	INVITATION TO TENDER – TERM SERVICES CONTRACT	Unique Identifier	240-55149828
		Revision	1
		Revision Date	October 2015
		Group technology & Commercial Division	



SUPPLIER EVALUATION PACK1


¹ To be used in conjunction with the Labour Taxation Procedure 32-346

Unique identifier	240-55149828
Revision	1
Revision Date	October 2015
Group technology & Commercial Division	

APPLICABLE TO ESKOM HOLDINGS LTD AND ITS SUBSIDIARIES (HEREINAFTER REFERRED TO AS “ESKOM”)

INDEX

SUPPLIER CATEGORY	YES	NO
<p>1. ARE YOU ARE COMPANY, CLOSE CORPORATION (CC) OR TRUST?</p> <p>IF THE ANSWER IS YES, COMPLETE EVALUATION QUESTIONNAIRE A IN CONJUNCTION WITH THE DOMINANT IMPRESSION TEST GRID QUESTIONNAIRE.</p>		
<p>2. ARE YOU A NATURAL PERSON/INDIVIDUAL WHO PROVIDES ESKOM WITH PERSONS/LABOUR?</p> <p>IF THE ANSWER IS YES, COMPLETE EVALUATION QUESTIONNAIRE B.</p>		
<p>3. ARE YOU A NATURAL PERSON/INDIVIDUAL WHO PROVIDES ESKOM WITH SERVICES?</p> <p>IF THE ANSWER IS YES, COMPLETE EVALUATION QUESTIONNAIRE C IN CONJUNCTION WITH THE DOMINANT IMPRESSION TEST GRID QUESTIONNAIRE.</p>		

 INVITATION TO TENDER - TERM SERVICES CONTRACT	Unique identifier	240-55149828
	Revision	1
	Revision Date	October 2015
	Group technology & Commercial Division	

EVALUATION QUESTIONNAIRE A

(TO DETERMINE WHETHER A COMPANY, CLOSE CORPORATION (CC) OR TRUST IS A PERSONAL SERVICE PROVIDER)

Vendor's Name		Vendor's No.	
CO/CC/Trust Registration No.	VAT Registration No.	PAYE Registration No.	
Vendor's Physical Business Address			

Please answer the following questions by marking the appropriate column with an "X".

NUMBER OF EMPLOYEES EXCLUSION	Yes	No
<p>1. Does the Company / CC / Trust employ 3 (three) or more persons², on a full-time basis, throughout the year of assessment, other than any employee who is a Connected Person/s³ as defined in the Income Tax Act, 1962 in relation to the Company, CC or Trust?</p> <p>If the answer is YES, sign Appendix 1 Affidavit. If the Affidavit is not signed, PAYE will be withheld from your payments.</p> <p>If the answer is NO, answer all the questions below</p>		
SERVICES RENDERED BY A CONNECTED PERSON	Yes	No
<p>2. Will any person who is a Connected Person/s in relation to the Company, CC or Trust as defined in the Income Tax Act, 1962 render services personally to Eskom on behalf of the Company / CC / Trust?</p> <p>If the answer is NO, sign Appendix 2 Affidavit. If the Affidavit is not signed, PAYE will be withheld from your payments.</p>		

² Exclusion in the definition of a Personal Service Provider in terms of the Fourth Schedule to the Income Tax Act, 1962.

³ Please refer to the definition of a Connected Person in Section 1 of the Income Tax Act, 1962


Unique identifier	240-55149828
Revision	1
Revision Date	October 2015
Group technology & Commercial Division	

80 % OF INCOME TEST (Para (c) of definition)	Yes	No
<p>3. Does more than 80 % of the income of the Company / CC / Trust during the tax year from services rendered consists of or likely to consist of amounts received directly or indirectly, from any one client, or an Associated Institution as defined in the Seventh Schedule to the Income Tax Act, 1962 ,in relation to that client?</p> <p>If the answer is NO, sign Appendix 3 Affidavit. If the Affidavit is not signed, PAYE will be withheld from your payments.</p>		
PLACE AND CONTROL TEST (Para (b) of definition)	Yes	No
<p>4. Will any person who will render services to Eskom on behalf of the Company, CC or Trust perform his/her duties <u>mainly</u> (i.e. more than 50 %) at Eskom' premises?</p> <p>If the answer is NO, sign Appendix 4 Affidavit. If the Affidavit is not signed, PAYE will be withheld from your payments.</p>		
<p>5. Will the Company, CC or Trust or any person who will render services to Eskom on behalf of the Company, CC or Trust be subject to the <u>control or supervision</u> of Eskom as to the manner in which the duties are to be performed?</p> <p>If the answer is NO, sign Appendix 4 Affidavit and complete the Dominant Impression Test Grid. If the Affidavit is not signed, PAYE will be withheld from your payments.</p>		
DEEMED EMPLOYEE TEST (Para (a) of definition)	Yes	No
<p>6. With regard to any person who will render services to Eskom on behalf of the Company, CC or Trust, complete and sign Dominant Impression Test Grid. If Dominant Impression Test Grid is not completed and signed, PAYE will be withheld from your payments.</p>		

PARTICULARS OF PERSON ACTING AS REPRESENTATIVE OF THE COMPANY/CLOSE CORPORATION/TRUST

I, the undersigned, confirm that the information provided above is accurate, and that the Company, CC or Trust will, while contracted to Eskom, inform Eskom of any changes that take place pertaining to the information provided above. Eskom shall be entitled to withhold from any payments to be made to the Company/ CC/ Trust, any taxes, interest and penalties that it may be required to pay to SARS as a result of the above information being inaccurate.

Representative's Full Names	Capacity	Contact No.
Signature	Date	

 INVITATION TO TENDER - TERM SERVICES CONTRACT	Unique identifier	240-55149828
	Revision	1
	Revision Date	October 2015
	Group technology & Commercial Division	


EVALUATION QUESTIONNAIRE B

(TO DETERMINE IF A NATURAL PERSON IS A LABOUR BROKER)

Vendor's Name	Vendor's No.
VAT Registration No.	PAYE Registration No.
Vendor's Physical Business Address	

Please answer the questions by marking the appropriate column with an "X".

	Yes	No
<p>1. Will you provide Eskom with a person or persons as opposed to a service and will these persons be paid by you?</p> <p>If the Answer is Yes, provide Eskom with a valid IRP30 certificate. If this certificate is not provided PAYE will be withheld from your payments.</p> <p>If the Answer is No, sign Appendix 6 Affidavit. If the Affidavit is not signed, PAYE will be withheld from your payments.</p>		
<p>PARTICULARS OF INDIVIDUAL</p> <p>I, the undersigned, confirm that the information provided above is accurate, and that I will, while contracted to Eskom, inform Eskom of any changes that take place pertaining to the information provided above. Eskom shall be entitled to withhold from any payments to be made to me any taxes, interest and penalties that it may be required to pay to SARS as a result of the above information being inaccurate.</p>		
Individual's Full Names	Capacity	Contact No.
Signature	Date	

 INVITATION TO TENDER - TERM SERVICES CONTRACT	Unique identifier	240-55149828
	Revision	1
	Revision Date	October 2015
	Group technology & Commercial Division	

EVALUATION QUESTIONNAIRE C

(TO DETERMINE IF A NATURAL PERSON IS AN INDEPENDENT CONTRACTOR)

Vendor's Name	Vendor's No.
VAT Registration No.	PAYE Registration No.
Vendor's Physical Business Address	

Please answer the questions by marking the appropriate column with an "X".

NUMBER OF EMPLOYEES EXCLUSION	Yes	No
<p>1. Do you employ 3 (three) or more employees⁴, on a full-time basis, throughout the year of assessment, other than any employee who is a Connected Person/s⁵ as defined in the Act in relation to you ?</p> <p>If the answer is YES, sign Appendix 5 Affidavit. If the Affidavit is not signed, PAYE will be withheld.</p> <p>If the answer is NO, answer all questions below.</p>		
Place and control test	Yes	No
<p>2. Will you render the services <u>mainly</u> ⁶(i.e. more than 50 %) at Eskom's premises?</p> <p>If the answer is NO, sign Appendix 4 Affidavit. If the Affidavit is not signed, PAYE will be withheld from your payments.</p>		

⁴ Please refer to the exclusionary subparagraph (ii) of the Remuneration definition in terms of the Fourth Schedule to the Income Tax Act, 1962.

⁵ Please refer to the definition of a Connected Person in Section 1 of the Income Tax Act, 1962

⁶ Please refer to the exclusionary subparagraph (ii) of the Remuneration definition in terms of the Fourth Schedule to the Income Tax Act, 1962.



INVITATION TO TENDER - TERM SERVICES
CONTRACT

Unique identifier	240-55149828
Revision	1
Revision Date	October 2015
Group technology & Commercial Division	

3. Will you be subject to the control or supervision⁷ of Eskom as to the manner in which your duties are to be performed or as to the hours of work?


If the answer is NO, **complete and sign the Dominant Impression Test Grid. If Dominant Impression Test Grid is not completed and signed, PAYE will be withheld from your payments.**

PARTICULARS OF INDIVIDUAL

I, the undersigned, confirm that the information provided above is accurate, and that I will, while contracted to Eskom, inform Eskom of any changes that take place pertaining to the information provided above. Eskom shall be entitled to withhold from any payments to be made to me any taxes, interest and penalties that it may be required to pay to SARS as a result of the above information being inaccurate.

Individual's Full Names	Capacity	Contact No.
Signature	Date	

⁷ Please refer to the exclusionary subparagraph (ii) of the Remuneration definition in terms of the Fourth Schedule to the Income Tax Act, 1962.

 INVITATION TO TENDER - TERM SERVICES CONTRACT	Unique identifier	240-55149828
	Revision	1
	Revision Date	October 2015
	Group technology & Commercial Division	

DOMINANT IMPRESSION TEST GRID TO EVALUATE IF A NATURAL PERSON IS AN INDEPENDENT CONTRACTOR OR WHETHER ANY PERSON WHO WILL RENDER SERVICES TO ESKOM ON BEHALF OF A COMPANY, CC OR TRUST WILL BE REGARDED AS AN EMPLOYEE IN RELATION TO ESKOM

Vendor Name		Vendor No.	
CO/CC/Trust Registration No.	VAT Registration No.	PAYE Registration No.	
Vendor's Physical Business Address			

Please answer the questions by marking the appropriate column with an "X".

DOMINANT IMPRESSION TEST ⁸			
"Near Conclusive" Indicators		Yes	No
Control of manner of working 1. Will Eskom have the contractual right to control the tools or equipment, staff, raw materials, routines, patents or technology used in the provision of the services?			
Payment Regime 2. Will the payments by Eskom for services payable with reference to output or certain agreed results e.g. payment (be it a fixed fee or an hourly rate) be only due if and when a specific deliverable has been completed?			
Person who must render the service 3. Will you have the right to sub-contract work?			
Nature of obligation to work 4. Will you or the person rendering the service be obliged to be present and perform the work at Eskom regardless of whether work is available or not?			

⁸ The Dominant Impression Test is used to determine whether a worker is an independent contractor or an employee (SARS Interpretation Note No. 35)


<p>Employer (client) base 5. Will you be contractually prohibited from rendering services to any other clients? 6. Do you have any other clients apart from Eskom?</p>		
<p>Risk of profit and loss 7. Will you bear the risk of profit and loss unrelated to Eskom's profitability? 8. Will you bear the risk of cost or time overruns on a project?</p>		
“Persuasive” Indicators	Yes	No
<p>Instructions or supervision 9. Will Eskom control your work and the environment in which the work is done by giving you instructions as to the location, when to begin or stop, pace, order or sequence of work etc.?</p>		
<p>Reports 10. Will you be obliged to provide Eskom with reports regarding the status of your work?</p>		
<p>Training 11. Will Eskom be training you in its methods?</p>		
<p>Productive time (work hours, work week) 12. Will Eskom control or set your work periods” (hours of work, working days, sick or annual leave?</p>		
“Relevant” Indicators	Yes	No
<p>Tools, materials, stationery, etc 13. Will Eskom provide you with tools or equipment, production or office materials, business stationery, etc and other necessary raw materials?</p>		
<p>Office or workshop 14. Will Eskom provide you with an office/workshop or will the work be continually and invariably occurring at Eskom’s place of business?</p>		
<p>Integration/employer’s usual work premises 15. Will Eskom’s premises be your usual place of business?</p>		
<p>Integration/usual business operations 16. Will Eskom’s business be critical to your survival?</p>		
<p>Integration/hierarchy & organogram 17. Will your position be integrated / reflected on any of Eskom’s organogram?</p>		
<p>Duration of relationship 18. Will your contract with Eskom be open ended or indefinite?</p>		



**INVITATION TO TENDER - TERM SERVICES
CONTRACT**

Unique identifier	240-55149828
Revision	1
Revision Date	October 2015
Group technology & Commercial Division	

Termination and breach of contract		
19. Will Eskom have a right to dismiss and/or will you have the right to resign prior to completion of any task or before any result are achieved, without being in breach of your contract?		
Significant investment		
20. Will Eskom be financing your premises, tools, raw materials, training etc?		
Employee benefits		
21. Will you be eligible for any benefits normally received by Eskom employees?		
Bona fide business expenses, bona fide statutory compliance		
22. Will you be eligible for re-imbursment or be granted allowances for expenses incurred on behalf of Eskom?		
Viability of termination		
23. Are you obliged to approach an employment agency to obtain new work?		
PARTICULARS OF INDIVIDUAL, COMPANY, CC OR TRUST		
I, the undersigned, confirm that the information provided above is accurate, and that I, the Company, CC or Trust will, while contracted to Eskom, inform Eskom of any changes that take place pertaining to the information provided above. Eskom shall be entitled to withhold from any payments to be made to me, the Company, CC or Trust any taxes, interest and penalties that it may be required to pay to SARS as a result of the above information being inaccurate.		
Individual's Full Names	Capacity	Contact No.
Signature	Date	

 INVITATION TO TENDER - TERM SERVICES CONTRACT	Unique identifier	240-55149828
	Revision	1
	Revision Date	October 2015
	Group technology & Commercial Division	

Appendix 1

AFFIDAVIT CONFIRMING CONTRACTOR EMPLOYS THREE OR MORE FULL - TIME EMPLOYEES

I, the undersigned,

do hereby make oath and state as follows:

1. The facts deposed to in this affidavit are within my personal knowledge and are both true and correct.
2. I am the duly authorised representative of _____ (“the Contractor”).
3. I confirm that the Contractor employs three (3) or more full-time employees engaged in the business of the Contractor throughout the year of assessment, which excludes any employee who is a Connected Person as defined in the Income Tax Act No. 58 of 1962 in relation to the Contractor.
4. The Contractor undertakes to notify Eskom Holdings Ltd or its subsidiary (hereinafter referred to as “Eskom”) forthwith in writing should the statement in 3 above no longer be the case.
5. If the Contractor fails to notify Eskom in respect of 3 above, the Contractor shall be liable in full for any taxes, penalties and interest that SARS may impose on Eskom.


DEPONENT

I CERTIFY THAT THE DEPONENT ACKNOWLEDGES THAT HE / SHE:

- KNOWS AND UNDERSTANDS THE CONTENT OF THIS DECLARATION,
- THAT HE / SHE HAS NO OBJECTION TO TAKING THIS PRESCRIBED OATH,
- AND CONSIDERS IT TO BE BINDING ON HIS / HER CONSCIENCE.

THUS SIGNED AND SWORN TO BEFORE ME AT _____ ON THIS ___ DAY OF 2015.

COMMISSIONER OF OATHS

 INVITATION TO TENDER - TERM SERVICES CONTRACT	Unique identifier	240-55149828
	Revision	1
	Revision Date	October 2015
	Group technology & Commercial Division	

Appendix 2

AFFIDAVIT CONFIRMING NO CONNECTED PERSON/S IN RELATION TO THE COMPANY / CC / TRUST WILL PERSONALLY RENDER ANY SERVICE TO ESKOM

I, the undersigned,

do hereby make oath and state as follows:

1. The facts deposed to in this affidavit are within my personal knowledge and are both true and correct.
2. I am the duly authorised representative of _____ (“the Contractor”).
3. I confirm that no Connected Person/s as defined in the Income Tax Act No. 58 of 1962 in relation to the Contractor will personally render any service to Eskom Holdings Ltd or its subsidiary (hereinafter referred to as “Eskom”).
4. The Contractor undertakes to notify Eskom forthwith in writing should the statement in 3 above no longer be the case.
5. If the Contractor fails to notify Eskom in respect of 3 above, the Contractor shall be liable in full for any taxes, penalties and interest that SARS may impose on Eskom.


DEPONENT

I CERTIFY THAT THE DEPONENT ACKNOWLEDGES THAT HE / SHE:

- KNOWS AND UNDERSTANDS THE CONTENT OF THIS DECLARATION,
- THAT HE / SHE HAS NO OBJECTION TO TAKING THIS PRESCRIBED OATH,
- AND CONSIDERS IT TO BE BINDING ON HIS / HER CONSCIENCE.

THUS SIGNED AND SWORN TO BEFORE ME AT _____ ON THIS ___ DAY OF 2015.

COMMISSIONER OF OATHS

 INVITATION TO TENDER - TERM SERVICES CONTRACT	Unique identifier	240-55149828
	Revision	1
	Revision Date	October 2015
	Group technology & Commercial Division	

Appendix 3

AFFIDAVIT CONFIRMING THAT NOT MORE THAN EIGHTY PERCENT (80 %) OF INCOME IS OR IS LIKELY TO BE RECEIVED FROM ANY ONE CLIENT

I, the undersigned,

do hereby make oath and state as follows:

1. The facts deposed to in this affidavit are within my personal knowledge and are both true and correct.
2. I am the duly authorised representative of _____ (“the Contractor”).
3. I confirm that the Contractor does not receive and is unlikely to receive more than eighty percent (80 %) of its income, either directly or indirectly, from any one client or any associated institution as defined in the Income Tax Act No. 58 of 1962 in relation to such client during the year of assessment.
4. The Contractor undertakes to notify Eskom Holdings Ltd or its subsidiary (hereinafter referred to as “Eskom”) forthwith in writing should the statement in 3 above no longer be the case.
5. If the Contractor fails to notify Eskom in respect of 3 above, the Contractor shall be liable in full for any, taxes, penalties and interest that SARS may impose on Eskom.


DEPONENT

I CERTIFY THAT THE DEPONENT ACKNOWLEDGED THAT HE / SHE:

- KNOWS AND UNDERSTANDS THE CONTENT OF THIS DECLARATION,
- THAT HE / SHE HAS NO OBJECTION TO TAKING THIS PRESCRIBED OATH,
- AND CONSIDERS IT TO BE BINDING ON HIS / HER CONSCIENCE.

THUS SIGNED AND SWORN TO BEFORE ME AT _____ ON THIS ___ DAY OF 200_.

COMMISSIONER OF OATHS

 INVITATION TO TENDER - TERM SERVICES CONTRACT	Unique identifier	240-55149828
	Revision	1
	Revision Date	October 2015
	Group technology & Commercial Division	

Appendix 4

AFFIDAVIT CONFIRMING SERVICES WILL NOT BE PERFORMED MAINLY AT ESKOM AND SHALL NOT BE CONTROLLED OR SUPERVISED BY ESKOM

I, the undersigned,


do hereby make oath and state as follows:

1. The facts deposed to in this affidavit are within my personal knowledge and are both true and correct.
2. I am the duly authorised representative of _____ (“the Contractor”).⁹
3. I / the Contractor confirm that:
 - a) I / any person who will be render services to Eskom Holdings Ltd or its subsidiary (hereinafter referred to as “Eskom”) on behalf of the Contractor will not be required to perform the services mainly (i.e. more than 50 %) at Eskom’s premises during the year of assessment;
 - b) I / the Contractor and any person who will render the services to Eskom on behalf of the Contractor will not be subject to the control or supervision of Eskom as to the manner in which the duties are to be performed or as to the hours of work.
4. I / the Contractor undertake/s to notify Eskom forthwith in writing should, the statement in 3 above no longer be the case.
5. If I / the Contractor fail/s to notify Eskom in respect of 3 above, I / the Contractor shall be liable in full for any taxes, penalties and interest that SARS may impose on Eskom.

DEPONENT

I CERTIFY THAT THE DEPONENT ACKNOWLEDGES THAT HE / SHE:


- KNOWS AND UNDERSTANDS THE CONTENT OF THIS DECLARATION,
- THAT HE / SHE HAS NO OBJECTION TO TAKING THIS PRESCRIBED OATH,
- AND CONSIDERS IT TO BE BINDING ON HIS / HER CONSCIENCE.

 INVITATION TO TENDER - TERM SERVICES CONTRACT	Unique identifier	240-55149828
	Revision	1
	Revision Date	October 2015
	Group technology & Commercial Division	

THUS SIGNED AND SWORN TO BEFORE ME AT _____ ON THIS ___ DAY
OF 2015.

COMMISSIONER OF OATHS

⁹ Applicable to Company / CC / Trust only, delete if Individual

 INVITATION TO TENDER - TERM SERVICES CONTRACT	Unique identifier	240-55149828
	Revision	1
	Revision Date	October 2015
	Group technology & Commercial Division	

Appendix 5

AFFIDAVIT CONFIRMING INDIVIDUAL EMPLOYERS THREE OR MORE FULL - TIME EMPLOYEES

I, the undersigned,

do hereby make oath and state as follows:

1. The facts deposed to in this affidavit are within my personal knowledge and are both true and correct.

2. I confirm that I employ three (3) or more full-time employees engaged in my business throughout the year of assessment, excluding employees who are Connected Persons as defined in the Income Tax Act No. 58 of 1962 in relation to me.

3. I undertake to notify Eskom Holdings Ltd or its subsidiary (hereinafter referred to as “Eskom”) forthwith in writing should the statement in 2 above no longer be the case.

4. If I fail to notify Eskom in respect of 2 above, I shall be liable in full for any taxes, penalties and interest that SARS may impose on Eskom.


DEPONENT

I CERTIFY THAT THE DEPONENT ACKNOWLEDGES THAT HE / SHE:

- KNOWS AND UNDERSTANDS THE CONTENT OF THIS DECLARATION,
- THAT HE / SHE HAS NO OBJECTION TO TAKING THIS PRESCRIBED OATH,
- AND CONSIDERS IT TO BE BINDING ON HIS / HER CONSCIENCE.

THUS SIGNED AND SWORN TO BEFORE ME AT _____ ON THIS ___ DAY OF 200_.

COMMISSIONER OF OATHS

 INVITATION TO TENDER - TERM SERVICES CONTRACT	Unique identifier	240-55149828
	Revision	1
	Revision Date	October 2015
	Group technology & Commercial Division	

Appendix 6

**AFFIDAVIT CONFIRMING INDIVIDUAL PROVIDES ESKOM WITH A SERVICE AS
OPPOSED TO PERSON/S**

I, the undersigned,

do hereby make oath and state as follows:

1. The facts deposed to in this affidavit are within my personal knowledge and are both true and correct.
2. I confirm that I provide Eskom Holdings Ltd or its subsidiary (hereinafter referred to as “Eskom”) with a service as opposed to a person/s that is/are remunerated by me.
3. I undertake to notify Eskom forthwith in writing should the statement in 2 above no longer be the case.
4. If I fail to notify Eskom in respect of 2 above, I shall be liable in full for any taxes, penalties and interest that SARS may impose on Eskom.

DEPONENT

I CERTIFY THAT THE DEPONENT ACKNOWLEDGES THAT HE / SHE:

- KNOWS AND UNDERSTANDS THE CONTENT OF THIS DECLARATION,
- THAT HE / SHE HAS NO OBJECTION TO TAKING THIS PRESCRIBED OATH,
- AND CONSIDERS IT TO BE BINDING ON HIS / HER CONSCIENCE.

THUS SIGNED AND SWORN TO BEFORE ME AT _____ ON THIS ___ DAY OF 2015.

COMMISSIONER OF OATHS