

**Bid Response Form**

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*[name of entity, company, consortium, close corporation or partnership]*

of *[full address]*

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carrying on business trading/operating as represented by

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in my capacity as

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being duly authorised thereto by a Resolution of the Board of Directors or Members or Certificate of Partners, as per Annexure N (*Resolution of Board of Directors*) of this RFP (a certified copy of which is annexed hereto) hereby offer to undertake the Project at the prices determined in terms of Part III (*Evaluation Criteria*) of this RFP).

1. We agree to be bound by those conditions in TNPA's:
  - 1.1. terms of this RFP; and
  - 1.2. any other standard or special conditions mentioned and or embodied in this RFP or Terminal Operator Agreement.
2. We accept that unless TNPA should otherwise decide and so inform us in the letter of appointment, our Bid Response (and, if any, its covering letter and any subsequent exchange of

correspondence), together with TNPA's acceptance thereof shall constitute a binding contract between TNPA and us.

3. Should TNPA decide that the Terminal Operator Agreement should be negotiated and entered into with us, this Bid Response (and, if any, its covering letter and any subsequent exchange of correspondence) together with TNPA's letter of appointment, shall constitute a binding contract between TNPA and us until the formal contract is signed.
4. We further agree that if, after we have been notified of the acceptance of Bid Response, we fail to enter into the Terminal Operator Agreement, or fail to commence the provision of services within 24 (twenty four) months thereafter, TNPA may, without prejudice to any other legal remedy which it may have, recover from us any expense to which it may have been put in calling for Bid Responses afresh and or having to accept any less favourable Bid Response.
5. We accept that the Terminal Operator Agreement resulting from this offer will be for a period of 25 (twenty-five) years only. In addition, we agree that non-compliance with any of the material terms of the RFP, including those mentioned above, will constitute a material breach of the Terminal Operator Agreement and provide TNPA with cause for cancellation

6. ADDRESSES FOR NOTICES

6.1. The law of the Republic of South Africa shall govern any contract created by the acceptance of this RFP. The domicilium citandi et executandi shall be a place in the Republic of South Africa to be specified by the Bidder hereunder, at which all legal documents may be served on the Bidder who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. Foreign Bidders shall, therefore, state hereunder the name of their authorised representative in the Republic of South Africa who has the power of attorney to sign the Terminal Operator Agreement which may have to be entered into in the event of their Bid Response being accepted and to act on their behalf in all matters relating to such Terminal Operator Agreement.

6.2. Bidder to indicate the details of its domicilium citandi et executandi hereunder:

Name of Entity:

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Facsimile:

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Address:

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7. NOTIFICATION OF AWARD OF RFP

7.1. As soon as possible after approval to award the appointment of the Preferred Bidder, the Preferred Bidder will be informed of the acceptance of its Bid Response. Unsuccessful Bidders will be advised in writing of the name of the Preferred Bidder and the reason as to why their Bid Responses have been unsuccessful, for example, in the category of administrative responsiveness, technical criteria, B-BBEE status or for any other reason.

8. VALIDITY PERIOD

8.1. TNPA requires a validity period of 365 (three hundred and sixty five) calendar days from the Bid Submission Date against this RFP.



10. CONFIDENTIALITY

10.1. All information related to this RFP is to be treated with strict confidence. In this regard Bidders are required to complete and return a signed copy of Annexure P (*Certificate of Acquaintance with RFP Documents*) with Annexure M (*Non-Disclosure Agreement*) annexed to this RFP. All information related to the Terminal Operator Agreement, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the services, which is either directly or indirectly related to TNPA's business, written approval to divulge such information must be obtained from TNPA.

11. DISCLOSURE OF THE CONCESSION TENDERED

11.1. Bidders must indicate below whether TNPA may disclose their tendered concession and conditions to other Bidders:

YES	
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NO	
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12. RETURNABLE DOCUMENTS

12.1. All sections, must be signed, stamped and dated by the Bidder. Bid Returnable Documents means all the documents, sections and Annexures, as listed in the tables below.

12.2. Mandatory Returnable Documents

***Failure to provide all mandatory Returnable Documents at the closing date and time of this tender will result in a Bidder's disqualification. Bidders are therefore urged to ensure that all these documents are returned with their Bid Responses.***

Please confirm submission of the mandatory Returnable Documents detailed below by so indicating [Yes or No] in the table below:

MANDATORY RETURNABLE DOCUMENTS	RFP REFERENCE	SUBMITTED [Yes or No]
Concession Fee Offer	Clause 15 and 67.1.2	

12.3. Essential Returnable Documents

Bidders are further required to submit with their Bid Responses the following essential Returnable Documents as detailed below.

***Failure to provide all essential Returnable Documents may result in a Bidder's disqualification at TNPA's sole discretion. Bidders are therefore urged to ensure that all these documents are returned with their Bid Responses.***

Please confirm submission of these essential Returnable Documents by so indicating [Yes or No] in the table below.

Full responses and documentation in respect of each qualification criterion in Part II of the RFP, including the following:

ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	RFP REFERENCE	SUBMITTED [Yes or No]
<b>1. Financial Capability</b>		
1.1 Profitability EBITDA		
1.2 Past experience in raising capital		
1.3 Operational Costs (Projected)		
1.4 Operational Revenue (Projected)		
1.5 Key Financial Indicators (Projected)		
1.6 Key Financial Ratios (Projected)		
<b>2. Stage 1 Functionality</b>		
2.1 Previous Experience		
2.2 Throughput Volumes		
2.3 SHE Requirements		
<b>3. Business Case</b>		
3.1 Market and Sustainability Analysis		
3.2 Operating Model		
3.3 Project Schedule		
3.4 Concept Design		
3.5 Proposed funding model		
<b>4. Stage 2 Preference</b>		
4.1 B-BBEE (Preference)		
<b>5. A Mark-up of the Terminal Operator Agreement</b>		

ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	RFP REFERENCE	SUBMITTED [Yes or No]
ANNEXURES	RFP REFERENCE	SUBMITTED [Yes or No]
Annexure A ( <i>Bid Notice</i> )		
Annexure K ( <i>Bid Response Form</i> )		
Annexure L ( <i>TNPA Declaration of Bidder</i> )		
Annexure M ( <i>Non-Disclosure Agreement</i> )		
Annexure N ( <i>Resolution of Board of Directors</i> )		
Annexure O ( <i>Resolution of Each Member</i> )		
Annexure P ( <i>Certificate of Acquaintance with the RFP Documents</i> )		
Annexure Q ( <i>Declaration of Interest</i> )		
Annexure R ( <i>Tax Clearance Requirements</i> )		
Annexure S ( <i>Certificate of Acquaintance with the Requirements of the RFP</i> )		
Annexure T ( <i>Certificate of Acquaintance with Conditions of Contract with TNPA</i> )		
Annexure U ( <i>Breach of Law Form</i> )		
Annexure W ( <i>Supplier Integrity Pact</i> )		
Annexure Y ( <i>Standard RFP Response Form: Information about Bidder</i> )		
Annexure Z ( <i>Lenders Support Letter</i> )		
Annexure AA ( <i>Financial Support Letter</i> )		
Annexure BB ( <i>B-BBEE Verification Certificate</i> )		



ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	RFP REFERENCE	SUBMITTED [Yes or No]
Annexure CC ( <i>Business Case</i> )		
Annexure DD ( <i>Concession fee Offer</i> )		
Annexure EE ( <i>TNPA Tariff Methodology</i> )		
Annexure FF ( <i>How to access and register tenders</i> )		
Annexure GG (Additional Information on Green Hydrogen)		
Annexure HH ( <i>Terminal Operator Agreement</i> )		

### 13. CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

13.1. The Preferred Bidder will be required to ensure the validity of all returnable documents, including but not limited to its Tax Clearance Certificate and valid B-BBEE verification certificate, for the duration of any contract emanating from this RFP. Should the Preferred Bidder be awarded the Terminal Operator Agreement and fail to present TNPA with such renewals as and when they become due, TNPA shall be entitled, in addition to any other rights and remedies that it may have in terms of the Terminal Operator Agreement, to terminate such Terminal Operator Agreement forthwith without any liability and without prejudice to any claims which TNPA may have for damages against the Bidder.

13.2. By signing these RFP documents, the Bidder is deemed to acknowledge that it has made itself thoroughly familiar with all the conditions governing this RFP, including those contained in any printed form stated to form part hereof, and TNPA will recognise no claim for relief based on an allegation that the Bidder overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered concession or otherwise.

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2 \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

\_\_\_\_\_

NAME: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_