

CONSTRUCTION GUARANTEE FUND

Level 1, "Savsiripaya", 123, Wijerama Mawatha, Colombo 7 - Tel : 2673087/8 Fax 2670966
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A-MRC

(This application is only for those who obtained PB/AB form the 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 Registration Highest Grade 07. Valid up to

B) - DETAILS OF THE PROJECT

08 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 <i>(Please specify)</i>	<input type="text"/>
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09 Name of Project

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

10 Particulars of Performance Bond taken *(Pl. Attach copies)*

Bond / Guarantee No	Validity		Extensions if any
	From	To	Up to
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

11 Particulars of Advance Payment Guarantee taken *(Pl. Attach copies)*

Bond / Guarantee No	Validity		Extensions if any
	From	To	Up to
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

D) - DETAILS OF THE EMPLOYER/ CLIENT

12 Name & Address

13 Tel 14 Fax 15 E-mail

E) - DETAILS OF THE ENGINEER/CONSULTANT

16 Name of the Engineer/Consultant 17 Address

18 Tel 19 Fax 20 E-mail

F) – DETAILS OF PROJECT MANAGER/DIRECTOR OF THE CLIENT

21	Name of the Project Manager /Director	22 Address of the Project Manager/Director	23. Telephone No.	24. Fax No:
			25. E-mail :	

G) - DETAILS OF THE REQUIRED BOND :

26	Requested amount of the Bond / Guarantee with Percentage of the Contract Sum	Rs	27	Initial Contract Sum without VAT	Rs:				
		%		Final Contract Sum without VAT	Rs:				
28	Period Required	From	Day	Month	Year	To	Day	Month	Year
29	Contract Period	From	Day	Month	Year	To	Day	Month	Year
30	Extension granted	From	Day	Month	Year	To	Day	Month	Year
31	Maintenance Period	From	Day	Month	Year	To	Day	Month	Year
32	Award Date	Day	Month	Year	33. Schedule date of Completion	Day	Month	Year	

H) – DISPUTE RESOLUTION

34	Dispute with Employer	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	35. Adjudication	in Progress	<input type="checkbox"/>	Adjudicated	<input type="checkbox"/>
36	Arbitration	in Progress	<input type="checkbox"/>	Awarded	<input type="checkbox"/>	Adjudicator/ Arbitrator	Name	Tel		

I) - OTHER DETAILS

37	For Combined or Retention; explain the reason for request of retention (Documentary evidence/ information required)	
		38 Signature
39	Date	Day Month Year

Company Seal / Rubber Stamp

Certified photocopies of the following documents (A4 size preferred) (a) Indemnity Form (Use format IN-PAMRC) (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's Name

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 fulfill 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/bank returns of this project 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 a monitoring officer 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 & 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 14 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 contract or 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 agree to use the funds available/received under this project for the proper execution/utilization with proper authorization and under the supervision of the CGF and 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

ATTESTED & SIGNED IN MY PRESENCE

SIGNATURE :

STAMP

..... STAMP

ATTORNEY- AT- LAW

NAME :

NAME

DESIGNATION :

SEAL

ADDRESS

SEAL