, or whether separate HSM instances / security domains are expected for these functions?	Tender Section 3 Clauses 4.2.2, 4.2.3.10.5, 4.2.3.11.10	HSM HW

Answer No. [01]: The HSM infrastructure supporting the RWSCD function shall remain completely separate from the HSM infrastructure supporting the PKI. This separation is clearly reflected in the architecture diagram (in Section 3, Clause 4.2.2) and further reinforced by the fact that the RWSCD and PKI components are addressed in distinct sections of the specification. Section 3, Clause 4.2.2 of the CfT also states that “The components related to PKI shall be physically segregated from the other components.” Finally, the same clause states that “The RWSCD shall utilise one or more Hardware Security Modules (HSM) to securely manage and protect cryptographic keys, including the PID secret key” recognising that multiple HSMs may be required to meet the required SLA commitments.

Question No. [02]: *Requests for Clarification - Batch n°2 ****

Clarification Question	Reference Document / Section	Theme
Could the Contracting Authority kindly clarify, for Version 1 while the backend is hosted on MITA's Off-Premise Hybrid Cloud Platform (Microsoft Azure), whether any constraints apply to the location and technical means used to protect signing or credential-related keys, including whether such keys must reside only in customer-controlled on-premises HSMs, customer-controlled Azure HSM/Key Vault services, or another approved key management solution?	Section 3 Clauses 4.2.1.1, 4.2.1.3.7, Appendix III, Schedule 1 Clause 5, Section 3 Clause 4.2.3.11.10	Version 1 key protection / hosting

Answer No. [02]: The backend functionality for Version 1 is to be hosted within MITA's Off-Premise Hybrid Cloud Platform (Microsoft Azure) in accordance with Section 3, Clause 4.2.1.1, which does not preclude customer-controlled Azure HSM/Key Vault services or another secure key management approach that complies with the security, regulatory and functional requirements of the tender.

Question No. [03]: *Requests for Clarification - Batch n°2 ****

Clarification Question	Reference Document / Section	Theme
Could the Contracting Authority kindly confirm whether the awarded bidder is required to support mobile devices and operating system versions that are no longer receiving security updates from the relevant platform vendor, or whether the Wallet Solution may restrict use on unsupported or end-of-security-support devices in order to meet the tender's security and compliance requirements?	Section 3 Clauses 4.2.1.3.7, 4.2.3.11.2, 4.3.4, Schedule 3 Clauses 03.13 and 03.26	Mobile device support policy

Answer No. [03]: The awarded bidder shall fulfil the “Integrity and Anti-Tampering Controls (Mobile Specific)” requirements in Section 3, Clause 4.2.1.3.7 which require risk assessments and a vulnerability management policy. The same clause states that “upon detection of tampering or suspicious behaviour, the application shall implement safe response mechanisms, such as shutting down sensitive functions, wiping session data, or logging security events for later analysis” to prevent “unauthorised modification, in line with the Cyber Resilience Act's requirement to protect the integrity of data, commands, programs and configuration”. The end of vendor support by itself does not establish that a device has been compromised. The assessment should also consider known vulnerabilities in line with Section 3, Clause 4.2.1.3.7.14, and the effectiveness of available security controls

Question No. [04]: *Requests for Clarification - Batch n°2 ****

Clarification Question	Reference Document / Section	Theme
Could the Contracting Authority kindly clarify the disaster recovery (DR) requirements applicable to the Solution, and in particular confirm whether a dedicated DR site is expected as part of the bidder's proposed hosting architecture, and if so, whether that DR site is expected to be maintained in a highly available / active-ready state or may be operated in a lower-cost standby configuration, provided the tender's RPO, RTO and overall service level requirements are achieved?	Section 3 Clause 4.2.3.11.10; Appendix III – Hosting and Service Level Requirements; Schedule 1 – Hosting Environment; Schedule 3 Clause 03.31	DR Config

Answer No. [04]: It is the bidder's responsibility to propose and implement an approach that satisfies the requirements of this clause. In relation to the overall architecture, the bidder remains fully responsible for ensuring that the proposed architecture complies with all requirements of the Call for Tender, including but not limited to dual data centre hosting, the service levels, and the prescribed RTO and RPO requirements.

Question No. [05]: *Requests for Clarification - Batch n°2 ****

Clarification Question	Reference Document / Section	Theme
Could the Contracting Authority kindly clarify whether any form of price revision, adjustment mechanism, or approved re-quotation may apply to the hardware and infrastructure pricing under Financial Bid Item 11, given that the corresponding infrastructure and supporting hardware are expected to be installed and configured only by Milestone 12, i.e. 15 months from contract signing, and that significant market price fluctuations may occur during that period?	Financial Bid Form Item 11; Section 2 Article 18.2 (Milestone 12); Section 2 Article 26.1; Section 2 Article 30.1	HW Pricing Fluctuations

Answer No. [05]: The Call for Tenders does not provide for any price revision, adjustment mechanism, re-quotation, or indexation in respect of Financial Bid Item 11.

Question No. [06]: *Requests for Clarification - Batch n°2 ****

Clarification Question	Reference Document / Section	Theme
On the Tender response tool, section Eligibility, section 1.4.1, it is mentioned that if subcontracting, the bidder is required to submit ESPD for the subcontractors, in the form of an attached file. In section 3.2.2, it is noted that for subcontractors that are relied upon for the performance of the contract, an ESPD must be submitted, and there is a reference to "Part II, Section C". However, in the ESPD form provided (.xml, and .pdf), Section II seems to be missing. Moreover, it appears that there is no field on the portal to fill-in the information from the subcontractors, but only a space to upload documents (1.4.1, and 1.4.2). 1. Could the Contracting Authority kindly clarify the intended process for subcontractors to fill in the ESPD form ? 2. Could the Contracting Authority kindly clarify the required information for subcontractors to fill in the ESPD form ?	ESPD_REQUEST_13926846	ESPD Response

Answer No. [06]:

1. The subcontractor shall complete the ESPD document available in the CfT Documents area and complete the ESPD, Part III – Exclusion Grounds. The completed ESPD shall then be uploaded by the bidder under Section 1.4.1 and 1.4.2 of the Tender Response Format. Section 3.2.2 is to be completed by the bidder to indicate the proportion/percentage of the contract intended to be subcontracted. Where the bidder relies on a subcontractor's capacity to satisfy a selection criterion, this reliance must also be declared in Part IV – Selection Criteria and the applicable supporting documentation submitted.

2. The subcontractor shall complete the ESPD, Part III – Exclusion Grounds. Where the bidder relies on the subcontractor's capacity to satisfy any selection criterion, the relevant information in Part IV – Selection Criteria must also be completed.

Question No. [07]: *Requests for Clarification - Batch n°2 ****

Clarification Question	Reference Document / Section	Theme
Could the Contracting Authority kindly confirm whether the Maltese eID card integration described in Section 3 Clause 4.2.2.2 is intended to rely solely on the tendered requirements explicitly stated (including PACE over NFC, CAN-based session establishment, secure messaging and Java Card applet interaction), or whether the bidder should also assume conformance to ICAO document / eMRTD technical model for implementation purposes?	Section 3 Clause 4.2.2.2	Card Compliance

Answer No. [07]: The Contracting Authority confirms that the integration requirements are limited to those expressly set out in the tender documentation. Accordingly, bidders should base their proposed solution on the specified requirements, including, but not limited to, PACE over NFC, CAN-based session establishment, secure messaging, and interaction with the relevant Java Card applets. Bidders are not required to comply with or implement the ICAO eMRTD model unless they consider it necessary to meet the specified functional and technical requirements as per published specifications of this tender.

Question No. [08]: *Requests for Clarification - Batch n°2 ****

Clarification Question	Reference Document / Section	Theme
Considering that the payment of import duties, taxes and customs clearance procedures may require the involvement of the consignee or a locally registered entity in the destination country, would the Contracting Authority accept a DAP delivery model, with the Contracting Authority assuming responsibility for import customs clearance and the payment of any applicable duties and taxes?	Section 1, Clause 1.2.	Incoterms

Answer No. [08]: The reference to Delivered Duty Paid (DDP) in Section 1, Clause 1.2 means that all costs necessary to deliver the contractual requirements in accordance with the applicable Incoterm, including where applicable transportation, importation, customs clearance, duties, delivery, installation and associated costs, shall be taken into consideration by the Economic Operator in its financial offer.

Question No. [09]: *Phase 1 clarifications*

For the phase 1 (Azure) deployment :

Clarification 1: *is it possible to have a dedicated subscription rather than dedicated resource groups?*

Clarification 2: *Can MITA provide a 3rd subnet for the development environment*

Clarification 3: *is the Azure environment already protected by WAF / CDN / DDoS protection*

Answer No. [09]: 1) & 2) There will be two subscriptions available, and segregation may also be achieved through the use of separate regions where appropriate. Schedule 1, Article 5 states that “On Azure Cloud each Resource Group will have access to two subnets”. The bids submitted should be in line with the requirements in the CfT. Bidders should base their proposals on the requirement that the staging environment be logically and physically separate from the development and production environments.

3) Bidders are to assume that the Azure environment is not protected by WAF/CDN/DDoS protection and shall be responsible for proposing a solution architecture that meets all applicable CFT requirements and that does not depend on the use of any existing perimeter network components. It is also the bidder's responsibility to propose and implement an approach that satisfies the requirements of this clause. In relation to the overall architecture, the bidder remains fully responsible for ensuring that the proposed architecture complies with all requirements of the Call for Tender, including but not limited to the service levels specified in the Call for Tender, and the prescribed RTO and RPO requirements in Schedule 1.

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

Department of Contracts