



IDJP 2009 –10 Registration No.: _____ (for official use only)

APPLICATION FOR PARTICIPATION BY MANUFACTURERS IN INDIA DIAMOND JEWELLERY PROMOTION PROGRAM 2009 – 10

Please affix your recent passport size photograph. Kindly sign across the photograph.

The Gem & Jewellery Export Promotion Council,
 Diamond Plaza, 5th Floor, 391-A, Dr. D. B. Marg, Mumbai – 400 004. INDIA
 Tel: (+91-22) 4354 1800 • Fax: (+91-22) 2380 8752
 E-mail: idjp@gjepcindia.com • Website: www.gjepc.org

1. Participant's Name of the Firm: _____
2. Council's Membership No. (2009-10): _____
3. Current Membership Date: _____
4. Full Office Address (for correspondence):

5. Tel. No. (with area code): _____
6. Fax No. (with area code): _____
7. E-mail Address: _____
(Application will be deemed to be incomplete and subject to rejection if e-mail address is improperly mentioned. Please note that all official communication by and on behalf of the Council will be preferably done only on the e-mail address provided herein. You may also provide any alternative e-mail address for smooth communication. The Council will not be responsible in any manner whatsoever for mis-communication on account of wrong e-mail mentioned herein or due to any technical error or snag.)
8. Website: _____
9. Local Sales Tax / Service Tax / VAT Registration details: _____

10. Name of the Contact Person & Designation: _____

11. PAN details of the Contact Person: _____
(Please provide certified true copy of the PAN)
12. A brief about business (Not exceeding 50 words): _____

(Please append additional sheet / annexure if the space provided herein is not sufficient.)

13. Details of Factory Outlets / Retail Outlets / Stores / Retail Dealers or Franchisee / Brand, etc.

(Please append additional sheet / annexure if the space provided herein is not sufficient.)

14. Participation Details:

Have you participated in any of the events / activities organized by the Council in past?

If yes, please indicate: IIJS BSM International Exhibition (India Pavilion)

Other (Please specify): _____

15. Are your products being certified by any agencies (If yes, please indicate): IGI GIA GII EGL

Other (Please specify): _____

16. Has your firm been certified for quality standards (If yes, please indicate:): ISO BEM

Other (Please specify): _____

17. Have you been a part of any promotional campaign, in past, through any agency or as a self initiative?

If yes, please specify the details of the same and medium of the advertisement / promotional campaign, by way of a separate Annexure.

18. PARTICIPATION CATEGORY FEE TABLE:

We would like to go for:

Manufacturer Category	Category Fee (Rs.)	Service Tax @ applicable rate (currently 10.30%)*	Total	Less TDS @ applicable rates (Currently 2.06%)	Net Total	Benefits**	Category Opted (Please tick as applicable)
Basic Participation	10,00,000/-	10,3000/-	11,03,000/-	22,722/-	10,80,278/-	Rs.12 Lakh worth of Diamond Vouchers that, manufacturers can give retailers for additional ads.	
3 Retailer Package	20,00,000/-	20,6000/-	22,06,000/-	45,444/-	21,60,556/-	Rs.12 Lakh worth of Diamond Vouchers plus Enrollment of 3 retailers	
10 Retailer Package	40,00,000/-	41,2000/-	44,12,000/-	90,887/-	43,21,113/-	Rs.12 Lakh worth of Diamond Vouchers plus Enrollment of 10 retailers	
20 Retailer Package	65,00,000/-	66,9500/-	71,69,500/-	1,47,692/-	70,21,808/-	Rs.12 Lakh worth of Diamond Vouchers plus Enrollment of 20 retailers	
35 Retailer Jumbo Package	1,00,00,000/-	10,30,000/-	1,10,30,000/-	2,27,218/-	1,08,02,782/-	Rs.12 Lakh worth of Diamond Vouchers plus Enrollment of 35 retailers	

* Additional taxes, if any, shall be applicable on the Participation Fees, as per the Government norms and will be charged extra at the rate prevalent from time to time.

** For further details on benefits, please read the enclosed offer / invitation letter. Each Manufacturer Participant can avail of/purchase of additional diamond vouchers of such denomination as may be notified from time to time. Each Participant is required to fill up a separate form for every such voucher.

19. **PAYMENT SCHEDULE:**

The Participant shall pay the Participation Fee as per the applicable category, in 2 (two) equal installments, pursuant to the following schedule:

- The Participant shall pay an advance of 50% (fifty percent) of the Category Fee opted by the Participant, forthwith in advance along with the Application and supporting documents; and
- Balance 50% (fifty percent) shall be paid within 1 (one) month of the payment of the first installment..
- All payments to be made, either by Cheque or Pay Order or Demand Draft as applicable, in favour of **The Gem & Jewellery Export Promotion Council**.

20. **PAYMENT DETAILS:**

First installment details:	
Amount (being 1 st installment (50%) of the category fees): Rs.	_____
In words:	_____
Cheque / Pay Order / Demand Draft No.:	_____ Date: _____
Bank Name (drawn on):	_____
Bank Branch:	_____

Declaration: We hereby confirm our participation in IDJP in Category _____ and we confirm our acceptance of the rules & regulations governing IDJP and the T&Cs forming part of this Application Form.

Signature: _____

Seal of the Company: _____

Name: _____

Date: _____

UNDERTAKING

We hereby understand, agree and undertake that:

1. We shall not use any logo, tradestyle or name 'The Gem & Jewellery Export Promotion Council' (the Council or GJEPC) owned by the Council in any manner whatsoever for self advertisement in of any form, print, electronic or otherwise, on any form of stationery, including cash memos, bills, challans, letterheads, visiting cards, leaflets, brochures, etc., or for any other promotional material in our local outlets or otherwise, other than as may be permitted by the Council in this behalf.
2. The Council will not be concerned in any way with the sale proceeds received by us during IDJP. We confirm that IDJP campaign is entirely for our benefit.
3. The Council will have no responsibility of any nature whatsoever in respect of any claim made by any third parties including customers in respect of any guarantee given for the quality and the workmanship of our product. We confirm that we alone will be responsible for meeting such a claim, if any, and indemnify the Council at all times against any and all claims or responsibilities to which the Council may be subjected in this behalf.
4. The Council will not be responsible for any dispute or claim with any State Government and/or Central Government bodies/agencies/departments or any other autonomous bodies including the consumer courts and appropriate forums.
5. The Council will not be a party to any dispute with the Sales Tax, Income Tax, Customs, Excise or Octroi departments or with any other local or central laws which are applicable and/or enforced on us.
6. We shall not interact directly or indirectly through any source, with the media, print, electronic or otherwise, or come out with any publication using the Council's name in any manner whatsoever.
7. We shall not participate in and / or advertise, directly or indirectly, in any other similar kind of promotional scheme during the IDJP term, which may adversely affect or conflict with the Council's interest.
8. We shall indemnify and keep the Council indemnified against any cost, loss or damage including incidental costs which you may incur or sustain as a consequence of any claim, demand, action or proceedings by any persons in respect of such claims and that such indemnity shall remain in full force and effect until extinction of such claim or action.
9. We shall abide by any changes and modifications in the IDJP rules & regulations and other terms & conditions governing IDJP.

Signature: _____

Seal of the Company: _____

Name: _____

Date: _____

NOTE:

1. All the information should be completed properly or else the Application shall be subject to rejection. Every page of the Application and the Annexure should be duly signed and stamped.
2. The last date for submitting the duly filled Application along with Annexure is 25th May, 2009.
3. All the Participants should have their membership and renewal active as on date of this Application. In the absence of renewal of membership, the Council reserves right to reject any such Application.
4. Any Application received after the deadline of 25th May, 2009, will be considered only, if in the sole opinion of the Council the optimum number of participation has not been achieved.
5. If any Participant is having any amount outstanding with and payable to the Council, in any manner whatsoever, the Council shall have full right to reject the Application without assigning any reason.
6. Though the final choice of the retailers or nomination of any retailer shall be at the sole discretion of the participant manufacturers, however each registrant retailer has to comply with the rules & regulation of IDJP and the terms & conditions governing the same.
7. If the Participant distributes or registers a retailer located at a city / region other than those which are currently covered under IDJP, every such registrant retailer shall be advertised / marketed only in those nearest cities that are covered under IDJP. In such an event neither the Participant nor the registrant retailer shall make any claim whatsoever pertaining thereto. Notwithstanding anything stated herein, the Council shall provide such retailers with the relevant advertisement coverage provided that the optimum retailer registration for such region has been obtained making the marketing coverage more feasible.
8. The Participant is expected to read & understand all the terms & conditions forming part of the Application, carefully before signing the same.

Signature: _____

Seal of the Company: _____

Name: _____

Date: _____

Standard Terms & Conditions

These Standard Terms & Conditions apply to all the Participants of the India Diamond Jewellery Promotion Program to be organized by the Gem & Jewellery Export Promotion Council of India for the financial year 2009 – 10. By participating in the IDJP, the Participant is deemed to have agreed to these T&Cs without any qualifications.

DEFINITION:

'Application' means and includes Application Form and Standard Terms & Conditions mentioned herein.

'Council' or 'the Council' means the Gem & Jewellery Export Promotion Council of India and includes the committees of the Council & its members, executives, employees, directors, officers, contractors, sub-contractors and agents.

'IDJP' means the India Diamond Jewellery Promotion Program organized by the Council under the brand name IDJP or any other brand name for supporting and promoting the diamond jewellery market in the country.

'Participant' means and include the applicant who is manufacturer applying or registering itself for participating in IDJP.

'Participation Fees' means the fees paid by the Participant as specified overleaf pursuant to the terms herein.

'T&Cs' means the Standard Terms & Conditions forming integral part of the Application and read in conjunction with the Application Form at all times.

APPLICATION:

For the purpose of participating in IDJP, the Participant shall submit the Application complete with all details together the relevant supporting documents / Annexure as indicated in the Application and the applicable Participation Fees.

PARTICIPATION & PARTICIPATION FEE:

The Council reserves all rights to accept or refuse any Application of any Participant of IDJP. The Participant agrees to pay the Council immediately upon signing the Application, in Indian Rupees, the Participation Fees, in accordance with the payment terms specified overleaf and it shall not make any set-off against the Council. If any payment is not made when due, the entire amount shall immediately become due and payable upon reminder notice. If the Participant even after such reminder notice defaults in making payment of the balance amount payable hereunder, within 15 days from date of reminder notice then the participation shall be deemed to be cancelled by the Participant itself and shall not be entitled to refund of any payments made herein. The Participant understands that the Participation Fees paid along with the Application and thereafter shall not be refunded by the Council in any manner whatsoever, except for and in accordance to Article pertaining to Cancellation Policy.

CANCELLATION POLICY:

The Council reserves all rights to cancel the IDJP at any time without assigning any reason for such cancellation. In such an event, upon the Participant making a written application in this behalf, the Council shall refund the Participation Fees to the Participant, without any interest and to extent the fees remains unutilized for the purpose of attaining the objectives of IDJP. Upon the Council refunding such proportionate fees, the Participant shall neither have nor shall the Participant make any further claim against the Council.

The Council also reserves all rights to cancel any one or all buyer seller meets planned to be organized by the Council during the IDJP term without assigning any reason whatsoever. 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.

Notwithstanding what is stated herein, if the Participant cancels his participation from IDJP for any reason whatsoever, then the Council shall not be liable to make any refund of the Participation fees to the Participant, either in part or in full.

TERMS OF USE:

The Council reserves all powers & rights to decide upon the campaign creative to be adopted for the purpose of campaigning IDJP. The Council shall at its sole discretion market the registrant retailers in the manner as may be deemed fit for the purpose of the campaign and all such decision of the Council shall be final and binding.

The Council shall at its sole & absolute discretion change, withdraw or otherwise deal with the medium of advertisement, print, electronic or otherwise, for any registrant retailers or change the date of publishing the advertisements and such decision of the Council shall be final and binding.

The Council shall endeavor to advertise IDJP and the registrant retailers on the commercially reasonable effort basis, but shall not be liable in any manner whatsoever, for any fault, mistake, error or blunder of any nature by the media agency in doing justice with the advertisements.

The Council shall not be responsible in any manner whatsoever, if the registrant retailer does not or fails to redeem the diamond voucher.

Any and all projections or information provided by the Council on the IDJP and the result accruing there from, both before and during the IDJP term, is not a product of independent investigation of the each and every factor contributing to the result and the end result as projected should be treated as mere projections, which may be subjected to certain variation in actual, depending upon the unforeseen external circumstances & influence.

The Council may from time to time design various suitable schemes under IDJP for promoting the subject matter of IDJP involving the financial institutions. In such an event, the choice of the financial institutions/consumer groups as applicable shall be solely determined by the Council at all times.

Signature & Seal _____

INSURANCE BY THE PARTICIPANTS:

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 IDJP.

The Participant acknowledges that its property is brought to the buyer-seller meets planned to be organized by the Council at the Participant's own risk and the Participant is responsible for the safety of its property at all times.

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 Participant or any other person arising in connection with the intra-participant dealing during IDJP, including without limitation, any theft, fire, cancellation or for whatever reason beyond the control of the Council, including any natural calamity or any act of God, howsoever arising. The Participant should insure against every such matters. The Participant shall be solely liable to any third party for, inter-alia, any claims, injury or damage arising from its intra-participant dealing.

If IDJP is cancelled by the Participant or could not generate the expected result for whatever reason which is beyond the control of the Council, the Council performance under this contract shall be absolutely discharged and the Council shall not be liable to refund payments (or a proportion thereof as appropriate) made by the Participants to the Council in relation to IDJP 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 Participant should insure against any such event occurring.

INDEMNITY:

The Participant agrees to hold harmless and indemnify the Council and its committee members, executives, officers, agents, employees or partners, on demand, at all times during IDJP term and thereafter, from and against any other participant's or third party's claim, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees of every kind and nature, arising from or in any way related to IDJP or any intra-participant transaction.

Notwithstanding anything stated herein, the Participant 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 T&Cs 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 or IDJP.

DISCLAIMER & LIABILITY:

The Council does not give any warranty whatsoever, including without limitation, as to the availability, accuracy, currency completeness, correctness, or reliability of any information, including any projections or presentations made available and expressly disclaims (to the maximum extent permitted in law) all liability for any direct or indirect damage or loss resulting from the Participant's use of, or reliance on the information or the contents provided both before and during IDJP. Through these T&Cs, the Participant acknowledges that every business decision, to some degree or the other, represents the assumption of risk and that the Council, while executing IDJP does not and cannot underwrite or assume the Participant's risk, in any manner whatsoever. The Participant, therefore, agrees that the Council shall not be liable to the Participant in any manner for any direct or indirect loss or injury arising out of or caused, in whole or in part, by the Council's negligent or other acts or omissions in performing its obligations under these T&Cs, whether or not any such matter amounts to a fundamental breach of these T&Cs.

Further, the Council shall not be liable, at any time, for special, incidental, exemplary or consequential damages (including, without limitation, damages for loss of business projects or loss of profits), even if advised of the possibility of such damages, arising in contract, tort or otherwise from any acts or omissions arising as a result of any failure of performance, error, omission, interruption, defect or delay in the activities under IDJP undertaken by the Council, which is beyond the reasonable control of the Council.

If, notwithstanding the foregoing, liability can be lawfully imposed and enforced on the Council, then the Participant agrees that the Council's aggregate liability for any and all losses to the Participant arising out of any negligent or other acts or omissions of the Council in connection with execution of IDJP regardless of the cause of the loss or injury and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed the amount paid by the Participant towards the first installment of the Participant Fees specified overleaf or Rs.2 lakh (Rupees Two Lakh only), whichever is lesser, and the Participant covenants not to sue the Council for a greater amount.

The Council provides no advice or endorsement of any kind through IDJP or the initiative contemplated herein. The availability of the information or projection does not constitute a recommendation by the Council to enter into any transaction, intra-participant or otherwise, or follow any course of action.

All decisions made by the Participant must be based solely on the Participant's evaluation of the circumstances and objectives. The Council recommends that the Participant independently verify the credibility of the party with which it will be dealing under IDJP.

The Council shall not be responsible in any manner for the monetary rights of the Participant under IDJP. Further, the Council shall not be responsible for any dispute or difference that may arise from IDJP or as between the participants of IDJP or any third party with which the Participant will be dealing under IDJP.

The Council shall at no point of time be a party to any tax related, consumer related matters / issues of the Participant and the Participant agrees to indemnify and keep the Council indemnified, at all times, from and against any and all such claims which pertains solely to the Participant. The Council shall not be responsible if the number of the other Participants or registrant retailer participants falls below the expected level due to any reasons or unforeseen circumstances what so ever.

The activities under IDJP shall be triggered only in those cities which are currently chosen by the Council and with respect to those diamond jewellery product which the Council deems fit. The Council's decision as to the advertisement coverage in any region shall be sole decision of the Council. Nothing in this Application shall prejudice the terms & conditions of the other activities undertaken by the Council.

OWNERSHIP:

All rights in trademark, logo, tradename, tradestyle and IDJP ("Logo") shall be exclusive property of the Council and the Participant shall not in any manner whatsoever use or advertisement the same in any form, written, electronic or oral, for its personal gain. The Logo shall not be used at any time by the Participant in any manner except for the promotional activities approved by the Council in writing.

CONFIDENTIALITY:

The T&Cs herein shall be held in strict confidence by the Participant at all times and shall never be reproduced, revealed or made accessible in whole or in part, in any manner whatsoever, to others unless required by law, or unless the Participant first obtains the Council's written consent.

TERMINATION:

These T&Cs are not binding upon the Council until it has confirmed and accepted the Application of the Participant. Provisions which by their very nature survive termination shall be deemed to survive any termination. The Council may terminate this arrangement at any time and without prior notice in the event of a breach of these T&Cs by the Participant and otherwise upon 30 (thirty) days' written notice at the sole discretion of the Council. Upon termination, the Participant shall immediately return to the Council any and all information (including copies) thereof, if any, in its possession pertaining to IDJP, as contemplated herein and agree not to make any claims whatsoever in this behalf.

FORCE MAJEURE:

The Council shall not be responsible for any failure to perform its obligation under this contract due to unforeseen circumstances or due to causes beyond its control even after exertion of commercially reasonable 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.

ARBITRATION & GOVERNING LAW:

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 contract or these T&Cs 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 appointed by the Council. The arbitration shall be held in Mumbai and the proceedings shall be conducted in the English language. The laws of the Republic of India shall govern these T&Cs and the parties agree that the appropriate Courts at Mumbai shall have exclusive jurisdiction in the matters arising hereunder.

MISCELLANEOUS:

These T&Cs apply to every kind of events forming part of IDJP organized by the Council, whether or not specifically referred to in these T&Cs, whether or not performed at additional cost and whether or not currently being performed by the Council for the Participants of IDJP, unless it is performed pursuant to another written contract with the Council. These T&Cs contain the entire and only agreement between the Council and the Participant in relation to the subject matter hereof and all prior and collateral representations, warranties, promises and conditions made by the Council have been merged herein. No representation, warranty, promise or condition not incorporated herein shall be binding upon either party. These T&Cs shall bind and inure to the benefit of the parties and their successors and assigns. The Participant shall not assign these T&Cs in favour of any third party without the Council's prior written consent. In the event that any court of competent jurisdiction holds any provision of these T&Cs invalid or unenforceable, it will not invalidate or render unenforceable any other provisions hereof and the same will continue to be valid. No waiver or amendment of these T&Cs shall be binding on either party, unless it is in writing and signed by the authorized officials of both the parties.

The Council reserves the right to alter and amend any of the T&Cs and guidelines regulating IDJP at any time.

Signature: _____

Seal of the Company: _____

Name: _____

Date: _____