

CONSTRUCTION GUARANTEE FUND (CGF)

Level 1, "Savsiripaya", 123, Wijerama Mawatha, Colombo 07. Telephone 011-2673087/8 Fax 011-2670966
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(Following Bonds/Guarantees are only for those who have obtained PB/AB from CGF)

Application For a Maintenance Retention Combined Bond / Guarantee

A) - DETAILS OF THE 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 Valid up to

B) - DETAILS OF THE PROJECT

09 Type of Project (Please tick)

BC	<input type="checkbox"/>	HW	<input type="checkbox"/>	BRG	<input type="checkbox"/>	WSD	<input type="checkbox"/>	IRR	<input type="checkbox"/>	DR	<input type="checkbox"/>	OTHER	<input type="checkbox"/>
												(Please specify)	

10 Name of Project

C) - DETAILS OF THE PERFORMANCE BOND / ADVANCE PAYMENT GUARANTEE

11 Particulars of Performance Bond taken <i>(Pl. Attach copies)</i>	Bond / Guarantee No	Validity		Extensions if any Up to
		From	To	
12 Particulars of Advance Payment Guarantee taken <i>(Pl. Attach copies)</i>	Bond / Guarantee No	Validity		Extensions if any Up to
		From	To	

D) - DETAILS OF THE EMPLOYER/ CLIENT

13 Name & Address

14 Telephone 15 Fax 16 e-mail

E) - DETAILS OF THE ENGINEER/CONSULTANT

17 Name of the Engineer/Consultant	18 Address	
19 Telephone <input type="text"/>	20 Fax <input type="text"/>	21 e-mail <input type="text"/>

F) – DETAILS OF PROJECT MANAGER OF THE CONTRACTOR

22	Name of the Project-Manager/Director	23 Address of the Project Manager/Director	24 Telephone No	25 Fax No
			26 e-mail	

G) - DETAILS OF THE REQUIRED BOND

27	Requested amount of the Bond / Guarantee with Percentage of the Contract Sum	Rs	28	Initial Contract Sum without VAT	Rs
		%		Final Contract Sum without VAT	Rs

29	Period Required	From	Date	Month	Year	To	Date	Month	Year

30	Original Contract Period	From	Date	Month	Year	To	Date	Month	Year

31	Extension granted	From	Date	Month	Year	To	Date	Month	Year

32	Maintenance Period	From	Date	Month	Year	To	Date	Month	Year

33	Award Date (Letter of Acceptance 'LA')	Date	Month	Year	34	Schedule date of Completion (as per 'LA')	Date	Month	Year

H) – DISPUTE RESOLUTION

35	Dispute with Employer	Yes <input type="checkbox"/>	No <input type="checkbox"/>	36	Adjudication	In Progress <input type="checkbox"/>	Adjudicated <input type="checkbox"/>
37	Arbitration	In Progress <input type="checkbox"/>	Awarded <input type="checkbox"/>	Adjudicator/ Arbitrator	Name	Telephone	

I) - OTHER DETAILS

38 For Combined or Retention; explain the reason for the request *(Documentary evidence/ information required)*

39 Name

40 Authorized Signature

Date	Month	Year

41

Company Seal / Rubber Stamp

MODE OF COLLECT 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.)

Certified photocopies of the following documents (A4 size preferred). (a) Indemnity Form (Use format IN-MRC) (b) Schedule showing the utilization of Retention Money (c) Project Status (attach paid bill summaries) (d) important correspondence with clients giving preference to the issues which will affect the Retention / Combine Bond (e) Valid CR & WC Policies (f) Payment Summaries (g) extensions granted (h) Status letter from the Bank indicating Current loans and / or O D facilities and the availability of same. (i) Explanation on utilization of the Retention (j) Details of the Adjudicator and all related issues.

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 :

ATTORNEY- AT- LAW SIGNATURE :

NAME :

NAME :

DESIGNATION :

ADDRESS :

NIC No :

SEAL

SEAL