

## **BANK GUARANTEE FORMAT**

This guarantee is issued by \_\_\_\_\_  
(bank), a body corporate constituted under the \_\_\_\_\_  
Act 19\_\_\_\_, having its Head Office at \_\_\_\_\_  
(hereinafter referred to as the "Bank" which term shall wherever the context so  
permits, includes its successors and assigns) in favour of ASSAM TRADE PROMOTION  
ORGANISATION, a company established under the Companies Act, 1956 and having  
its registered office at NH-37, Betkuchi, Guwahati-781 035, in the District of Kamrup  
(M), Assam (hereinafter referred to as "ATPO" which expression shall include its  
successors and assigns),

### **WHEREAS**

1. Mr./Ms. \_\_\_\_\_ s/o  
/ d/o / w/o \_\_\_\_\_, residing at  
\_\_\_\_\_  
\_\_\_\_\_ and having his/her office at  
\_\_\_\_\_  
\_\_\_\_\_ (Complete Address), (hereinafter referred to as the "Organizer", which  
expression shall include his/her successors and assigns) / **or** M/s  
\_\_\_\_\_, a partnership firm  
registered under the Indian Partnership Act, 1932 and having their office at  
\_\_\_\_\_  
\_\_\_\_\_ (Complete Address), (hereinafter referred to as the "Organizer",  
which expression shall include their successors and assigns) / **or**  
M/s \_\_\_\_\_  
Limited, incorporated as a company under the Companies Act, 1956 and having its  
registered office at \_\_\_\_\_  
\_\_\_\_\_ (Complete Address), (hereinafter referred to as the "Organizer", which  
expression shall include its successors and assigns) is/are an applicant / Event  
Managers/ Organizer (s) to hold events at Maniram Dewan Trade Centre (MDTC)  
(allowed to hold event by ATPO).

2. One of the conditions of Organizer to hold events at MDTC is that the organizer  
maintains with ATPO security deposit in the form of Bank Guarantees, of a value not  
less than Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_  
only) as prescribed by ATPO.

3. At the request of the organizers, ATPO has agreed to accept a bank guarantee in  
lieu of security deposit in the form of Bank Guarantees in favour of Assam Trade  
Promotion Organisation from an approved commercial bank for an equivalent amount  
of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

4. The organizer has requested the Bank to furnish to ATPO a guarantee for  
Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

**NOW IN CONSIDERATION OF THE FOREGOING,**

1. We, the \_\_\_\_\_  
(Name of Bank) having a branch at \_\_\_\_\_

\_\_\_\_\_ (Complete Address of Branch) at the request and desire of the Member do hereby irrevocably and unconditionally guarantee to pay a sum of Rs. \_\_\_\_\_, (Rupees \_\_\_\_\_ only) to ATPO as a security for due performance and fulfillment by the organizer of his/her/its engagements, commitments, operations, obligations or liabilities as a organizer for holding events at MDTC including any sums due by the organizer to ATPO or any other party as decided by ATPO arising out of or incidental to any contracts made, executed, undertaken, carried on or entered into or purported so to be, by the organizer. The Bank agrees and confirms that the said guarantee shall be available as a security for fulfilling all or any obligation or liability of the organizer as directed and decided by ATPO, with no reference to the organizer.

2. The Bank hereby agrees that if in the opinion of ATPO, the organizer has been or may become unable to meet, satisfy, discharge or fulfill any obligations, liability or commitments or any part thereof to ATPO, or its Clearing and Settlement mechanism /arrangement or to any other party as decided by ATPO, then without prejudice to the rights of ATPO under its Rules, Bye-laws or Regulations or otherwise, ATPO may at any time thereafter and without giving any notice to the organizer invoke this guarantee to meet the aforesaid obligations, liabilities or commitments of the organizer.

3. The Bank undertakes that it shall, on first demand of ATPO, without any demur, protest or contestation and without any reference to the organizer and notwithstanding any contestation by the organizer, pay to ATPO such sums not exceeding Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as may be demanded by ATPO. The decision of ATPO as to the obligations or liabilities or commitments of the Member and the amount claimed shall be final and binding on the Bank, and any demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee.

4. The guarantee shall remain operative in respect of each of the obligations, liabilities or commitments of the organizer severally and may be enforced as such in the discretion of ATPO, as if each of the obligations, liabilities or commitments had been separately guaranteed by the Bank. The guarantee shall not be considered as cancelled or in any way affected on any demand being raised by ATPO but shall continue and remain in operation in respect of all subsequent obligations, liabilities or commitments of the organizer during their event periods. However the maximum aggregate liability of the Bank during the validity of the guarantee shall be restricted to an aggregate sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

5. The validity of this guarantee shall not be affected in any manner whatsoever if ATPO takes any action against the organizer including DECLARATION OF DEFAULT, SUSPENSION or EXPULSION of the organizer.

6. The Bank undertakes to pay to ATPO, the amount hereby guaranteed within 24 hours of being served with a written notice requiring the payment of the amount either by hand delivery or by Registered Post or by Speed Post.

7. Notwithstanding anything mentioned herein above, the liability of the Bank under this guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and it shall be valid for a period of 12 months i.e. up to \_\_\_\_\_.

8. The bank is liable to pay the guaranteed amount only if ATPO serves upon the Bank a written claim or demand on or before \_\_\_\_\_.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_ (place).

FOR \_\_\_\_\_(BANK)  
\_\_\_\_\_(BRANCH)

AUTHORIZED SIGNATORIES

SEAL OF THE BANK

**Note:**

***The bank guarantee of an approved commercial bank must submit by the organizer for holding events at MDTC for more than 3 day consecutively with an estimated billing amount more than Rs.50,000/-. For estimated guaranteed amount the organizer may contact the ATPO.***

**1. Bank Guarantee should be stamped in Non-Judicial stamp paper of appropriate value.**

**2. The following is required to be typed on the Stamp Paper as the First Page and duly signed:**

This Non-Judicial Stamp paper of Rs. \_\_\_\_\_ forms part and parcel of this Bank Guarantee number \_\_\_\_\_ dated \_\_\_\_\_ issued in favour of Assam Trade Promotion Organization by us for M/s/Mr/Ms. \_\_\_\_\_.

FOR \_\_\_\_\_ (BANK)

\_\_\_\_\_(BRANCH)

AUTHORIZED SIGNATORIES

SEAL OF THE BANK

**1) All the blanks in the format are required to be duly filled by the issuing bank along with their stamp and signature against each blank.**

**3) Each page of the bank guarantee should bear the bank guarantee number and should be signed by authorized signatory (ies) of the bank.**