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| **IMPORTANT –** This template serves as a broad guideline on the considerations and terms of reference that normally would be required in software development services. Contracting Authorities are to include the relevant terms in Section 3 of the Specific Contract add any additional terms as required.  Fields highlighted in yellow are to be filled in/ removed accordingly and instruction notes highlighted n grey are to be removed prior to the issuing of the Specific Contract. |

**Baseline Terms of Reference Template**

***Background***

[include background information related to the software development services required, with references to any particular systems on which the services will be required]

***Business Need***

[define the business need for the software development services, including any resources required]

Malta operates within Central European Time (CET)/Central European Summer Time (CEST) Time zone (Local Time) and is 1 hour ahead of Coordinated Universal Time (UTC).

The Contracting Authority’s working hours are [08:00 and 17:00 local time.]

The Participant commits to provide the services requested and guarantee that its resources will work and be available during the Contracting Authority’s working hours, with flexibility of 1 hour before and after, during normal working days from Monday to Friday, with the sole exclusion of Maltese national and public holidays (as listed in https://www.gov.mt/en/About%20Malta/Pages/Public%20Holidays.aspx )

**Resources**

The Participant is required to allocate [insert number] of IT resources to work a minimum of [insert weekly hours] from contract commencement for up to [insert total contract term] [It is up to the Contracting Authority’s discretion to request an additional IT resource at any point in time during the contract term.]

The Participant’s resources are required to satisfy the following minimum skill requirements:

[include technologies and skills required by the resources being requested]

[Specify whether resources will be required to work onsite at all times, remotely or a combination of both indicating a minimum percentage during which resources must work onsite]

[The Participant commits that its resources will work remotely. The Participant also commits that its resources will work on-site for a definite period to carry out part of the services if issues arise and contract requirements cannot be met remotely, with a one (1) month prior written notice of such need by the Contracting Authority.

Or:

The Participant confirms that the allocated resources shall work from the Contracting Authority’s premises, at no additional cost, for at least [insert percentage] of their time throughout the duration of the contract.

The Participant acknowledges that this minimum percentage can be revised downwards at the sole discretion of the Contracting Authority, based on the quantity and nature of the work assignments scheduled. Any such revision shall not take place in the first six (6) months from the commencement date of the contract, and the Contractor shall receive two (2) weeks advance notice of the Contracting Authority’s intentions.]

***Objectives***

The Contractor shall deliver the service as defined below:

[list to be amended according to the scope of the Specific Contract]

1. [Requirements Analysis (includes also reviews of the current source code to extract business logic depicting the As-Is context)
2. Software Development (including the Design (To-Be) and actual development of source code)
3. Testing / Quality Assurance (may also include the development of automated tests in line with the Contracting Authority and the respective project team practices)
4. Compilation of any technical documentation as required throughout the Software Development Lifecycle (including depicting the “As-Is” and “To-Be” contexts using appropriate diagrams (e.g. class, sequence, use cases and activity diagrams or equivalent depending on what is being used as a standard within the Contracting Authority project team)
5. Provision of maintenance and support services such as (but not limited to) Corrective Maintenance (Incident Resolution such as bug fixes, data patches, maintenance & provisioning, etc.), Preventative Maintenance, and Adaptive Maintenance. Such work will only be carried out from Contracting Authority premises and the Contractor will never be granted access to Live and Test environments from outside the Contracting Authority’s premises.
6. Systems Integration
7. Migration of the current systems and infrastructure
8. Apart from the business knowledge transfer provided during the pre-operational period, the Contractor resources must learn what the solutions do, the logic behind the functionality and understand the requirements.
9. Attendance to meetings with Contracting Authority’s project teams and Contract Manager, as deemed necessary by the Contracting Authority. ]

***Roles & Responsibilities***

[include details of work approach:

* Any work plans to be drafted
* How tasks will be allocated to resources
* Assessment of tasks
* Any use of timesheets]

***Timelines***

[to include timeframes including any pre-operational period from contract effective date, availability of all/ some of the resources from commencement date of contract and total contract term]