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| Fields highlighted in **yellow** are to be filled in/ removed accordingly and instructions notes/optional requirements highlighted in **grey** are to be removed prior to the issuing the Specific Contract. **This text box is to be removed upon finalization of the Mandatory General Requirements.** |

**[Specific Contract Title] – [Reference Number]**

**Mandatory General Requirements (MR)**

**The Tenderer is to confirm acceptance of all these mandatory requirements by confirming in ePPS that he has examined, and accepts in full and in its entirety, the content of this Document (including any amendments made through subsequent Clarifications Notes issued by the Contracting Authority) without reservation or restriction. It is also understood that any disagreement, contradiction, alteration, condition or deviation shall lead to the tender offer not being considered any further.**

**It is also fully recognized and accepted that any false, inaccurate or incomplete information deliberately provided shall result in the tender offer not being considered any further.**

**Part 1 – Tendering Requirements**

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| **Reference** | **Mandatory General Requirements** |

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|  | The tenderer I am representing (“We”) has examined, and accept in full and in its entirety, the content of this Specific Contract (including subsequent Clarification Notes issued by the Central Government Authority (CGA)/ Sectoral Procurement Directorate (SPD)/Contracting Authority (CA) and the General Rules Governing Tenders. We hereby accept the contents thereto in their entirety, without reservation or restriction. We also understand that any disagreement, contradiction, alteration, deviation or omission shall lead to our offer not being considered any further. We offer to provide, in accordance with the terms of the Specific Contract (SC) and the conditions and time limits laid down, without reservation or restriction, the requirements of this SC. |
|  | We note that we take full responsibility to submit the electronic documentation required well before the tender submission deadline in order to avoid last minute upload restrictions. We agree that the Government of Malta will not be responsible for late submissions due to reasons outside its control, such as internet latency, service unavailability, online payment failure and internet access. |
|  | This tender submission is valid for a period of 90 days from the final date for submission of tenders. |
|  | We agree to abide by the ethics clauses of the General Rules Governing Tendering and, in particular, have no potential conflict of interests or any relation with other candidates or other parties in the tender procedure at the time of the submission of this application. We have no interest of any nature whatsoever in any other tender in this procedure. We recognise that our tender may be excluded if we propose key experts who have been involved in preparing this project or engage such personnel as advisors in the preparation of our tender. |
|  | We will inform the CGA/SPD/CA immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognise and accept that any false, inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts funded by the Government of Malta and the European Union. |
|  | We acknowledge that the CGA/SPD/CA shall request rectifications in respect of incomplete/non-submitted information pertinent to the documentation listed in the Instructions to Tenderers. We understand that such rectification/s must be submitted within five (5) working days, and is free of charge, and that failure to comply shall result in our offer not being considered any further. We acknowledge that the CGA/SPD/CA shall forward all communication related to this call for tenders to the user/s within our Organisation that have associated himself/themselves with this call for tenders. In this respect, we confirm that the contact details as detailed in [www.etenders.gov.mt](http://www.etenders.gov.mt) are correct. Particularly, the email address provided is active and its inbox constantly monitored. |
|  | In terms of Article 18 of the General Rules Governing Tenders, we note that the CGA/SPD/CA is not bound to proceed with this invitation to tender and that it reserves the right to cancel or award only part of the tender. The right is also reserved to initiate a new invitation to tender. It will incur no liability towards the Contracting Authority should it do so. |
|  | The provisions of this tender are without prejudice to the obligations of the CGA/SPD/CA in terms of the Freedom of Information Act (Cap. 496 of the Laws of Malta). The CGA/SPD/CA, prior to disclosure of any information to a third party in relation any provision of this tender, which has not yet been made public, shall consult the tenderer in accordance with the provisions of the said Act, pertinent subsidiary legislation and the Code of Practice issued pursuant to the Act. Such consultation shall in no way prejudice the obligations of the CGA/SPD/CA in terms of the Act. |
|  | I confirm that we are aware of the right of appeal as stipulated in the General Rules Governing Tenders. |

**Part 2 – Contracting Requirements**

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| **Reference** | **Mandatory General Requirements** |

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|  | The tenderer accepts the payment and invoicing terms as stipulated in Document B – Letter of Engagement. |
|  | The Tenderer accepts to comply with all the Terms and Conditions of the Contract defined within Document B – Letter of Engagement. |
|  | 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 (08:00 – 17:00 local time), 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> |
|  | The Participant commits to allocate [insert number] resources, each to work a minimum of [insert hours per week and total duration of contract or specify until the hours of the contract are utilised], who meet or exceed the minimum skills and competences requested in Section 3 (Terms of Reference) of this Specific Contract. The Participant also commits to replace any one or more of its resources should the Contracting Authority determine that such resource/s under-perform/s in accordance with the required skills and competences, as well as the tasks assigned. |
|  | The Participant is required to upload a filled-in Key Experts Form and the CV of the resources who will be assigned on this project. The Participant is required to clearly mark in **bold** where in the CV the minimum skills requirements are listed.  |
|  | The Participant commits that the allocated resources possess good communication skills with good command of the English language, both written and spoken. |
|  | To align with Terms of Reference in Specific Contract: 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. |
|  | The Participant commits to provide one contact person (not from the allocated resource pool) to occupy the role of a Contract / Project Manager, to oversee the successful delivery of all requested services and to liaise with the Contracting Authority.The Participant commits that meetings will be held remotely between the Participant Contract/Project Manager and the Contracting Authority’s Contract Manager and Project Managers. If contract requirements are not met, face-to-face meetings will be requested to which the Participant commits to attend to at no additional cost. |
|  | The Participant commits that the allocated resources on this Specific Contract, will attend meetings as requested by the Contracting Authority throughout the contract term in relation to the work assignments commissioned. Attendance to such meetings is part of the resources’ assignment work effort and not to be treated as an additional cost to the Contracting Authority. Meetings will be held remotely when the Contractor resources are working remotely. If Contractor resources are requested to work on-site, meetings may be held in person during such time. |
|  | The Participant commits that its resources will deliver the services as detailed in sub- Section 3 (Terms of Reference) of the Specific Contract. |
|  | The Participant commits to adhere to the work approach as detailed in Section 3 (Terms of Reference) of the Specific Contract.The Participant understands, accepts and commits that work to the resources will be allocated by the Contracting Authority. The Contracting Authority will do so at its discretion, included but not limited to, priorities and delivery dates of the allocated work assignments.The Participant commits to provide a detailed timesheet on the work carried out monthly by each resource throughout the contract duration. The timesheet template shall be provided by the Contracting Authority. |
|  | The Participant resources’ will be given access to infrastructure where the documentation and source-code reside. The Participant commits to check in any source-code the resources are working on, that is of good quality, consistent and easily maintainable, in the Contracting Authority’s version control tools during or on completion of the work assignments. Similarly, the Participant commits that any documentation maintained by his resources must be deposited in a pre-defined repository within the Contracting Authority’s infrastructure. |
|  | The Contracting Authority reserves the right to carry out source code and documentation reviews as needed even during the work assignment provided and not necessarily upon completion of the assignment. The Participant commits that changes required by the Contracting Authority stemming from negligence, carelessness or work delivered not in line with industry best practices, on the part of the Participant’s Resources, shall be carried out at no extra cost. |
|  | The Participant commits to provide the required hardware, licensed software and development tools as directed by the Contracting Authority to the resources allocated for this contract. [If applicable: The Contracting Authority shall provide licenses related to [insert name]] |
|  | The Contracting Authority reserves the right to perform audits and checks as deemed necessary on all activities performed by the Participant Resources. |
|  | The Tenderer agrees to the warranty conditions as detailed in Document B - Contract. |
|  | [If applicable] The Tenderer agrees to provide Maintenance Services from the Acceptance Date to meet or exceed the service levels as detailed in Document B- Contract. |
|  | The Tenderer confirms that all interfaces, manuals and documentation shall be provided in the English language. |

**Part 3 – Processing of Personal Data**

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| **Reference** | **Mandatory General Requirements** |
|  | The Tenderer confirms that further to the provisions of Articles 19 (Notification of Award, Contract Clarifications) and 22 (Data Protection and Freedom of Information) of the General Rules Governing Tenders, if, as part of the services, the Tenderer will be required to process personal data:* The Tenderer confirms that the Services rendered are to be fully compliant to Data Protection Legislation  which  includes the General Data Protection Regulation (EU) 2016/679 on the protection of natural persons with regard to the procession of personal data and on the free movement of such data (GDPR), the Data Protection Act (Cap 440),  the Electronic Communications Data Protection Directive 2002/58/EC, the Directive 2016/680 on the protection of natural persons with regard to the processing of personal data by competent authorities for the purposes of the prevention, investigation, detection or prosecution of criminal offences or the execution of criminal penalties, and on the free movement of such data (the “ Data Directive”),  and all applicable laws and regulations relating to processing of personal data and privacy.  The Tenderer shall comply with all the contractual obligations as listed in contract (Document B - Contract), particularly but not limitedly to the Data Processing Agreement.
* If the Tenderer is situated outside the European Economic Area, in a country which is considered as not offering an ‘adequate’ level of data protection by the European Commission (please refer to the URL:

<https://ec.europa.eu/info/law/law-topic/data-protection/data-transfers-outside-eu/adequacy-protection-personal-data-non-eu-countries_en>the following shall apply:The contract shall only be awarded to this Tenderer if it is determined that indeed personal data may be transferred to such third countries.  In such cases, the transfer of such personal data will only be possible if: (i) the controller or processor exporting the data has himself provided for “appropriate safeguards” (particularly through the endorsement of the standard contractual clauses as published by the European Commission); and (ii) on the condition that enforceable data subject rights and effective legal remedies are available in the given country.* The Tenderer shall submit all relevant documentation/declarations evidencing that it is indeed in a position to process personal data in line with the data protection legislation.
* The Contracting Authority reserves the right to request the Tenderer to provide it with any additional documentation and/or safeguards to verify that the Tenderer is indeed in a position to process data in line with the data protection legislation.
* Tenderers situated outside the EEA are to note that in case this contract involves data processing, the Contracting Authority will require the prior written authorization of the Data Controller to engage the tenderer as a processor of the Controller’s personal data, prior to tender award. The Contracting Authority cannot award the tender to any bidder unless the Controller provides it with such authorization.
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