

Indo – Russia Diamond Buyer Seller Meet (BSM)

Annexure 1

APPLICATION & CONTRACT FORM FOR INDIAN PARTICIPANTS

The Executive Director
The Gem & Jewellery Export Promotion Council
Tower A, First Floor, Bharat Diamond Bourse
Next to ICICI Bank, Bandra Kurla Complex,
Bandra (E) Mumbai 400 051
Tel: + 91 22 26544600 Fax: + 91 22 26524764

Dear Sir,

SUB: 1STIndo-Russia Diamond BSM

We have pleasure in confirming participation in the BSM as per the details given below: (Please write in CAPITAL letters)

1. Name of Firm : _____
2. Council Membership No. : _____
3. Full Address (for correspondence) : _____

- City : _____ Country : _____ Pin Code : _____
4. Tel No. (with area code) : _____
5. Fax No: (with area code) : _____
6. Email : _____
7. (Application form will not be accepted without a proper email address. All Council's official communication will be done at the email address given only)
8. Factory Address in Surat (Mandatory) : _____

9. Website : _____
10. Name of the Contact Person (With designation) : _____
11. A brief description about our company (Not more than 50 words) :

12. Turnover in year 2009 - 10 : _____ 2010 - 11 : _____
 2011 - 12 : _____
13. What is your export target for 2012 - 13 for Loose Diamonds only : _____
14. Currently Exporting to Countries
- (a) _____ (b) _____ (c) _____
 (d) _____ (e) _____
- Others _____

Note :

This application form should be accompanied by:

1. We enclose herewith our cheque / demand draft No : _____ Dated: _____
 for a sum of Rs. _____ drawn on _____ and payable to
 The Gem and Jewellery Export Promotion Council.
2. We,
 a) Have read, fully understood and agree to abide by the Participation Guidelines & Terms, Rules and Regulations as mentioned or attached in the Annexure and the Letter of Lien. b) Agree that any service tax / VAT etc. if applicable will be paid to Council. c) Agree to have and maintain our own valid and adequate insurance cover for our goods and belongings before, during & after the BSM. d) Confirm that all information provided by us is true and correct. e) Agree the security of the merchandise will be our sole responsibility & Council holds no responsibility for the merchandise. f) Agree that the Council shall not be responsible for any sundry charges or other payments as set out in the terms, rules and regulations overleaf. g) Understand that BSM is a trade only format and agree not to invite any other customer or consumer. h) Agree to indemnify the Council, for selection of invited buyers & their numbers which will be at the sole discretion of the council, as set out overleaf. i) Agree, Council reserves the rights to forfeit our participation cost, if any and debar us from participation during and after BSM. j) Agree that the Participation Cost is not refundable except in the manner and under the circumstances mentioned in the terms & conditions overleaf k) Agree that the Council reserves the right to refuse any application form as per the set criteria l) Agree that participation will be subject to our company qualifying in the selection criteria to be decided by the Council and agree that the decision of the committee will be final and binding on this respect. m) Agree that once the meeting room is allotted the same cannot be changed or exchanged for any other meeting room later n) Agree that Council will not provide Safe or Strong room for the merchandise o) Agree that we have read carefully all the terms and conditions mentioned overleaf or attached with this application form and have understood them or their implications before signing this application p) Agree that the Council has the right to temporarily or permanently close down the BSM for whatsoever reason that the Council may deem to be fit or required under the circumstances prevailing at the time of taking such decision.

UNDERTAKING

We hereby undertake, understand and agree that we will be abiding by the rules and facilities as provided in the "Manual", which will be circulated at later date.

We also understand, agree and undertake that:

1. To maintain a proper decorum and code of conduct as mentioned in clause 9 of the Annexure 3 and will be directly responsible and liable for any damages, claims, losses which may happen to the physical self or goodwill or image of the BSM due to my or any of my partners/directors/employees who will be representing my company at the BSM.

Name : _____ Designation : _____

Signature : _____

Date : _____ Company Stamp: _____

1. You may download the application form from www.gjepec.org

1. Definitions:

“**Application**” means the Application & Contract Form

“**Applicant**” means any person / company / institution / organisation that has made an application for participating in the BSM but has not been selected to participate in the BSM

“**Council**” means The Gem and Jewellery Export Promotion Council of India and includes the Council employees, directors, officers, contractors, sub-contractors and agents

“**Participants**” means any Applicant whose application to participate in the BSM has been accepted and includes” any of the Participant's employees

“**Participation Cost**” means the amount paid by the Participants as mentioned in clause 1 of the Application

2. Application

For the purpose of participating in the BSM, the Participants shall have to submit the Application form complete with all details together with the relevant participation costs

3. Participation

The Council reserves all rights to accept or refuse any Application of any Applicant to participate in the BSM. The Council shall further have the right to decide which items / exhibits may or may not be displayed by any Participants. All decisions of the Council to such effect shall be final and binding on the Participants. No reason for any such decision shall be given and no claim or objection from any Participants in relation thereto shall be entertained.

4. Participation Cost

- a. All Applicants shall be liable to pay the Participation Cost at the time of submitting the Application. The participation cost will be approximately Rs. 400,000/- + Applicable Service Tax. The final participation cost will be informed at a later date. This amount may, at the discretion of the Council be refunded under the circumstances and manner mentioned herein below clauses 6 and 7.
- b. No Application shall be accepted without the advance payment of the Participation Cost and if accepted, by mistake, shall be treated as null and void.

5. Payment Rules:

The Applicant shall pay a cheque / demand draft for a sum of ₹. 200,000/-.(Rupees Two Lakhs Only) to be drawn on and payable at par in favor of The Gem and Jewellery Export Promotion Council, towards the initial deposit for participation Mumbai based exhibitors may pay by cheque. Outstation firms can also pay at their respective regional offices

6. Cancellation of the BSM

- a. The Council reserves all rights to cancel the BSM at any time without assigning any reason for such cancellation. In such an event, upon the Participants making a written application in that regard, the Council shall refund the Participation Cost to the Participants without any interest. Upon the Council refunding the Participation Cost and the Participants shall not have any nor make any further claim against the Council.
- b. The Council also reserves all rights to cancel any one or more days of the BSM without assigning any reason for such cancellation. In such an event the Council shall not make any refund of any amount or payment of any kind whatsoever to any of the Participants.

7. Cancellation of participation by the Participants Any Participants cancelling their participation after the selection at the Indo – Russia Diamond BSM, then the Council will be entitled to deduct 100% participation cost.

The above cancellation charges shall be applicable from the date the Council receives a written notice by letter, email or fax from the Participants. In addition, the Participants shall be liable to pay to the Council any cost which the Council may have incurred on behalf of the Participants. These terms cannot be varied under any circumstances. Council reserves the right to select the next waitlisted company against such cancellations.

8. Insurance, Indemnity by The Participants and The Council Exclusion of Liability

- a. The Participants must have, at all times valid and adequate insurance cover against theft, fire, public liability, damage to property, personal injury, third party loss, accidents, natural calamities, acts of God and such other risks normally insured against by the Participants and/or as the Council may require, in connection with inter-alia, the Participant's property and its activities during the BSM (including the moving in and moving out periods)
- b. The Participant's property is brought to, displayed and stored at, and removed from the BSM Hall at the Participant's own risk and the Participants is responsible for the safety of its property at all times.
- c. The Participants agrees to indemnify the Council on demand, against all and any actions, claims, demands, losses (including consequential losses), proceedings, damages, liabilities, costs and expenses incurred by or made against the Council in connection with (a) any breach of any of these Terms, Rules and Regulations; Participants Manual or any applicable laws and regulations by the Participants or (b) any act, omission, default or negligence of or loss or damage caused by the Participants in connection with any other person, the BSM and the BSM Hall.
- d. The Council shall not be liable for any losses (including consequential losses), damages, demands, costs, claims, charges or other expenses of any kind suffered or incurred by the Participants or any other person arising in connection with the BSM including without limitation, any theft, fire, use of the Strong Room Service (if it is provided by the organizer), defect in the BSM Hall, howsoever caused, cancellation or early closure of or delay in the opening or closing of the BSM for whatever reason outside the control of the Council, any matter referred to in paragraph 3(ii) of these Terms, Rules and Regulations, any natural calamity or any act of God, howsoever arising. The Participants should insure against such matters.
- e. If the BSM is cancelled or closed early for whatever reason beyond the control of the Council, the Council performance under this contract shall be absolutely discharged and the Council shall refund any participation payments (or a proportion thereof as appropriate) made by the Participants to the Council in relation to the BSM and shall not be liable for any losses (including consequential losses), damages, demands, costs, claims, charges or other expenses of any kind howsoever arising in respect thereof. The Participants should insure against any such event occurring.

- f. We indemnify the Council, if the attendance of visitors/buyers falls below the expected level due to any reasons unforeseen circumstances what so ever.

9. Moving In & Out Of The BSM Venue

All exhibits and props shall be removed immediately after the BSM according to the arrangement of the Council. All exhibits and props left behind shall be deemed forsaken. The costs incurred for the removal of any such items shall be borne by the Participants.

10. Miscellaneous

- a. Failure of the Participants at any time before or during the BSM period to comply with any of the BSM rules & conditions shall automatically debar the Participants of the right to participate any further in the BSM and no claim for refund of any fee paid shall be entertained by the Council.
- b. The Council reserve the right to alter and amend any of the regulations and issue additional rules they deem necessary for the orderly presentation and conduct of the BSM. Any dispute or difference arising out of the interpretation of these terms, conditions and regulations or regarding the rights, duties and obligations of the Participants shall be decided by the Council whose decision shall be final.
- c. By signing this contract, Participants are deemed to have signed and agreed to The Terms and Conditions of the BSM.

11. Force Majeure:

Neither Party shall be responsible for any failure to perform due to unforeseen circumstances or due to causes beyond the defaulting Party's control even after exertion of best efforts to prevent such failure, which failure may include, but not be limited to, acts of God, fire or floods, war, riots, embargoes, strikes, lockouts, acts of any Government authority, delays in obtaining licenses or rejection of applications under the Statutes.

12. Arbitration

It is hereby agreed by and between the Parties hereto that in the event of any dispute or difference arising between the Parties with regard to the terms and conditions of this Agreement or relating to the interpretation thereof and or the implementation of respective rights obligations and/or responsibilities of the Parties hereto, the same shall be referred to arbitration, in accordance with the

provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. The Arbitral Tribunal shall comprise of a Sole Arbitrator who shall be the Chairman of the Council. The arbitration shall be held in Mumbai and the proceedings shall be conducted in the English language. The parties further agree that only the courts at Mumbai shall have jurisdiction in all matters arising there under.

13. Sub-Letting:

The Participants shall not transfer, dispose or part with or otherwise share their participation with any other member, whether for financial consideration or otherwise.

PARTICIPATION GUIDELINES

Annexure 3

1. The BSM is open to all Indian GJEPC Diamond panel members as "SELLER PARTICIPANTS".
2. **Membership :** Membership of the Council is a pre-requisite for all Indian firms participating at the BSM and only for the gems and jewellery items. As such those who have not renewed their membership or desire to enrol as fresh members may contact the membership section of the Council at the Head Office or the Regional offices immediately. Application of participants, who have not settled their previous dues / outstandings, will not be entertained.
3. Participation Cost for participants are as follows:
 - a. The initial participation fee will be payable as mentioned in the application form.
4. **How to apply :** Submission of duly completed Application forms, along with the requisite participation cost & Govt. Service Tax.
5. Timings of BSM: As decided by the Council
6. Others: Do's and Don'ts and the Code of Conduct during the BSM will be contained in the BSM' Manual, which the participants are strictly required to adhere/observe. The BSM Manual will be sent to all confirmed participants.
7. The Council reserves all powers and rights to allocate meeting room in any manner they deem fit & all decisions to such effect shall be final.
8. The Council reserves the right to amend the rules and regulations of Participation from time to time in the best interest of the participants and trade.

**REGIONAL OFFICES OF
THE GEM & JEWELLERY EXPORT PROMOTION COUNCIL**

<p>MUMBAI Contact Person : Mr. Aanurag Dhoot Dy. Director – Exhibition & Trade Promotion, The Gem & Jewellery Export Promotion Council Tower A, 1st Floor, Bharat Diamond Bourse Bandra Kurla Complex, Bandra (E), Mumbai-400 051, India Tel: +91-22-26544600 Fax: +91-22-26524764 Email : Exhibitions@gjepcindia.com • Website : www.gjepc.org</p>	<p>CHENNAI Contact Person : Mr. Ruban Hobday - Regional Director Address: 113, Ankur Plaza, 3rd Floor, G. N. Chetty Rd., T. Nagar, Chennai 600 017, India Tel: +91-44-2815 5180 / 0082 Fax: +91-44-2815 4526 Email: chennai@gjepcindia.com</p>
<p>NEW DELHI Contact Person: Mr. K.K.Duggal - Regional Director Address : F-17-18, Jhandewalan, Flatted Factories Complex, New Delhi 110 055, India Tel : +91-11-46266900, Fax: +91-11-2367 5274 Email : delhi@gjepcindia.com</p>	<p>JAIPUR Contact Person: Mr. Sanjay Singh - Regional Director Address: Rajasthan Chamber Bhavan, 3rd Floor, Mirza Ismail Road, Jaipur 302 003. India Tel: +91-141-257 4074 / 256 8029 • Fax: +91-141-2567921 Email: jaipur@gjepcindia.com</p>
<p>SURAT Contact Person: Mr. Mithilesh Pandey – Regional Director Address : 626-628 Belgium Tower, 6th Floor, Ring Road, Surat, India Tel: +91-261- 241 5579 • Fax: +91-261-243 5008 Email: surat@gjepcindia.com</p>	<p>KOLKATA Contact Person: Mr. Shantanu Rajguru - Regional Director Address: ITFC, 6th Floor, Left Wing, 1/1, Wood Street, Kolkata - 700 016, India Tel: +91-33-2282 3630 • Fax: +91-33-2282 3629 Email: kolkatta@gjepcindia.com</p>