ANNEXURE "C"

SARS SPECIFIC CLAUSES ADDENDUM TO THE JBCC MINOR WORKS AGREEMENT

Between

THE 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)

"SARS"

And

NAME OF SUCCESSFUL BIDDER
Registration Number:

[Hereinafter referred to as the "Contractor"]

1. INTRODUCTION

1.1 The Parties wish to record in writing their agreement for the supply, by the Contractor, of minor works for electrical maintenance services and matters ancillary thereto, at the SARS Building.

1.2 SARS hereby appoints the Contractor for the supply of the aforementioned services per the terms and conditions as recorded in the Main Agreement, read together with the terms and conditions in this Annexure “C”; Annexure “D”; Annexure “E”, Annexure “F”, Annexure “G”; Annexure “H” and Annexure “I”.

1.3 The signing of this Annexure “C” will also serve as confirmation of the Parties’ acceptance of the terms and conditions contained in the Main Agreement; Annexure “D”; Annexure “E”, Annexure “F”, Annexure “G”; Annexure “H” and Annexure “I”.

2. DEFINITIONS

2.1 **"Agreement”** means the Main Agreement, Annexure “C”; Annexure “D”; Annexure “E”, Annexure “F”, Annexure “G”; Annexure “H”; Annexure I and any additional annexures or schedules duly signed by both Parties from time to time during the currency hereof;

2.2 **Annexure “C”** means the SARS’s Specific Clauses Addendum as set out in this document;

2.3 **Annexure “D”** means the Bills of Quantities submitted in line with the rates submitted by the Contractor per the Tender & Personal Information Processing Addendum;

2.4 **Annexure “E”** means the Tender documents, including Main RFP and work specifications;

2.5 **Annexure “F”** means the project plan for the Minor Works;

2.6 **Annexure “G”** means the drawings for the Minor Works;

2.7 **Annexure "H"** Service Levels and Financial Penalties for Service Levels Failures;

2.8 **Annexure "I"** means the written agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993;

2.9 **"Business day"** means any day other than a Saturday, Sunday or public holiday in South Africa;

2.9.1 **"Contractor"** means _____ (Successful Bidder's Name) and registration/identity number;

2.10 **"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.

2.10.1 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;

2.10.2 '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;

2.10.3 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;

2.11 **"Main Agreement"** means The Joint Building Contracts Committee Minor Works Agreement marked as Annexure "A" and Minor Works Agreement: Contract Data marked as Annexure "B" (JBCC Edition 5.2 March 2018);

1.4 **"Minor Works"** means the minor works for electrical maintenance at the SARS Building and matters ancillary thereto as set out more fully in the Main Agreement;

2.12 **"Parties"** means SARS and the Contractor, and "Party" as the context requires, is a reference to any one of them; and

2.13 **"SARS Building"** means any of the SARS buildings Nationally at which the Minor Works are to be performed.

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.

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:

Name	**Physical Address**
Successful Bidder's Name & Details	
Email Address:	
Marked for the attention of:	

Name	**Physical Address**
South African Revenue Service	Lehae la SARS

299 Bronkhorst Street
Nieuw Muckleneuk
Pretoria
0181

Email Address:

Marked for the attention of: The Head: Corporate Legal Services

6.2 Any notice or communication required or permitted to be given to a Party pursuant to the provisions of the Agreement shall be valid and effective only if in writing and sent to a Party's chosen physical address or email address, provided that documents in legal proceedings in connection with the Agreement may only be served at a Party's domicilium.

6.3 Any Party may by written notice to the other Party, change its chosen address or telefax number to another address or telefax number, provided that -

6.3.1 the change shall only become effective on the 10th (tenth) Business Day after the receipt or deemed receipt of the notice by the addressee; and

6.3.2 any change in a Party's domicilium shall only be to an address in South Africa, which is not a post office box or a *poste restante*.

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.

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.

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 of Signatories 1 **Manger/ Senior Manager/ Executive: NOE – Facilities**

Signature _____

Date signed _____

2. Name of Signatory 2 **Ops Specialist - CMU/Manager Procurement Sourcing/ Senior Manager/ Executive – Procurement**

Signature _____

Date signed _____

As Representative for (NAME OF SUCCESSFUL BIDDER)

Signed at Pretoria on the _____ day of _____2026

Signature: _____

Full names: _____

Authorized Capacity: _____