
DRAFT SERVICE LEVEL AGREEMENT: REVIEW AND RETURN

1. Purpose

The draft Service Level Agreement for the Independent Socio-economic monitor (document SLA-GMA/004/26) is attached as **Annexure A**. It records the terms on which each successful bidder will be appointed. The GMA invites bidders to review it and to return their comments with their bid.

2. What bidders must do

2.1. Each bidder must:

- 2.1.1. read the draft SLA in full;
- 2.1.2. complete the Comments Schedule at **Annexure C** and return it with the bid response as a separate document, uploaded on TendaSwift under the returnable documents; and
- 2.1.3. sign the Declaration at **Annexure D**, confirming that the bid, including the pricing, has been prepared on the basis of the draft SLA as issued and that any comments are limited to those recorded in the Comments Schedule.

3. How to comment

- 3.1.1. Bidders must **not** amend, markup or retype the draft SLA. A marked-up copy of the SLA will be disregarded.
- 3.1.2. Each comment must give the clause number, the text it relates to, the issue, and the bidder's proposed alternative wording.
- 3.1.3. If a bidder has no comments, it must state "No comments" in the Comments Schedule and sign the Declaration. Silence will be treated as acceptance of the draft SLA as issued.
- 3.1.4. Bidders must state whether a comment affects their pricing. Any such effect must be reflected in the pricing submitted, and **no bidder may submit a conditional or alternative price.**

4. Status of comments

- 4.1.1. The draft SLA forms part of the bid documents. The total pricing and the bid response must be based on it.
- 4.1.2. The GMA is not obliged to accept any comment. Whether to amend the draft SLA is at the GMA's sole discretion.
- 4.1.3. Comments will **not** be scored and will not affect the evaluation of functionality, price or preference points.
- 4.1.4. The SLA will be concluded on the same terms with the successful bidder.
- 4.1.5. A comment that, in the GMA's opinion, qualifies, conditions or seeks to alter a material term of the SLA, or that seeks to alter the price, may result in the bid being declared non-responsive. Material terms include the fees and payment terms, intellectual property, confidentiality, liability, termination and data protection.
- 4.1.6. Nothing in this clause entitles a bidder to negotiate the SLA before or after the closing date, and the GMA will not enter into negotiations on the terms of the SLA.

ANNEXURE C
COMMENTS SCHEDULE ON THE DRAFT SERVICE LEVEL AGREEMENT

Bidder name	
Registration number	
Bid number	GMA/004/26

Complete one row per comment. Do not amend the draft SLA itself. If you have no comments, tick the box below and sign the Declaration at Annexure F. Add rows as required.

No.	SLA clause	Text referred to	Issue / reason for comment	Proposed alternative wording	Does this affect the bidder's pricing? (Yes / No)
1					
2					
3					
4					
5					

No.	SLA clause	Text referred to	Issue / reason for comment	Proposed alternative wording	Does this affect the bidder's pricing? (Yes / No)
6					

☐ The Bidder has no comments on the draft SLA.

ANNEXURE D
DECLARATION ON THE DRAFT SERVICE LEVEL AGREEMENT

I, _____, duly authorised by
_____ (the “Bidder”), confirm that:

1. the Bidder has read and understood the draft Service Level Agreement attached as Annexure A;
2. the Bidder’s bid, including all pricing, has been prepared on the basis of the draft SLA as issued;
3. the Bidder’s only comments on the draft SLA are those recorded in the Comments Schedule at Annexure C; and
4. the Bidder understands that the GMA is not obliged to accept any comment, and that, if appointed, the Bidder will be bound by the SLA as finalised by the GMA.

Signature	
Full name	
Capacity	
Date	
Bidder (company stamp, if any)	

