GJEPC INDIA
SPONSORED BY THE MINISTRY OF COMMERCE & INDUSTRY

APPLICATION & CONTRACT FORM FOR EXHIBITORS

Regional Director
The Gem & Jewellery Export Promotion Council
Rajasthan Chamber Bhawan, 3rd Floor,
M. I. Road, Jaipur, Rajasthan India -302003
Tel: +91-141-2568029
Email: jaipur@gjepcinidia.com

Dear Sir,

Ref: India Rough Gemstones Show, 10th -12th January, 2019
Venue: Hotel Clarks Amer, Jaipur, India

We have pleasure in booking stall/s as per the details given below:

1. Name of Firm/ Company_____
2. Full Address (for correspondence)_____
   _____
3. Name of the Contact Person:_____
4. Designation : _____
5. Email:(in Capita Letters)_____

Note: All the official communication by and on behalf of the Council will be done only through the email address provided hereinabove. You may also provide an alternate e-mail address for smooth communication. If the e-mail address is improperly mentioned, the application, will be deemed to be incomplete. And, shall be subject to rejection. The council will not be responsible in any manner whatsoever for miscommunication on account of imcorrect email address/es provided or, any technical error or, snag. The Exhibitior's manual will be sent by email only. Thus the Exhibitor hereby explicitly agrees to receive e-mails & SMS alerts on above given details.

6. Tel No._____
7. Cell phone No.:_____Whatsapp no.:_____
8. Total Turnover:_____
9. Company Details:
   We are dealing in:_____
   A brief description about our compnay:
   _____
   _____
   _____
   _____
   _____

10. Participation Details:
    Booth Area (Please Tick) ○ **Option-1** = 9 Sq. mtr ○ **Option-2** = 6 Sq. mtr
    Number of Booth units:_____
    Application Payment Summary:
    Total Space cost in USD:_____ Payment Mode: Wire Transfer

11. Detail of Wire transfer details:

Signature: _____

Please remit the amount to the bank details as under: (please ensure all the details with complete beneficiary name, intermediary name, account number & purpose for remmittance is mentioned while remitting)

Bank Name	:	Punjab National Bank (022100) Mid Corporate Branch, Jaipur
Address	:	Mid Corporate Branch, M.I. Road, Jaipur-302001
A/c Number	:	0221002100819721
SWIFT Code No.	:	PUNBINBBJMR

Purpose of Remittance: IRGS 2019 (India Rough Gemstones Show, Participation Charges

Note: A) NO JEWELLERY, FINISHED GEMSTONES DISPLAY WILL BE ALLOWED IN ROUGH GEM STONES EXHIBITION, AS THIS IS ONLY FOR ROUGH GEMSTONES. B) ONLY built in stall WILL BE PROVIDED IN THE EXHIBITIONS. **C)** Application with incomplete information and without signature on all the pages with company stamp or authorized signatory's seal will be rejected. D**)** Allotment rules and regulations will be informed to eligible applicants in due course. **F)** The last date to receive the duly completed application is 30th November, **2019** E**)** Any application received after the deadline i.e., 30th November, **2019** will be considered only on waitlist basis and will not be included for allotment. Such requests will be considered only subject to availability. F**)** All applicants are requested to read & understand the cancellation clause carefully before signing the form. This application form should be accompanied by 100% of the total participation cost at the **time of booking. The Council will have the right to reject any application which is not accompanied with payment.**

1. We,
   a) Have read, fully understood and agree to abide by the Participation Guidelines & Terms, Rules and Regulations as mentioned and/or attached to the Annexure, Exhibitors Manual and the Letter of Lien. b) Agree to have and maintain our own valid and adequate insurance cover for our goods and belongings at the stall/s during and also during storage, transit, handling and /or display at India Rough Gemstones show for entire period from door to door in both directions. d) Confirm that all information provided by us is true and correct. . 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. h) Agree to indemnify the Council, as set out overleaf. i) Agree, Council reserves the rights to forfeit our participation cost along with and debar us from participation during and after India Rough Gemstone show. j) Agree that the Participation Cost is not refundable except in the manner and under the circumstances mentioned in the terms & conditions overleaf. l) Agree that the Council reserves the right to refuse any application. m) Agree that space will be allotted at the discretion of the Council depending on availability of space. n) Agree that once applied for stall/s of a particular section cannot be changed for other stall/s at any other section later and the rules for cancellation as mentioned in clause 7 of Terms, Rules and Regulations as hereinabove will be applicable. p) 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. q) Agree that the Electrical Consumption should be strictly within the limit specified and the Council or any of their appointed agencies can check the consumption during or after the exhibition time and if we consume more than the limit specified, in that case the extra consumption should be charged on us and we shall accordingly pay the extra amount forthwith upon demand as decided by the Council or the electrical connection to our stall can be disconnected. r) Agree that the Council has the right to temporarily or permanently close down the show 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

A. We will not display Loose Diamond, finished Coloured gemstones and Jewellery in the India Rough Gemstones show.
B. We Will maintain a proper decorum and (abide by the) code of conduct as mentioned in clause 9 of Terms, Rules and Regulations 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 show due to my or any of my partners / directors / employees who will be representing my company at the show.

Please see overleaf for the details of these items

Name: _____ Designation: _____

Date: _____ Company Stamp: _____

1.Keep a copy of this application & Contract form for your record. 2 Applicant should provide with all the form with signature and company seal on all pages.

Signature: _____

TERMS, RULES & REGULATIONS

1. DEFINITION

"Application" means the Application & Contract Form

"Applicant" means any person/company/institution/organisation that has made an application for participating in the Exhibition but has not been selected to participate in the Exhibition

"Booth" means the exhibition space allocated to an Exhibitor in the Exhibition

"Council" means the Gem and Jewellery Export Promotion Council of India and includes the Council employees, directors, officers, contractors, subcontractors and agents

"Exhibition" means the India Rough Gemstones Show (IRGS 2018) to be hosted at Hotel Jaipur Marriot. For three days commencing from 8th to 10th January, 2018.

"Exhibitor" means any Applicant whose application to participate in the Exhibition has been accepted and includes any of the Exhibitor's employees, agents, contractors, sub-contractors and / or sub-licensees

"IRGS" or "IRGS 2018" means India Rough Gemstones Show 2018

"Participation Cost" means the amount paid by the Exhibitor as mentioned in clause 4 of the Terms, Rules and Regulations as herein below

2. APPLICATION

For the purpose of participating in the Exhibition, the participants shall have to submit the Application 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 Exhibition. The Council shall further have the right to decide which items / exhibits may or may not be displayed by any Exhibitor. All decisions of the Council to such effect shall be final and binding on the Exhibitor. No reason for any such decision shall be given and no claim or objection from any Exhibitor in relation thereto shall be entertained.

4. PARTICIPATION COST

a. All Applicants shall be liable to pay 100% of the total Participation Cost at the time of submitting the Application. This amount may, at the discretion of the Council be refunded under the circumstances and manner mentioned in Clauses 6 and 7 herein below in of Terms, Rules and Regulations. Council will have the full right not to issue the participation letter / block the exhibitor badges etc. for the defaulting companies of non-payment of the full participation cost.

b. No Application shall be accepted without the payment of the Participation Cost and if accepted shall be treated as null and void.

5. CANCELLATION OF THE EXHIBITION

a. The Council reserves all rights to cancel the Exhibition at any time without assigning any reason for such cancellation. In such an event, upon the Exhibitor making a written application in that regard, the Council shall refund the Participation Cost which is already paid to the Exhibitor without any interest. Upon the Council refunding the Participation Cost the Exhibitor shall not have any nor make any further claim/s against the Council.

b. The Council also reserves all rights to cancel or reduce any one or more days of the Exhibition or change the dates or venue of the Exhibition without assigning any reason for such cancellation. In such an (such event) event the Council shall not make any refund of any amount or payment of any kind whatsoever to any of the Exhibitors.

6. CANCELLATION OF EXHIBITION SPACE BY THE EXHIBITOR / APPLICANT

In the event of an applicant and / or Exhibitor cancelling or reducing his space reserved, the Council will be entitled to deduct such cancellation charges: If cancelled at any time after the booking **then 100%** of the total Participation Cost shall be forfeited by the Council.

7. BOOTH ALLOCATION & USE

a. Council reserves the right to accept or reject the application after checking the company profile of applicant as submitted. The decision and the judgment of competent officials / representatives / committee on this matter will be final & binding on the applicant.

b. The Council reserves all powers & rights to allocate booths in any manner they deem fit and all decisions to such effect shall be final. No personal request or recommendation from any office bearers of Council to this effect will be entertained.

b. The Council is entitled to, in its absolute discretion, to change, withdraw, reduce or otherwise deal with Booth allocated to an Exhibitor or change the dates and / or reduce the number of days of the Exhibition and/or the change the venue of the Exhibition, even though the same has been confirmed, and in such circumstances, all the terms and conditions as laid down herein shall be binding on the Council and the Exhibitors. The Council shall inform the Exhibitors of all such changes at least 5= days before the start of the Exhibition.

c. The Council reserves the power to close any machine or device and remove it at any time before or during the Exhibition, if in the opinion of the Council, such machine or device is dangerous, or is not in accordance with any regulation provided hereinafter or, if the Exhibitor or his representative fails to observe and comply with any of these regulations. The Council may remove any such Exhibitors or his representatives misbehaving at the Exhibition centre with reasonable force, if necessary at the expense of the Exhibitors, without the Council being liable for any loss or damage which may be occasioned by or through such removal; and any sums of money which may have been paid by the Exhibitors for rent and charges shall not be refunded.

8. BOOTHS & EXHIBITS

a. Built-in stalls are all of uniform designs including the fascia board with the Exhibitors name, . No alterations or additions will be permitted to the standard fascia and lettering by the Exhibitor. No single brand / group name can be displayed in multiple stalls in fascia or construction wall display which can be visible outside the stall erected at IRGS.

b.

c. .

d. .

e. Before an Exhibitor decorates his booth, he must closely observe the following rules and liaise with the Council's official contractor before the commencement of the works-: **i.** No Abusive content, posters, wallpaper, paint, may be applied to or used in any manner on booth or. **ii.** All standard shells are framed with high quality aluminium and the Exhibitor must not screw, drill or nail on any of these frames. The Exhibitor shall be liable for all losses, damages and costs resulting from a breach. **iii.** The Exhibitor may apply single or double-sided tapes on the existing panel. **iv.** No glue, scotch tape, self-adhesive paper, screws, nails, spikes, pins or paint should be used on floors, walls, pillars or any part of the Exhibition Hall. **v.** All containers, packing items and any other articles not for display must be removed from the Exhibition Hall before the day of opening. **vi.** No pressurised containers may be used in the Exhibition Hall without the prior approval of the Council. **vii.** Electricity consumption of each exhibitor will be measured by the authorised person of the Council and all Exhibitors are liable to pay whatsoever the excess consumption if the same is permitted by Council.

f.

g. Display of products by all Exhibitors should be only rough precious and semi precious stones . Display of all exhibits will be monitored strictly.. .

9. OPERATION OF BOOTH

a. No Booth shall be left unattended at any time during the opening hours of the Exhibition. The Exhibitors' staff must be present at the relevant Booth at least 30 minutes before the opening hour and leave the Exhibition Hall not later than 30 minutes after the closing hour. The Exhibitor shall be responsible for the good conduct of all his staff, agents or representatives.

b. No business activity shall be conducted by the Exhibitor and / or his staff outside the allocated booth area. No advertising or canvassing for business may take place anywhere else in the Exhibition Hall and in the registration area, which include distributing the leaflets or soliciting visitors to the booth by standing on aisles etc.

c. No activity which, in the opinion of the Council may amount to a nuisance or annoyance to the public or other exhibitors shall be caused by the Exhibitor within the vicinity of the Exhibition. In particular, audio-visual display equipment must be so positioned, and the sound level so adjusted so as not to annoy any reasonable person. The Council reserves the right to disconnect or discontinue any audio-visual presentation or other equipment, which is in their opinion, detrimental or offensive to others.

d. The Exhibitor must submit all material particulars of all exhibits including weights and dimensions to the Council for their approval.

e. If a working exhibit is displayed precautions must be taken for the protection of the public and legible signs of "DO NOT TOUCH" in English must be placed on any moving exhibit to warn the public. The Exhibitor intending to demonstrate working equipment in his Booth must provide the Council in writing with full details of the working machinery concerned.

f. All precautions must be taken by the Exhibitor against fire and provisions for the extinguishment of fire to the satisfaction of the Council must be made.

g.

h. No exhibit is allowed to be taken into the Booth once the Exhibition has been officially opened unless special permission is given by the Council.

i. No exhibit may be removed from the booth before the close of the Exhibition except for overnight storage. In case of removal of any exhibit/s or early closure of booths without intimation to and approval by the Council by any exhibitor is noted, then the same exhibitor will lose the right of preference for participation in subsequent shows of IRGS as old exhibitor.

j. In case of misuse/impersonation of badges by any exhibitor or his staff member, the particular badge misused will be confiscated and no new badge will be issued in lieu of the same badge. In addition to that the participating company will be duly cautioned in writing for such violation and misuse of badge. In case of any subsequent misuse by the same exhibiting company, in addition to confiscation of the badge, the company will lose the right of preference for participation in subsequent shows of IRGS as old exhibitor and Council may take steps to stop business and close the stall/s of the same exhibitor for the entire duration of the exhibition.

10. ELECTRICAL WORK

a. The electrical supply is for single phase, 210-230 volt and electric current of higher voltage in 3 phases will be supplied only subject to prior permission and arrangement with the Council.

b. Electricity will be supplied only through the Council or electrical contractors appointed by the Council. No multi-plug is allowed to be used by any Exhibitor.

11. INSURANCE, INDEMNITY BY THE EXHIBITOR AND THE COUNCIL EXCLUSION OF LIABILITY

a. The Exhibitor must have, at all times (immediately prior, during and after the Exhibition) a 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 Exhibitors and / or as the Council may require, from time to time, in connection with inter alia, the Exhibitor's property and its activities during the Exhibition (including the moving in and moving out periods). Every such insurance policy shall cover the Council as a co-assured and shall be presented to the Council as and when required and / or demanded by the Council. The Council shall not admit / accept any right to recourse either from the Exhibitor and / or from its insurer. The Exhibitor and / or its insurer hereby thus waive all its / their right to recourse, in favour of the Council. Further, the Exhibitor shall take all necessary steps to incorporate in its insurance documents the relevant clauses to the effect

Signature: _____

that the Exhibitor and / or its insurer shall not subrogate and waive off any and all claims duly covered under such insurance policy (ies). The Council reserves the right to inspect every such insurance document to cross verify that the above requirements are met with and thus may call upon for the insurance documents for purpose of such inspection at any time prior, during and after the Exhibition.

b. The Exhibitor's property is brought to, displayed and stored at, and removed from the Exhibition Centre at the Exhibitor's own risk and the Exhibitor is responsible for the safety of its property at all times including the completed stalls.

c. The Exhibitor agrees to indemnify and keep the Council indemnified, safe and harmless, on demand, from and 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; Exhibitor Manual or any applicable laws and regulations, by the Exhibitor or (b) any act, omission, default or negligence of or loss or damage caused by the Exhibitor in connection with any other person, the Exhibition and the Exhibition Centre.

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 Exhibitor or any other person arising in connection with the Exhibition including without limitation, any theft, fire, use of the Safe Rental/ Strong Room Service (if it is provided by the organizer), defect in the Exhibition Centre howsoever caused, cancellation or early closure of or delay in the opening or closing of the Exhibition 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 Exhibitors should insure against such matters. The Exhibitor shall be solely liable to any third party for, inter alia, any claims, injury or damage arising from its Booths and its portion of the built in stall.

e. If the Exhibition is cancelled or closed early for whatever reason beyond the control of the Council, the Council's performance under this contract shall be absolutely discharged and the Council shall not refund any rental payments (or a proportion thereof as appropriate) made by the Exhibitor to the Council in relation to the Exhibition 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 Exhibitor should insure against any such event occurring.

12. MOVING IN & OUT OF THE EXHIBITION CENTRE

a. The Council shall provide each Exhibitor with a schedule for the moving in anda. out of exhibits and decoration items, which must be strictly followed. In the process of moving in the Exhibitor should arrange for authorised representatives to be present at its Booth to receive the goods, as the Council will neither accept delivery of any goods on anybody's behalf, nor will the Council be responsible for the subsequent safe- keeping of any item.

b. All exhibits and decoration materials shall be removed immediately after the Exhibition as per the arrangement made by the Council. All exhibits andb. decoration materials left behind shall be deemed forsaken. The costs incurred forc. the removal of any such items shall be borne entirely only by the Exhibitor.

c. All goods must be carried by rubber-tyre trolleys over protective boarding.

d. Every such item which will be moving in and out of the Exhibition Centre shall be covered by the proper and valid insurance and governed by Clause 12 of Terms, Rules and Regulations as hereinabove.

13. MISCELLANEOUS

a. Any work carried out in India must be in accordance with the current laws and regulations of the Civil & Government of the State and Union. Any contravention of these conditions will be stopped immediately. The Council will not be held responsible for any extra cost or delay so caused.

b. Failure of the Exhibitor at any time before or during the Exhibition period to comply with any of the Exhibition rules and conditions shall automatically debar the Exhibitor of the right to participate any further in the exhibitions and no claim for refund of any fee paid shall be entertained by the Council.

c. The Council reserves 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 Exhibition. Any dispute or difference arising out of the interpretation of these terms, conditions and regulations or regarding the rights, duties and obligations of the Exhibitors shall be decided by the Council whose decision shall be final.

d. For the purposes of these Terms, Rules and Regulations, the expressions Council, Exhibitor, Exhibition, Exhibition Centre and Exhibition Manual mean the respective parties, event and exhibition venue as described herewith.

e. The Exhibitors are requested to use only the overnight storage provided by the organizer or its appointed agent. No safe will be provided. If any Participant/ Exhibitor keep their merchandises open after the show, it shall be on his own risk and Council shall not be responsible in any manner.

f. The official lunch will be served to the exhibitors during the exhibition.

g. Exhibitors 'Manual' (It may be sent through email at a later date) means the manual supplied or to be supplied by the Council to the Exhibitor relating to the Exhibition Centre, the Exhibition space and other matters (as amended from time to time). These Terms, Rules and Regulations shall prevail if there is any inconsistency between them and the Exhibitors 'Manual'. Nothing shall restrict the freedom of the Exhibition Centre operator to amend its rules and regulations at any time without notice.

h. All applications shall be made on the basis of these Terms, Rules and Regulations and the Exhibitors Manual.

i. By signing this contract, Exhibitors are deemed to have signed and agreed to The Terms and Conditions of the IRGS 2018 and the Exhibitor's Manual.

14. 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.

15. SUB-LETTING

The Exhibitors shall not transfer, dispose of part with or otherwise sublet the whole or part of its Booth, whether for financial consideration or otherwise to any other exhibitors/applicant. The exhibitor must, if he is an agent, distributor or licensee, state at the time of submitting the Application the names or principals to be represented. This does not prohibit an Exhibitor for displaying the products of a principal for whom it is acting as an agent, distributor, or sole licensee with the prior written permission from the Council.

If any Exhibitor or its representatives allows any other exhibitors /applicants or its representative in its booth without proper identification and badges allocated to that particular booth by the Council, then such activity would be considered as sub-letting by the exhibitor and appropriate disciplinary action may be taken by the Council against both the Exhibitor and the Exhibitor/Applicant who was part in sharing the booth including its representatives. The said disciplinary action may include immediate closer of the booth of the Exhibitor at the show and/or lose the chance to exhibit by the Exhibitor/Applicant at all future events of the Council and/or black listed/debarred from all the activities of Council.

PARTICIPATION GUIDELINES

1. The exhibition is purely a B2B exhibition and open only to Indian and foreign4. trade buyers, press and members of Council.

2. **Participation Cost for exhibitors are as follows:**

a. The prize would be USD 700/- for 3X3 stalls which includes all government taxes.

3. **How to book your Stall/s:**

Application forms, duly completed, along with the requisite participation cost and Security Deposit & Govt. Service Tax. , should be sent to the Jaipur Regional office on email id jaipur@gjepcindia.com Stall allotment procedure will be6. informed to the applicants on due course.

d. **5. Payment Rules:**

Application for booking of stall/s must be accompanied with payment made through wire transfer for the amount payable as mentioned in Clause 2(a)) of Participation guidelines

Timings of exhibition: 10 a.m. to 5 p.m. in normal case. Exact details will be given in the Exhibitor's Manual.

5. Additional Accessories and Furniture for built in stall exhibitors:

A list of additional accessories / fixtures, along with rates, which may be ordered from the official stall contractor, will be sent along with the Exhibitors Manual. Exhibitors wishing to order additional accessories / fixtures should do so before the deadline mentioned in the Manual after which a late order surcharge would be levied and accessories / fixtures would be provided only subject to availability.

Other Do's and Don'ts and the Code of Conduct during the exhibition will be contained in the Exhibitors' Manual, which the exhibitors are strictly required to adhere / observe. The Exhibitors' Manual will be sent to all confirmed participants.

The Council reserves all powers and rights to allocate booths in any manner they deem fit & all decisions to such effect shall be final.

The Council reserves the right to amend the rules and regulations of Participation from time to time in the best interest of the participants.

Signature: _____

GJEPC REGIONAL OFFICE

JAIPUR
Contact Person: Shri Sanjay Singh – Director - Jaipur Region
Address: Rajasthan Chamber Bhavan, 3rd Floor, Mirza Ismail Road,
Jaipur 302 003, India.
Tel: +91 141 2574074/2568029, **Fax:** +91 141 2567921
Email:jaipur@gjepcindia.com

Name: _____ Designation: _____

Signature: _____ Date: _____

Company Stamp:

Signature: _____