

**SARS SPECIFIC CLAUSES ADDENDUM TO THE STANDARD
PROFESSIONAL SERVICES CONTRCAT (CIDB)**

Between

SOUTH AFRICAN REVENUE SERVICE

an organ of state within the public administration but outside the public service
established in terms of the South African Revenue Service Act, 1997
(Act No. 34 of 1997)

[Hereinafter referred to as “SARS”]

And

[NAME OF SUCCESSFUL BIDDER: CONSULTING ENGINEERING FIRM]

Corporate Registration Number:

[Hereinafter referred to as the “Consultant”]

1. INTRODUCTION

- 1.1 The Parties wish to record in writing their agreement in respect of the provision of Professional Consultancy Technical Security Services to be performed at, for and in relation to, the SARS offices/buildings/premises nationwide (hereinafter referred to as “SARS Sites”) and matters ancillary thereto (“the Services”) solicited per the tender referenced RFP 01/2022 (“the Tender”). The Services are intended at enabling SARS to modernise its technical security systems.
- 1.2 SARS hereby appoints the Consultant to provide the Services on the terms and conditions as recorded in the Main Agreement read together with the terms and conditions contained in this SARS Specific Clauses Cover Addendum and the Annexures.
- 1.3 The signing of this SARS Specific Clauses Cover Addendum will serve as confirmation of the Parties’ acceptance of the terms and conditions contained in the Main Agreement and any additional annexures/appendices/schedules as may be signed by the Parties from time to time in respect of the Services.

2. DEFINITIONS & INTERPRETATION

- 2.1 **“Agreement”** means the Main Agreement and any additional annexures/appendices/schedules duly signed by both Parties from time to time;
- 2.2 **“Business Day”** means any day other than a Saturday, Sunday or public holiday in South Africa;
- 2.3 **“Commencement Date”** means ___/_____/ 2022, notwithstanding the date when the last signature is affixed to the Agreement or anything to the contrary in the Agreement;
- 2.4 **“Confidential Information”** means any SARS confidential information and taxpayer information as defined in the Tax Administration Act, 2011 (Act No. 28 of 2011) as well as any information considered confidential in terms of any other tax act administered by the Commissioner for SARS, and any

proprietary and confidential information or data of any nature, tangible or intangible, oral or in writing and in any format or medium, which (i) is received by the Receiving Party from the Disclosing Party; (ii) is received by the Receiving Party from a Third Party acting on behalf of the Disclosing Party; or (iii) comes to the knowledge of the Receiving Party by any other means. Confidential Information includes such information whether marked as 'Confidential' or with a similar legend or not.

2.4.1 Without limitation, the Confidential Information of SARS will include the following-

- (i) this Agreement;
- (ii) any other non-public information, regardless of whether such information is marked 'Confidential' or with another similar designation, including: SARS Data; SARS's financial information, information regarding taxpayers; information regarding employees, independent contractors and suppliers of SARS and governmental entities; processes and plans of SARS and governmental entities; projections, manuals, forecasts, and analysis of SARS and governmental entities; SARS's intellectual property or intellectual property licensed to SARS or a governmental entity, and any other information of SARS and governmental entities which would be deemed by a reasonable person to be confidential or proprietary in nature;

2.4.2 'Confidential Information' will not include information that: (i) is in or enters the public domain without breach of this Agreement; (ii) the Receiving Party receives from a Third Party without restriction on disclosure and without breach of a non-disclosure obligation; or (iii) the Receiving Party knew prior to receiving such information from the Disclosing Party or develops independently without reference to the Disclosing Party's Confidential Information (as established by documentary evidence). The onus will at times rest on the Receiving Party to establish that such information falls within any such exclusion. Confidential Information will not be deemed to be within one of the foregoing exclusions merely because such information is embraced by more general information that is in the public domain or was already in the Disclosing Party's possession;

2.4.3 The determination of whether information is Confidential Information will not

be affected by whether or not such information is subject to, or protected by, common law or statute related to copyright, patent, trademarks or otherwise;

- 2.5 “Consultant”** means(name of the successful bidder), registered as a corporate under corporate registration number.....;
- 2.6 “Contract Sum”** means the total amount payable by SARS to the Consultant in respect of the Services provided for by the Consultant as stipulated in Annexure A read with Annexure D;
- 2.7 “Main Agreement”** means the Agreement in combination with the following –
- 2.7.1 “Annexure A”** which refers to the Construction Industry Development Board (CIDB): Standard Professional Services Contract (July 2009) relating to the provision of Professional Consultancy Services for modernisation of the SARS technical security systems;
- 2.7.2 “Annexure B”** which refers to the SARS Specific Clauses Addendum;
- 2.7.3 “Annexure C”** which refers to the Main Request for Proposal Document, referenced RFP 01/2022, including Bid Specification and Technical Criteria Documents (“Tender Documents”), which inter alia outlines the scope of the Services;
- 2.7.4 “Annexure D”** which refers to the Quotation/Bills of Quantities provided by the Consultant in response to the Tender;
- 2.7.5 “Annexure E”** which refers to the Project Plan for performance of the Services, Service Level Targets and Schedule of Penalties applicable to failure by the Consultant to meet Service Level Targets.
- 2.8 “Parties”** means SARS and the Consultant and “Party” as the context requires, is a reference to either of them;
- 2.8.1 “Services”** Professional Consultancy Technical Security Services to be provided by the Consultant to SARS for modernisation of technical security

systems at the SARS Site as stipulated in the Tender Documents and matters ancillary thereto; and

2.8.2 “Tender” means the tender, referenced RFP 01/2022, advertised for outsourcing of the Services.

3. CONFIDENTIALITY

Both parties shall keep all Confidential Information obtained by them and shall not divulge it without the written approval of the other Party.

4. SECURITY MEASURES

The Contractor will comply with and will ensure that its personnel comply with all security measures imposed by SARS regarding security and access to the SARS premises.

5. TAX COMPLIANCE

5.1 The Contractor represents and warrants that at the Commencement Date of this Agreement, the Contractor is and shall remain in compliance with all applicable laws relating to taxation in South Africa.

5.2 The Contractor undertakes, throughout and at any time so requested during the duration of the Agreement to deliver to SARS a valid tax clearance certificate/pin for verification of tax compliance status. Failure to provide such a certificate shall constitute a material breach of the Agreement by the Consultant.

6. NOTICES AND ADDRESSES

6.1 Each Party chooses the addresses set out opposite its name below as its addresses to which all notices and other communications must be delivered for the purposes of this Agreement and its *domicilium citandi et executandi* (“*domicilium*”) at which all documents in legal proceedings in connection with this Agreement must be served:

6.4 Any notice to a Party:

6.4.1 Delivered by hand during the normal business hours of the addressee at the addressee's *domicilium* shall be deemed to have been received by the addressee at the time of delivery;

6.4.2 Posted by prepaid registered post in a correctly addressed envelope from an address within South Africa to the addressee at the addressee's *domicilium* shall be deemed to have been received by the addressee on the 7th (seventh) day after the date of posting.

6.5 Any notice by telefax to a Party at its telefax number shall be deemed, unless the contrary is proved, to have been received on the 1st (first) Business Day after the date of successful transmission.

6.6 The Parties record that whilst they may correspond via email during the currency of the Agreement for operational reasons, no formal notice required in terms of the Agreement, nor any amendment or variation to the Agreement may be given or concluded via e-mail.

7. GENERAL

7.1 Neither Party shall be regarded as having waived, or be precluded in any way from exercising any right under or arising from the Agreement by reason of such Party having at any time granted any extension of time for, or having shown any indulgence to the other Party with reference to any payment or performance hereunder, or having failed to enforce, or delayed the enforcement of any right of action against the other Party.

7.2 The failure of either Party to comply with any non-material provisions of the Agreement shall not excuse the other Party from performing the latter's obligations hereunder fully and timeously.

7.3 The Agreement is governed by South African law.

- 7.4 To the extent that there is any conflict between the Annexures and the provisions of this Main Agreement, the provisions of the Main Agreement shall prevail.
- 7.5 SARS reserves the right to approach any court of competent jurisdiction for relief on an urgent basis.
- 7.6 Both Parties undertake to perform their obligations under the Agreement in the utmost good faith.
- 7.7 Each Party shall bear its own costs relating to the negotiation, preparation and finalization of the Agreement.
- 7.8 If any clause or provision of the Agreement is found to be invalid, illegal or unenforceable in any way, such clause or provision shall be deemed to be severable from the remaining provisions of the Agreement, and the validity and enforceability of the remaining provisions shall not be affected.
- 7.9 In the case of any conflict between the provisions of the Main Agreement and any of the annexes to the Agreement, including Annexure A, B, C, D and E the provisions of the Main Agreement shall prevail.

8. ATTESTATION

The Parties hereby acknowledge having read and signed this Agreement together with the Annexures, the contents of which are understood and accepted by both the undersigned parties.

As Representatives for SOUTH AFRICAN REVENUE SERVICE

1. **Name**..... **Capacity:**

Signature _____

Date signed _____

2. **Name**..... **Capacity:**

Signature _____
Date signed _____

As Representative for the CONSULTANT

Signed at Pretoria on the ____ day of _____ 2012

Signature: _____

As representative (full names): _____

Authorised Capacity: _____

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