

- b. The Council is entitled to, in its absolute discretion, to change, withdraw or otherwise deal with Booth allocated to any Participants or change the dates and/or venue of the IDCS, even though the same has been confirmed, and in such circumstances, the terms and conditions as laid down herein shall continue to bind the Council and the Participants.

9. Booths & Exhibits

- a. Built-in booths are all of uniform designs including the fascia board with the Participants name, which is registered with GJEPC (No sister company name or brand names will be allowed under any circumstances whatsoever). No alterations or additions will be permitted to the standard fascia and lettering by the Participants.
- b. The Participants are not allowed to employ his own contractor to erect and decorate his own booth.
- c. No storage facilities shall be provided for packaging cases, surplus materials or other property of the Participants.
- d. Before a Participant decorates his booth, he must closely observe the following rules and liaise with the Council official contractor before the commencement of the works:-
 - i. No posters, wallpaper, paint, drilling or nails or screws may be applied to or used on the existing panel.
 - ii. All standard shells are framed with high quality aluminium and the Participants must not screw, drill or nail on any of these frames. The Participants shall be liable for all losses, damages and costs resulting from a breach.
 - iii. The Participants 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 IDCS Hall.
 - v. All containers, packing items and any other articles not for display must be removed from the IDCS Hall before the day of opening.
 - vi. No pressurised containers may be used in the IDCS Hall without the prior approval of the Council.
 - vii. Electricity consumption of each Participant will be measured by the authorised person of the organiser and all Participants are liable to pay whatsoever the excess consumption.
 - viii. Inside branding should not exceed beyond 2.50m (8'2") in height without the specific consent of the Council. Exhibits & displays should not exceed this limit

10. Operation of Booth

- a. No Booth shall be left unattended at any time during the opening hours of the IDCS. The Participants' staff must be present at the relevant Booth at least 30 minutes before the opening hour and leave the IDCS Hall not later than 30 minutes after the closing hour. The Participants shall be responsible for the good conduct of all his staff or representatives.
- b. No business activity shall be conducted by the Participants and/or his staff outside the allocated booth. No advertising or canvassing for business may take place anywhere else in the IDCS Hall
- c. No activity which, in the opinion of the Council may amount to a nuisance or annoyance to the invited buyers or other Participants shall be caused by the Participants within the vicinity of the IDCS. In particular, audio-visual display equipment is not allowed to be used in the vicinity of IDCS.
- d. All precautions must be taken by the Participants against fire and provisions for the extinguishment of fire to the satisfaction of the Council must be made.

11. Electrical Work

All electrical works shall be carried out by the official contractor appointed by the Council

- a. The electrical supply is for single phase, 500w/ 220v socket will be provided in each booth.
- 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 Participants.
- c. Participants are strictly advised NOT to directly draw electricity from the venue Distribution Boxes. If detected, these would be immediately disconnected by Organizer's electrical engineers.
- d. Participants are strictly advised NOT to use their own electrical fittings and light except for Diamond Lamp and Laptop.
- e. Each booth will be provided with electrical connections and will be provided maximum consumption of 1000 watts.

12. 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 IDCS (including the moving in and moving out periods)

- b. The Participant's property is brought to, displayed and stored at, and removed from the IDCS 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 IDCS and the IDCS 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 IDCS including without limitation, any theft, fire, use of the Strong Room Service (if it is provided by the organizer), defect in the IDCS Centre howsoever caused, cancellation or early closure of or delay in the opening or closing of the IDCS 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. The Participants 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 IDCS 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 rental payments (or a proportion thereof as appropriate) made by the Participants to the Council in relation to the IDCS 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.

13. Moving In & Out Of The IDCS Venue

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

14. Miscellaneous

- a. Any work carried out in India must be in accordance with the current law 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 Participants at any time before or during the IDCS period to comply with any of the IDCS rules and conditions shall automatically debar the Participants of the right to participate any further in the IDCS and no claim for refund of any fee paid shall be entertained by the Council.
- c. 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 IDCS. 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.
- d. By signing this contract, Participants are deemed to have signed and agreed to The Terms and Conditions of the IDCS.

15. 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.

16. 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.

17. Sub-Letting:

Signature: _____

The Participants shall not transfer, dispose or part with or otherwise sublet the whole or part of its Booth, whether for

financial consideration or otherwise.

PARTICIPATION GUIDELINES

Annexure 3

1. The IDCS is open to all Indian GJEPC members and foreign buyers selected by the Council. The exhibits include loose diamond/ coloured gemstones.
 2. **Membership:** Membership of the Council is a pre-requisite for all Indian firms participating at the IDCS and only for loose stones. 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, outstanding beyond 120 days, will not be entertained. Those intending to enrol for membership for participation at the IDCS, the procedure for the same will be 3 days from the date of submitting the application.
 3. **Participation Cost for participants are as follows:**
 - a. The participation fee will be payable as mentioned in the application form. (Maximum 50 Booths, with not more than 2 booths will be permitted for each member company, out of which 70% will be reserved for Diamond panel and 30% for Colour gemstone panel)
 - b. An additional Refundable Security Deposit of Rs. 10,000 (refundable after any deduction if applicable) towards any appropriated by the Council towards any damages to the contractors material or premises of the venue
 - c. Participants shall be liable to pay full Participation Cost and the Security Deposit & Govt. Service Tax at the time of booking along with the application form with their preference for stalls. **(Council reserves the rights to allot the space to exhibitors)**
 - d. Government Service Tax of 10.3% extra will be paid by the participants
 4. **Criteria:**
 1. 1st preference to current IJJS 2009 exhibitors
 2. 2nd preference to members who are participating under India Pavilion at the various international fairs throughout the world under the Council
 3. After exhausting the above preferences the participation will be open for all Diamond and Colour gemstone panel members of the Council.
 5. **How to book your booth:**

Application forms, duly completed, along with the requisite participation cost and Security Deposit & Govt. Service Tax.

In case of more than requisite number of applications received by the Council the booth will be allotted on lottery basis

Booth allotment will be done based on the selection criteria set by the Council.
 6. **Payment Rules:**
 - a. Application for booking of booths must be accompanied with cheque/demand draft for the 50% amount payable including the security deposit & Govt. Service Tax.
 - b. Mumbai based exhibitors may pay by cheque. Outstation firms should pay by demand draft only. Outstation firms can also pay at their respective regional offices.
 7. **Timings of IDCS:** As decided by the Council
 8. **Other Do's and Don'ts and the Code of Conduct during the IDCS will be contained in the IDCS' Manual, which the participants are strictly required to adhere/observe. The Exhibitors' Manual will be sent to all confirmed participants.**
 9. The Council reserves all powers and rights to allocate booths/office in any manner they deem fit & all decisions to such effect shall be final.
 10. The Council reserves the right to amend the rules and regulations of Participation from time to time in the best interest of the participants.
- ** Council is planning to host the IDCS depending on the response of the 1st Edition.

REGIONAL OFFICES OF THE GEMS & JEWELLERY EXPORT PROMOTIONAL COUNCIL

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Signature: _____