

SAFLII Note: Certain personal/private details of parties or witnesses have been redacted from this document in compliance with the law and [SAFLII Policy](#)

IN THE HIGH COURT OF SOUTH AFRICA
(GAUTENG DIVISION, PRETORIA)

Case No. 116349/2024

(1) REPORTABLE: ~~YES~~/NO

(2) OF INTEREST TO OTHER JUDGES: ~~YES~~/NO

(3) REVISED

DATE: **10 October 2025**

SIGNATURE:

In the matter between:

**GLOBELEQ-MAINSTREAM SOUTH AFRICA
RENEWABLE POWER (PTY) LTD**

APPLICANT

And

ABSA BANK LIMITED

FIRST RESPONDENT

**THE MINISTER OF MINERAL RESOURCES
AND ENERGY**

SECOND RESPONDENT

H1 CAPITAL (PTY) LTD

THIRD RESPONDENT

**AFRICAN RAINBOW ENERGY & POWER
(PTY) LTD**

FOURTH RESPONDENT

Coram: Millar J

Heard on: 5 September 2025

Delivered: 10 October 2025 - This judgment was handed down electronically by circulation to the parties' representatives by email, by being uploaded to the *CaseLines* system of the GD and by release to SAFLII. The date and time for hand-down is deemed to be 09H00 on 10 October 2025.

JUDGMENT

MILLAR J

- [1] On 28 October 2021 and pursuant to the issue of a “Request for Qualification and Proposals for New Generation Capacity under the REIP Procurement Programme” (the RFP) by the second respondent, the applicant (together with the third and fourth respondents), who had submitted proposals, were appointed as preferred bidders. This appointment was in respect of 12 renewable energy projects. Six of the projects were onshore wind projects and six were solar projects.
- [2] One of the requirements in terms of the RFP to confirm the preferred bidder status was that a bank guarantee equivalent to R200 000.00 was to be lodged in respect of each megawatt of capacity to be generated for each of the projects.
- [3] In compliance, the applicant on 10 November 2021 provided the second respondent with 12 guarantees, one for each of the projects. The value of the guarantees issued in respect of the six wind projects was R164.8 million and for

the six solar projects R90 million. The total value of all the guarantees issued by the first respondent (the applicants' bankers) was thus R254.8 million.

[4] The present application is brought for an order interdicting the first respondent from paying out the 12 guarantees. This follows upon the failure of the applicant to meet certain conditions necessary for the agreements between the parties to reach "commercial close".

[5] The applicant contends that in consequence, the validity of the guarantees expired. The second respondent holds the view that the guarantees had not expired and on 1 October 2024 informed the first respondent that it had terminated the preferred bidder status of the applicant for each of the 12 wind and solar projects. It called upon it to make payment in terms of each of the guarantees.

THE BANK GUARANTEES

[6] The RFP required that the applicant furnish bank guarantees in an amount equivalent to R200 000.00 (two hundred thousand) per megawatt of the contracted capacity for which the bid had been submitted and in respect of which preferred bidder status had been granted. The form and terms of the guarantee were prescribed by the second respondent in the RFP.¹

[7] The guarantees, once furnished, remain in place until either the expiration of the "*Bid Validity Period*" referred to in the RFP or "*Financial Close*" has been reached and subsequent performance as provided for has occurred.

¹ The RFP (Request for Proposals) provides that a "*Bid Guarantee*" is "*the guarantee which must be provided by the Bidder to the Department on or by a Bid Submission Date in the form provided in Appendix E (Form of Bid Guarantee) of Volume 1 Part 2 (Form of Bid Returnable Schedules) of the RFP, in order for the Bidder to be eligible to participate in the applicable Bid Submission Phase.*"

[8] The guarantees in their terms provide for a number of instances in which they may be called up. Relevant to the present matter is clause 1.8 which provides that they may be called up in circumstances where the status of the preferred bidder has *“been revoked for any reason.”*

[9] In the present application, the question to be determined is when the *“Bid Validity Period”* expired and whether the guarantees could be validly called up when they were.

[10] Each of the 12 guarantees provide, regarding the period for which it is valid, that:

“This Preferred Bidder Guarantee shall be valid and effective from the date of its issue until the earlier of (a) the expiry of the Bid Validity Period (as it may be extended in terms of the RFP); and (b) the later of the date of payment of the Development Fee in accordance with clause 2.1 of the Implementation Agreement, and the date on which the Preferred Bidder complies with the requirements of any protocol issued by the Department in relation to the submission to the Department of the computer model which is to be attached to the Implementation Agreement as Schedule 5 (Financial Model), following Financial Close, provided that once Financial Close has been reached on the Preferred Bidders Project, item (a) no longer applies and this Preferred Bidder Guarantee shall remain valid until the later of the events described in item (b) hereof.” (my underlining)

[11] Besides the terms of the guarantees themselves, the RFP provides that:

“26.3 Unless the Department has notified a Bidder or Preferred Bidder in terms of clause 26.4 that it intends calling on the Bid Guarantee or the

Preferred Bidder Guarantee, the Department will return a Bid Guarantee or Preferred Bidder Guarantee, as applicable within 15 (fifteen) Business Days of its expiry”.

and

“26.4.2 Without prejudice to any rights that a Preferred Bidder may have in law, the Department may call on a Bid Guarantee more than once (provided that the aggregate amount payable thereunder shall not exceed the maximum amount of the Bid Guarantee) without notice or legal process, if the Bidder:”

and

“26.4.2.8 is notified by the Department that its status as Preferred Bidder has been revoked for any reason.”

[12] It bears mentioning at this juncture that after the issue of the preferred bidder guarantees, what occurred in respect of the RFP relating to the solar projects differed from the onshore wind projects. I will return to this later in this judgment.

[13] The guarantees were issued on 11 November 2021 and the second respondent sought to call them up on 1 October 2024. The guarantees, as are readily apparent from their terms, were neither open ended nor indefinite in validity. Clause 4 of each of the guarantees defines a commencement date and a mechanism for determining the expiry date. Germane to this determination is the consideration of what was contemplated by the *“Bid Validity Period”* to determine whether the guarantees had expired by the time they were called up or not.

THE BID VALIDITY PERIOD

[14] The RFP provides that the “*Bid Validity Period*” is “*the period identified as the Bid Validity Period in clause 30 (Bid Validity and Extension of Bid Validity Period) of this Part A (General Requirements, Rules and Provisions) of the RFP*”

[15] Clause 30.3 of the RFP, relevant to the present matter in turn provides:

“On appointment as a Preferred Bidder, the Bid Validity Period will be deemed to have automatically been extended until Commercial Close, and all Bid Response responses must remain valid and binding for such period.”

[16] “*Commercial Close*” is defined in the RFP as “*the Effective Date as defined in the Implementation Agreement;*” and the “*Effective Date*” is in turn defined in the Implementation Agreement as the “*Signature Date.*”

[17] There are two further definitions found in the Implementation Agreement which are of relevance in determining the “*Bid Validity Period.*” These are the definition of “*Commercial Close*” and “*Commercial Close Period*” and clause 3.1.1 of the Implementation Agreement.

[18] These are:

“Commercial Close” means the date on which the last of the suspensive conditions referred to in clause 3.1 (Suspensive Conditions, Adjustment or Energy Rates and Term) of this Agreement is fulfilled, being on or before the expiry of the Commercial Close Period;”

and

“Commercial Close Period” means a period of one hundred and twenty (120) days from Signature Date, as may be amended in accordance with the provisions of the Implementation Agreement from time to time;”

and in clause 3.1.1

“Save for the provisions of this clause 3 (Suspensive Conditions, Adjustment of Energy Rates and Term), clause 1 (Definitions and Interpretation), clause 9 (Notices), clause 15 (Assignment), clause 19 (Dispute Resolution), clause 20 (Liability), clause 0 [sic] (Confidentiality), clause 0 [sic] (Governing Law and Jurisdiction), clause 23 (Notices), clause 24 (Warranties) and clause 25 (Miscellaneous), which shall be of immediate force and effect, this Agreement is subject to the fulfilment of the following suspensive conditions, on or before the expiry of the Commercial Close Period.” (my underlining)

[19] Regarding the suspensive conditions referred to in the Implementation Agreement, besides clause 3.1.1 referred to above, clauses 3.3.1 and 3.3.2 specifically provide that:

“3.3.1 If this Agreement does not become unconditional on or before the expiry of the Commercial Close Period then:

3.3.1.1 this Agreement shall no longer be of any force or effect between the Parties;

and

3.3.1.2 *save as aforesaid, neither Party shall have any claim against the other arising from the non-fulfilment of the suspensive conditions referred to in clause 3.1.*

3.3.2 *The suspensive conditions referred to in clause 3.1 are not capable of fictional fulfilment and may not be waived by either Party.”*

[20] I turn now to the respective projects and the circumstances under which the guarantees in each of those projects were called up.

THE SOLAR PROJECTS AND THE CALLING UP OF THE GUARANTEES

[21] After the issue of the guarantees in the sum of R90 million, the applicant and the second respondent entered into Implementation Agreements in respect of the solar projects. The Implementation Agreements were entered into on 8 December 2022 and were subject to certain suspensive conditions.

[22] In terms of the Implementation Agreements, the suspensive conditions were to be fulfilled within 120 days. This period would expire on 7 April 2023 and would be the date of “*Commercial Close*.”

[23] On the eve of the expiry of this period, the applicant sought and was granted by the second respondent, on 6 April 2023, an extension to 30 June 2023. This extension not only afforded further time for the applicant to fulfil the suspensive conditions but also extended the date for “*Commercial Close*” to 30 June 2023.

- [24] By 24 May 2023, it had become apparent to the applicant that it was unlikely that it would fulfil the suspensive conditions before Commercial Close on 30 June 2023 and accordingly, the first respondent was informed of this.
- [25] Correspondence was exchanged on the issue with the second respondent taking the view, in a letter dated 19 June 2023 to the applicant, that it would “*await and see*” if the applicant “*will be able to resolve its challenges and meet the timelines for Commercial Close.*” It also informed the applicant that it would *inter alia* consider, if the applicant failed to reach commercial close, terminating its status as a preferred bidder and calling up the guarantees.
- [26] On 26 June 2023, the applicant again wrote to the department and reiterated that it would not reach “Commercial Close” by 30 June 2023 and sought clarity from the department on the process it would follow regarding the guarantees. It also indicated that it was awaiting legal advice on this aspect.
- [27] On 29 June 2023, the applicants wrote to the department and informed it that in its view the “Bid Validity Period” had lapsed and that accordingly the guarantees too had lapsed. It requested the return of the guarantees.
- [28] The suspensive conditions were not fulfilled by 30 June 2023 and on 11 July 2023 the department informed the applicant that it intended to call up the guarantees. It invited the applicant to make submissions to it under the Promotion of Administrative Justice Act (PAJA)² as to why it should not do so. Submissions were made but these yielded no positive outcome for the applicant.

² 3 of 2000.

- [29] On 2 April 2024 the department withdrew the applicants preferred bidder status. On 1 October 2024 the department then wrote to ABSA formally calling upon it to make payment of the guarantees. The reason given was that the “*Department informed the Preferred Bidder that its status as a Preferred Bidder has been terminated.*” This accorded with the guarantees which provided in clause 1.8 that they could be called up in the event that the applicants status as a preferred bidder “*has been revoked for any reason.*”

THE ONSHORE WIND PROJECTS AND THE CALLING UP OF THE GUARANTEES

- [30] After the issue of the guarantees for R164.8 million, it is common cause that the applicant and the second respondent did not enter into an Implementation Agreement. From November 2022 the applicant had sought to withdraw from the wind projects. For this reason, no Implementation Agreement was ever concluded, and it was not possible for the parties to determine a date for “Commercial Close” in respect of these projects with reference to the provisions of clause 4 of the guarantees.

- [31] The contractual relationship in respect of the onshore wind projects was, accordingly, governed solely by the RFP. On 5 April 2023, the department informed the applicant that it was considering calling up the guarantees and invited it to make submissions in terms of PAJA. Submissions were made but these yielded no positive outcome for the applicant and on 2 April 2024 its preferred bidder status for the onshore wind projects was withdrawn and thereafter on 1 October 2024, the guarantees called up.

WERE THE GUARANTEES EXTANT WHEN THEY WERE CALLED UP?

- [32] When the guarantees were called up, what was intended to be conveyed was that the applicants preferred bidder status had come to an end. There was some debate about the use of the word “terminate” by the department with reference to the preferred bidder status in the letter calling up the guarantees as against the term “revoked” used in the clause 1.8 of the guarantees. In the present context these are synonyms for each other and mean one and the same thing. Additionally, the applicant took the point that it was not the department who had called up the guarantees as required by it. The high water mark of the argument of this point was that the letter that had been sent to ABSA calling up the guarantee on 1 October 2024, although written on the letterhead of the department and reflecting that it had been signed on behalf of the department, was signed by a person employed as a project officer in the IPP procurement programme.
- [33] The guarantees in their terms require that the department call up the guarantee and on a plain reading of the letter doing so, this was clearly done on behalf of the department. The description of the functionary who signed the letter is superfluous and does not in any way detract from the fact that the demand for payment of the guarantees was made on behalf of the department and for its benefit. For this reason, this point lacks merit and is to my mind of no moment.
- [34] Turning now to the the nature of the guarantees, in *Joint Venture Aveng (Africa) (Pty) Ltd / Strabag International GMBH v South African National Roads Agency SOC LTD*,³ it was held that:

“[7] Before I consider the Joint Venture's submissions before us, it is necessary to restate our jurisprudence on the nature and effect of letters of credit (which applies equally to performance guarantees). Our law is

³ 2021 (2) SA 137 (SCA) at paras [7] – [9].

well settled, and firmly recognises the autonomy principle, i.e. the autonomy of the performance guarantee from the underlying contract. The principle is best expressed in the oft-quoted passage from Lord Denning MR's speech in *Edward Owen*:

'A bank which gives a performance guarantee must honour that guarantee according to its terms. It is not concerned in the least with the relations between the supplier and the customer; nor with the question whether the supplier has performed his contracted obligation or not; nor with the question whether the supplier is in default or not. The bank must pay according to its guarantee, on demand if so stipulated, without proof or conditions. The only exception is where there is a clear fraud of which the bank has notice.'

[8] Thus, in *Loomcraft*, with reference to *Edward Owen* and other decisions, Scott AJA explained at 815G – J:

'The unique value of a documentary credit, therefore, is that whatever disputes may subsequently arise between the issuing bank's customer (the buyer) and the beneficiary under the credit (the seller) in relation to the performance or, for that matter, even the existence of the underlying contract, by issuing or confirming the credit, the bank undertakes to pay the beneficiary provided only that the conditions specified in the credit are met. The liability of the bank to the beneficiary to honour the credit arises upon presentment to the bank of the documents specified in the credit, including typically a set of bills of lading, which on their face conform strictly to the requirements of the credit. In the event of the documents specified in the credit being so presented, the bank will escape liability only upon proof of fraud on the part of the beneficiary.'

[9] *Loomcraft* was followed in a long line of decisions, which have consistently recognised the autonomy principle. The Joint Venture accepted this principle. However, it submitted that our law should be developed to recognise an exception, so that, where the underlying

contract restricts or qualifies a beneficiary's right to call up the guarantee, a contractor is entitled to interdict a beneficiary from doing so until the conditions in the underlying agreement have been met (the underlying contract exception). As I have already said, the Joint Venture asserted that the proposed exception would apply to the performance guarantee currently before us.” (footnotes omitted and my underlining)

[35] In *Minister of Transport & Public Works, Western Cape & Another v Zanbuild Construction (Pty) Ltd & Another*⁴ it was held:

“[13] In the parlance of the English authorities the dispute can be usefully paraphrased as being whether the guarantees are 'conditional bonds' (as suggested by Zanbuild) or 'on demand bonds' (as suggested by the department). The essential difference between the two, as appears from these authorities, is that a claimant under a conditional bond is required at least to allege and — depending on the terms of the bond — sometimes also to establish liability on the part of the contractor for the same amount. An 'on demand' bond, also referred to as a 'call bond', on the other hand, requires no allegation of liability on the part of the contractor under the construction contracts. All that is required for payment is a demand by the claimant, stated to be on the basis of the event specified in the bond.

[14] Our law is familiar with the distinction. In *Dormell Properties 282 CC v Renasa Insurance Co Ltd and Others NNO*; and *Lombard Insurance Co Ltd v Landmark Holdings (Pty) Ltd and Others*, for example, the construction guarantees involved were construed by this court as 'on demand' bonds, while in *Basil Read (Pty) Ltd v Beta Hotels (Pty) Ltd and Others* the guarantee was interpreted to create conditional liability akin to that of a surety. In English law, as in our law, it is accepted that the

⁴ 2011 (5) SA 528 (SCA) at paras [13] – [14].

question whether the guarantee under consideration constitutes the one or the other is dependent on the interpretation of the terms of that guarantee.

[15] *As support for its contention that the guarantees under consideration constitute 'on demand' or 'call' guarantees, the department relied on the statement in Lombard Insurance that:*

'The guarantee by Lombard is not unlike irrevocable letters of credit issued by banks and used in international trade, the essential feature of which is the establishment of a contractual obligation on the part of a bank to pay the beneficiary (seller). This obligation is wholly independent of the underlying contract of sale and assures the seller of payment of the purchase price before he or she parts with the goods being sold. Whatever disputes may subsequently arise between buyer and seller is of no moment insofar as the bank's obligation is concerned. . . . The bank undertakes to pay provided only that the conditions specified in the credit are met. The only basis upon which the bank can escape liability is proof of fraud on the part of the beneficiary.'
(footnotes omitted and my underlining)

[36] It is clear that each of the guarantees was in its terms a separate undertaking by ABSA to make payment upon the happening of a specified event for so long as the guarantees had not lapsed.

[37] In the present matter, different considerations arise in regard to whether, properly construed the guarantees issued in respect of each of the solar and onshore wind projects had all lapsed by the time ABSA was called upon to honour them on 1 October 2024.

- [38] In the case of the solar projects, the question arises whether the guarantees lapsed on 30 June 2023 and in respect of the onshore wind projects, whether they lapsed when it became apparent that no Implementation Agreements would be entered into?
- [39] The RFP, the guarantees issued in terms of it and the subsequent Implementation Agreement/s are part of a contractual scheme entered into between the parties directed toward the realisation of the solar and onshore wind projects.
- [40] In the case of the RFP, this was the first step, the provision of the guarantees being a prerequisite to the further step of entering into an Implementation Agreement. It is through this lens that the determination of whether the guarantees were extant when called up must be decided⁵.
- [41] In respect of the solar projects, once the implementation agreements had been entered into, the entirety of the contractual arrangements between the parties was then governed by each of the agreements but considered sequentially. In this regard, while the RFP did not contain a specific date for the determination of the Bid Validity Period as provided for in clause 4 of the guarantees, this fell to be reckoned having regard to the terms of the Implementation Agreement and the reaching of Commercial Close as defined therein. The Implementation Agreement introduced further contractual provisions which did not appear

⁵ *Capitec Bank Holdings Ltd and Another v Coral Lagoon Investments 194 (Pty) Ltd and Others* 2022 (1) SA 100 (SCA) at [25] *"It is the language used, understood in the context in which it is used, and having regard to the purpose of the provision that constitutes the unitary exercise of interpretation. I would only add that the triad of text, context and purpose should not be used in a mechanical fashion. It is the relationship between the words used, the concepts expressed by those words and the place of the contested provision within the scheme of the agreement (or instrument) as a whole that constitute the enterprise by recourse to which a coherent and salient interpretation is determined."* See also *South African Nursing Council v Khanyisa Nursing School (Pty) Ltd and Another* 2024 (1) SA 103 (SCA) at para [15].

(although they were contemplated) in the RFP and these were in respect of the suspensive conditions to which the Implementation Agreement was subject.

[42] Of significance is clause 3.3.1.2 of the Implementation Agreement, which pertinently provides that neither party would have any claim against the other arising from the non-fulfilment of the suspensive conditions to which the Implementation Agreement was subject.

[43] The effect of this, in regard to the solar projects, is that once the suspensive conditions were not fulfilled by 30 June 2023, which was the Commercial Close Period, the department no longer had any “claim” arising out of the non-fulfilment of the suspensive conditions. Put differently, once the applicant had entered into the RFP, furnished the guarantees and followed the process, set out in the RFP until Commercial Close, the provisions of clause 3.3.1.2 of the Implementation Agreement became applicable and the Bid Validity Period came to an end.

[44] Once the Bid Validity Period in respect of the solar projects came to an end on 30 June 2023, the guarantees were no longer valid and were now defunct. It was not open for the department, as it had done, to wait until after the expiry of the Bid Validity Period before it decided to call up the guarantees.

[45] The guarantees could only be called up while they were valid. If one has regard to the letter from the department dated 19 June 2023, it is undoubted that they were aware of this. In choosing to “wait and see” in circumstances where in order to call up the guarantees, having been informed by the applicant that the suspensive conditions would not be fulfilled, it did so advertantly.

[46] The terms of the guarantees make it plain that until the expiry of the Bid Validity Period in respect of the solar projects, the department was at liberty to invoke

the provisions of one or more of the terms of the guarantee to call up payment. In this regard, they were quite entitled in terms of clause 1.8 to revoke the applicant's status as a preferred bidder "*for any reason.*"

[47] The only rider to them doing so and being able to call upon ABSA to honour the guarantees was that the guarantees in their terms were required to be valid. Having entered into an Implementation Agreement, the contractually agreed method for the determination of the Bid Validity Period could be exercised. In these circumstances, I find that the Bid Validity Period, as provided for in clause 4 of the guarantees expired on 30 June 2023 and that the guarantees in respect of the solar projects expired then in consequence thereof. The failure to call up these guarantees on or before 30 June 2023 is my mind dispositive of the matter in respect of the solar projects and for these reasons, I intend to grant the interdict sought in respect of the guarantees for the solar projects.

[48] In regard to the onshore wind projects, the position is somewhat different. Since no Implementation Agreement was entered into in respect of these projects, the entirety of the contractual relationship between the applicant and the department is governed by the RFP. The guarantees were issued in accordance with the provisions of the RFP.

[49] Clause 4 of the guarantee provides that the guarantee is valid from the date of its issue until the "earlier" of either the expiry of the Bid Validity Period or "the later" compliance with a valid Implementation Agreement. The guarantees in respect of the onshore wind projects were valid from the date of issue until the expiry of either the Bid Validity period or compliance with the Implementation Agreement.

[50] In other words, the guarantees in respect of the onshore wind projects remain valid until either the Bid Validity period expires or there has been compliance

with provisions of a valid implementation agreement. Having regard to the fact that the RFP defers the determination of the Bid Validity Period to the reaching of either Commercial Close of the Implementation Agreement or compliance with the Implementation Agreement, it follows that the guarantees for the onshore wind projects, until such time as the parties have entered into an Implementation Agreement, remain valid.

[51] Since it is not in issue that no Implementation Agreement was ever entered into in respect of any of the onshore wind projects, neither of the two events which represent the date of lapsing of guarantees for these projects has been reached. Accordingly, the guarantees in respect of the onshore wind projects remain extant and valid and were so when the guarantees for them were called up. It is for this reason that I intend to refuse the orders sought in respect of the interdict to prevent ABSA from paying out on the guarantees in respect of the onshore wind projects.

[52] Since the applicant has been substantially successful, the costs will follow the result. Given the nature, complexity and importance of the matter to the applicant, I intend to order that the costs of counsel be taxed on scale C.

[53] In the circumstances it is ordered:

[53.1] The first respondent, ABSA Bank Limited is interdicted from making payment of the guarantees issued by it under the following references:

[53.1.1] Bid Guarantee No. 0[...]

[53.1.2] Bid Guarantee No. 0[...]

[53.1.3] Bid Guarantee No. 0[...]

[53.1.4] Bid Guarantee No. 0[...]

[53.1.5] Bid Guarantee No. 0[...]

[53.1.6] Bid Guarantee No. 0[...]

[53.2] The second respondent is ordered to pay the costs of the application on the scale as between party and party. The costs of counsel are to be taxed on scale C.

A MILLAR

**JUDGE OF THE HIGH COURT
GAUTENG DIVISION, PRETORIA**

HEARD ON:

5 SEPTEMBER 2025

JUDGMENT DELIVERED ON:

10 OCTOBER 2025

COUNSEL FOR THE APPLICANT:

ADV. W PYE SC

INSTRUCTED BY:

FASKEN

REFERENCE:

MS. T SICILIANO/MS. J RAJPAL

COUNSEL FOR THE SECOND RESPONDENT:

ADV. N MAENETJE SC

ADV. P SOKHELA

INSTRUCTED BY:

LEDWABA MAZWAI INC

REFERENCE:

MR. M LEDWABA

THE FIRST RESPONDENT ABIDES THE DECISION OF THE COURT

THERE WAS NO APPEARANCE FOR THE THIRD AND FOURTH RESPONDENTS