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**CONTRACT NAME: CONSTRUCTION OF NEW MAPULANENG HOSPITAL IN THE MPUMALANGA PROVINCE- PHASE 3A**

**SCOPE: CONSTRUCTION OF NEW MAPULANENG HOSPITAL IN THE MPUMALANGA PROVINCE- PHASE 3A**

**SUBCONTRACTOR'S SCOPE: – Supply, Installation and Commission of new with 24 months Guarantee and Free Maintenance – Selected Sub-Contractor**

**CONTRACT No: PWRT/2400/20/MP**

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**CESSION AGREEMENT FOR DIRECT PAYMENT TO SUBCONTRACTOR CONSTRUCTION OF NEW MAPULANENG HOSPITAL – PHASE 3A**

Entered into by and between:

**CLEAR CHOICE BUILDERS (PTY) LTD**

; the Cedent / Contractor

And

**BALOYI LABORATORIES (PTY)LTD**

"(the Cessionary/Supplier")

**Department of Public Works, Roads and Transport (Chosen as domicilium citandi et executandi) herein represented by MR MC MOROLQ in his capacity as Head of Department (Hereinafter referred to as "the Department")**

**RECORDAL**

The parties hereto record that the Cedent signed and entered into an agreement with Department of Public Works, Roads and Transport on the 21/07/2025 for the construction services at New Mapulaneng Hospital in the Mpumalanga Province -Phase 3A, such contract is known as construction of New Mapulaneng Hospital- Phase 3A Contract number PWRT/2400/20/MP



S. N. M.

# **CESSION AGREEMENT FOR DIRECT PAYMENT TO SUBCONTRACTOR AT NEW MAPULANENG HOSPITAL IN THE MPUMALANGA PROVINCE – PHASE 3A - PWRT/2400/20/MP**

The Cedent will in terms of its Agreement with Department of Public Works, Roads and Transport receive certain payments from the Department in respect of Contract number: PWRT/2400/20/MP

Department of Public Works, Roads and Transport, Cedent and Cessionary hereby agree that the payment obligations to Cedent from Department of Public Works, Roads and Transport with regard to all invoices for supply and installation of Mortuary Equipment to the value of R 3 645 405,70 shall be ceded to the Cessionary.

## **NOW THEREFORE IT IS AGREED AS FOLLOWS:**

1. The Cedent hereby cedes and transfers all their rights, title and interest in respect of the payments due to the Cedent by Department of Public Works, Roads and Transport with regard to Contract PWRT/2400/20/MP to the Cessionary as payment towards settling the amount owing to the Cessionary.
2. Any and all payments ceded and/or assigned to the Cessionary in terms hereof shall be limited to the initial invoices to the value of R 3 645 405,70. Upon payment of this amount Department of Public Works, Roads and Transport shall then pay all amounts due to the Cedent directly to the Cedent and shall be deemed to have executed all its obligations towards the Cessionary arising from this Agreement.
3. The Cedent hereby authorizes the Department of Public Works, Roads and Transport to pay all amounts on initial invoices to the value of R 3 645 405,70 to the Cessionary.
4. Department of Public Works, Roads and Transport hereby confirms, agrees and undertakes to pay to the Cessionary an amount R 3 645 405,70, Such amount shall be paid by Department of Public Works, Roads and Transport directly into the nominated bank account of the Cessionary. Such amount shall be limited to the initial invoices to the value of R 3 645 405,70
5. This Agreement shall be final and binding and remain in full force and effect for as long as any amount is owing by the Cedent to the Cessionary.

## **6. STANDARD OPERATING PROCEDURE**

- 6.1 Contractor Identifies the Material Required
- 6.2 Contractor Confers with Engineer on Needs.
- 6.3 Project Quantity Surveyor evaluates Request in Relation to Bill of Quantities
- 6.4 Contractor Obtains Quote from Supplier
- 6.5 Project Quantity Surveyor approves Quote in Relation to Bill of Quantities
- 6.6 Contractor Orders Material
- 6.7 Supplier Delivers Material
- 6.8 Contractor Signs Delivery Note and Informs Project Quantity Surveyor Supplier Submits Invoice to The Project Quantity Surveyor



*(Handwritten signatures and initials)*

**CESSATION AGREEMENT FOR DIRECT PAYMENT TO SUBCONTRACTOR AT NEW MAPULANENG  
HOSPITAL -PHASE 3A PWRT/2400/20/MP**

6.9 Project Quantity Surveyor Does Payment Certificate in Accordance to The Value Of

Supply and Installation of Mortuary Equipment will be paid (100%) as per value of work on site

7. This agreement constitutes the whole Agreement between the parties hereto and no alteration or addition or variation or consensual cancellation hereof and no waiver of any of its rights against the other parties hereunder shall be of any force or effect unless reduced to writing and signed by the parties hereto.

8. All notice shall be addressed by the addressing party to the other party or parties to the address specified in the preamble hereof. Such notices shall be deemed to have been received by that party on the day of delivery if delivery by hand or on the seventh day following the date of posting by prepaid registered post.

9. Any party may change its domicilium at executandi by notice in writing to the other by way or registered post.

9.1 Each clause of this Agreement shall be severable, the one from the other, and if any is found to be unenforceable for any reason, the remaining clauses shall be of full force and effect and continue to bind the parties.

9.2 This Agreement shall be binding upon liquidators, administrators, assignees or successor's title, as the case may be, of the Cedent.

Date and signed at MBOMBELA on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_. .

Signed for and on behalf of the  
Project Quantity Surveyor  
(Who confirms that the material quoted  
are in terms of the BOQ and are market related)

Signed for and on behalf of the CEDENT  
(Who confirms that he/she is duly authorized)

Signed for and on behalf of the Cessionary  
(Who confirms that he/she is duly authorized)

Signed for and on behalf of the Department  
(Who confirms that he/she is duly authorized)



(5NM)