

CONSTRUCTION GUARANTEE FUND (CGF)

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Application for a **Performance Bond** **Advance Payment Guarantee**

A) – APPLICANT

01 Name of the Company

02 Business Address

03 Telephone 04 Fax 05 e-mail

06 ICTAD Highest Grade 07 ICTAD Record Book No 08 Grade relevant to this application

09 ICTAD Book Valid Upto <input type="text"/>	10 Work in hand	No Of Projects <input type="text"/>	Value Rs(M) <input type="text"/>
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B) – CONTRACT

	BC	HW	BRG	WSD	IRR	DR	OTHER (Please specify)
11 Type of Project (Please ✓)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

12 Name of Project

13 Contract No <input type="text"/>	14 Project Location	Province <input type="text"/>	District <input type="text"/>
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15 Your Site Engineer / To Name 16 Contact No

17 Conditions of Contract (Please Specify)

18 Particulars of Bond/Guarantee taken (Pl. Attach copies)	Bond/Guarantee No	Obtained from	Date of Expiry
	<input type="text"/>	<input type="text"/>	<input type="text"/>

C) – DETAILS OF THE EMPLOYER/CLIENT

19 Type of Employer (please tick) Public Private

20 Name 21 Address

22 Telephone 23 Fax 24 e-mail

D) – DETAILS OF THE ENGINEER TO THE CONTRACT

25 Name <input type="text"/>	26 Contact No (Land & Mobile) <input type="text"/>
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27 Telephone 28 Fax 29 e-mail

E) – DETAILS OF DISPUTE RESOLUTION DAB DB

Sole Three Member

30 Name/s <input type="text"/>	31 Telephone No/s <input type="text"/>	32 Fax <input type="text"/>
	33 e-mail <input type="text"/>	

F) – DETAILS OF THE INSURANCE POLICIES

34 Type of Policies	Effective Period		Value Rs:	Taken From
	(a) Workmen’s Compensation	To		
	(b) All Risk	To		

G) – DETAILS OF THE BOND / GUARANTEE

35 Requested amount of the Bond/Guarantee	Rs.	36 Bond/Guarantee as a percentage of contract sum	%
37 Period Required	From	To	
	Date	Month	Year
38 Original Contract Period	From	To	
	Date	Month	Year
39 Defect Liability Period (Maintenance Period)	From	To	
	Date	Month	Year
40 Award Date (Letter of Acceptance - LA)	Date	Month	Year
41 Date of Commencement (as per ‘LA’)	Date	Month	Year
42 Contract sum	With VAT	Rs.	
	Without VAT	Rs.	

H) – SURETIES / RISK MITIGATION

43 Cash Securities / Investment to the Project / Contract	Rs.	
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J) – DETAILS OF THE PROJECT / LIEN ACCOUNT

Note:- If same account is use for any other contract/s, please specify the Guarantee/Bond No/s

44 Bank where the Project/ Lien Account is opened	45 Branch	46 Address	47 Account No	
Telephone	Fax	e-mail		
48 Authorized Signatory to Project / Lien Account (Attach Resolution/ Power of Attorney for Limited Liability Companies)	49 Designation	50 NIC No	51 Mobile No	
Name				
52 Authorized Signatory to this Application	53 Designation	54 NIC No	55 Mobile No	56 Signature
Name				
57 Date	Month	Year	58 Company Seal/Rubber Stamp	

MODE OF COLLECTION OF BOND/GUARANTEE – by hand by registered post by courier Other
(If a representative collects the Bond/Guarantee, please send an Authorization Letter indicating the Name, NIC No & Specimen Signature of the person wishes to collect.)

Photocopies of the following documents certified by the applicant (size A4 preferred) should be attached to this application.
 (a) Tender Results (b) Letter of Award (c) Contract Agreement & Conditions (d) Indemnity Form (Format IN-PBAG)
 (e) Work in Hand (f) Program (g) Cash-distribution/histogram of Materials, workmen, Machinery (h) Lien Account Letters 04 – CTOB, BTOCGF, CLEM & Additional Letter on Format TOCLEM (j) Status letter from the bank on current loan and/or OD facilities and present status (k) Copy of adjusted final BOQ (l) Letter of Undertaking - [LOU] (m) Form “M” to be detach & use to send the project progress monthly to CGF. Depend on the workability of rates CGF may request an investment to the project before considering the application/issuing the Guarantee.

INDEMNITY

The Construction Guarantee Fund

Date :

ISSUE OF BOND/GUARANTEE **AB** **PB** **MB** **RB** **CB** **EXTENSION**

Project

Project No Client/Employer :.....

Further to our application for the issue of a Bond/Guarantee for the above mentioned project, we confirm and agree to comply with the following conditions.

- 1) We have clearly read and understood the Bond /s issued by the CGF to the client on behalf of us
- 2) We agree to fulfil all obligations laid down in the Conditions of Contract, Specifications & Drawings and the clauses in the general agreement and Rules and Regulations laid down by the Client.
- 3) We agree to notify CGF of any changes/amendments/improvements with regard to; **a)** business registration, status and the Directors of the Company. (Supported with certified copies of the returns from the Registrar of Companies) **b)** memorandum of Articles of the organisation and the share capital **c)** ICTAD record book and the membership of any recognised organisation in the construction industry **d)** contract document , scope of work , payments, obligations of the client or contractor, violation of terms and conditions by the client or contractor or disputes/discrepancy/constraints related to the project **e)** to submit the tender results, awards, Bonds taken from CGF or any other sources
- 4) We agree to send progress reports on CGF specified format /copy of bank returns/statements of project/s on a monthly basis and any other information related to this project, as and when required/requested by the CGF, if necessary, endorsed as correct by the field monitoring officer or any other representative of CGF.
- 5) In the event of any occurrence, which might give cause to a claim under this Bond / Guarantee, we shall, **a)** immediately notify the CGF in writing, giving an indication as to the nature and extent of the occurrence; **b)** take all steps within the capacity & or any other CGF powers to minimize the extent of the loss or damage; **c)** furnish all such information and documentary evidence as may be required.
- 6) We agree that if the Employer makes a demand on the CGF for payment on the Bond/Guarantee then such amount demanded shall be paid to the CGF by us. Failing to make this payment within 07 days of your being notified of the Demand, the CGF would refer the issue to a sole arbitrator appointed by the CGF in accordance with the Arbitration Act No 11 of 1995 or take legal action, to recover such dues with commercial interest prevailing at the date of when the refund was due (compound interest) until payment is made.
- 7) We agree that the levies, and any other charges paid to the CGF in respect of this project will not be refunded to us.
- 8) The CGF is relieved of any responsibilities for loss or damage due to faulty design approval of defective materials improper location or any structural failures during implementation or maintenance period or due to any type of disturbance in the surrounding area.
- 9) We agree to at our own expense take all reasonable precautions and comply with all reasonable recommendations to prevent loss, damage or liability and to comply with all statutory requirements.
- 10) We agree to give the rights to CGF to inspect and examine at any time the project, and the contractor shall provide the representatives of the CGF all assistance and with all the details and information for the assessment of the possibility of the contractor failing in the project.
- 11) We agree that the CGF is not liable/responsible or bound for any expenditure incurred in doing or redoing or making good or replacing or repairing & carrying out any work which is not in conformity to the scope of work or conditions of the contract.
- 12) We agree to provide the correct information during bidding, implementation and the maintenance period of the project and authorize CGF officers or nominated representatives to inspect, assist, interfere in the activities related to the project, deal with the engineer, consultant, client or any other organization which the CGF feels necessary to understand, assess, overcome, settle, mediate or conduct any inquiry to satisfy the fulfilment of the contractor/client's obligations of the project. We further give full authority to the CGF to provide additional resources in order that our contractual obligations on the project could be fulfilled. We further authorise the CGF directly or with the resources of a third party to execute any part of the work. We agree to indemnify & hold indemnified all such expenses incurred by the CGF in giving effect to the above.
- 13) We irrevocably agree to open and operate a Project/Lien Account exclusive for the Project/s and to deposit all remittance under the Project/s and to use with the concurrence of CGF the funds available/received under this project for the proper execution/utilization with proper authorization and under the supervision of the CGF and irrevocably agree not to utilize this fund for any other work, which is not directly/indirectly related to this project. Any surplus/savings/profit will be transferred or withdrawn with the consent/approval/authorization of the CGF.
- 14) We agree to return the original Bond/Guarantee at the expiration of same and understand that this Bond/Guarantee becomes automatically null and void and that the liability of CGF extinguishes completely whether the original of our guarantee is returned or not.

SIGNED BY THE AUTHORIZED PERSON OF THE COMPANY

ATTESTED & SIGNED IN MY PRESENCE

SIGNATURE :
NAME :
DESIGNATION :
NIC No :

ATTORNEY- AT- LAW SIGNATURE :
NAME :
ADDRESS :

SEAL

SEAL