

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.