

CONSTRUCTION GUARANTEE FUND

A - BB

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 email:cgfund@sltnet.lk cgfho1@yahoo.com website www.cgf.gov.lk

APPLICATION FOR A BID BOND

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A) DETAILS OF THE APPLICANT

01 Name of the Company

02 Telephone 03 Fax 04 e-mail

05 ICTAD Highest Grade 06 Grade relevant to this application

07 Record Book Valid Upto 08 No. of Projects in hand Value Rs(M)

B) DETAILS OF THE CONTRACT

09 Type of Project (✓)

B		H		BR		WS		I		D		OTHER	
C		W		G		D		R		R		(Please Specify)	

10 Name of Project

11 Tender No. 12. Location of Project

Province		District	
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13 Conditions of Contract (Please specify) 14 Date of Pre-Bid Meeting (Please attach Minutes)

C) DETAILS OF THE EMPLOYER/CLIENT

15 Employer (✓)

Public Sector		Private Sector	
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16 Name 17. Address

18 Tel 19 Fax 20 e-mail

D) DETAILS OF THE BOND

21 Requested amount of the Bond

Rs:	<input type="text"/>
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 22 Bond as a percentage of Contract Sum

%	<input type="text"/>
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23 Requested period

From	Day	Month	Year	To	Day	Month	Year	No. of days
(Tender opening date)	<input type="text"/>	<input type="text"/>	<input type="text"/>		<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

24 Specify procedure for dispute

E) AUTHORIZED SIGNATORY TO THIS APPLICATION

25 Name 26 Designation 27 NIC No. 28 Signature

29 Date

Day	Month	Year
<input type="text"/>	<input type="text"/>	<input type="text"/>

 30 Company Seal / Rubber Stamp

Photocopies of the following documents (size A4 preferred) certified by the applicant should be attached to this application.
 (a) Tender Notice (b) Bidding Data (c) Pre-bid Meeting Minutes (d) Documentary evidence for items 09 to 24 (e) Indemnity Form (format IN-BB) (f) A letter as per item No 10 of the indemnity.

INDEMNITY
(for Bid Bonds only)

IN-BB

The Chief Executive Officer - CGF
Dear Sir,

Date:

ISSUE OF A BID BOND

Project Name :
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 together with the notes explaining the exclusions.
- 2) We agree to fulfill all obligations laid down in the Conditions of Contract, Specifications & Drawings and the clauses in the General agreement and the Rules & Regulations laid down by the Client.
- 3) Notify the CGF of any changes /amendments /improvements with regards to;
 - a) Business Registration, status and the Directors of the Company (Support with certified copies of the returns from the Registrar of Companies)
 - b) Memorandum of Articles of the organization and the Share Capital
 - c) ICTAD Record book and the membership of any recognized organization in the construction industry document, scope of work , payments, obligations of the Client or Contractor, violation of terms & conditions by the client or contractor or disputes/discrepancy/constraints related to the project
 - d) To submit the tender results, awards, Bonds taken from CGF or any other sources
- 4) We hereby exempt you from any liability or obligation to issue a Performance Bond or Mobilization Advance Guarantee if our bid price is found to be unrealistic & 5% lower than the next lowest bid price submitted by another Contractor. We further agree to pay to the CGF the full value of the Bid Bond if it is called upon, for whatever reason.
- 5) We agree to submit Tender Results of this project, and any other information related to this Bond
- 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 if the CGF makes payment to the Employer on a demand claimed by the Employer, all such monies shall be re-paid to the CGF by us. Failure on our part to make this refund within 30 days of payment being made to the Employer, the CGF would take legal action or refer the issue to a sole Arbitrator appointed by the CGF in accordance with the Arbitration Act No 11 of 1995 to cover such dues with commercial interest as at the date of when the refund was due (compound interest) until payment is made.
- 8) We agree that the levies, and any other reimbursements paid to the CGF in respect of this Project will not be refunded to us.
- 9) 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 is extinguished completely whether the original of the guarantee is returned or not.
- 10) We agree that we have /will obtain a valid ICTAD registration to cover the contract defects liability period. Failing which we indemnify the CGF of all claims, damages and/or liabilities.
- 11) We undertake to accept contract/s within our capacity. However, if we are successful in the Bid and it is in excess of our capacity and if requested by the CGF we undertake to pay the value of the Bid.

SIGNED BY THE AUTHORIZED PERSON

Signature : Name :
Designation :
STAMP SEAL Date :

ATTESTED & SIGNED IN MY PRESENCE

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ATTORNEY-AT-LAW

Name :
Address :
STAMP SEAL