



## SUPPLIER REGISTRATION FORM

Dear Sir / Madam,

We heartily welcome you to becoming a member of the SHK Diamond tenders SHK Diamond is committed to the high level of India's legal comply therefore, we need to provide the following information and documents to proceed with your registration.

1. Our registration form is full filled with your director / proprietor / personal, bank and delegates with the details of the delegates for tender.
2. Copy of your most recent legal registration document of entity depending as per the local jurisdiction containing the name and the registered addresses as maintained in the form.
3. Copy of the Passport or the ID card of the directors/ proprietor/individual of your entity as listed in the form.
4. Copy of Passport or the ID card of person who will representative transaction of goods on behalf of company.

We hereby assure you that this information is dealt with strict confidentiality. We will not disclose or grant any third-party access to the information. It will only be any third-party access to the information. It will only be done with your written consent or if legally required or compelled to disclose such information.

Please email us the form and the required documents on **tender@shkdiamond.com**. If any changes in the information provided below kindly contact or update us at the same mentioned email, or you can also register online at our company's website [www.shkdiamond.com](http://www.shkdiamond.com)

Please do not hesitate to contact us for any questions.

Thanks & Regards,

Chirag Balar  
Managing Director  
S.H.K. Diamond

Surat, Gujarat, India

## A. COMPANY DETAILS

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1. Registered Company Name:

2. Registered Company Address:

3. Correspondence Address:  
(if different from above)

4. Physical delivery address:  
(if different from above)

5. Telephone Number:

6. Whatsapp mobile Number:

7. Company Website:

8. Company G.S.T.number:

9. Company email address:

10. Remarks (if any):

**B. INDIVIDUAL/PROPRIETOR/PARTNERS/DIRECTORS DETAILS:**

Sr#	Full Name	Nationality	ID/Passport Number	Contact Number	Contact Email

**C. FINANCIAL DETAILS**

**1. Contact details of Individual responsible for Finance related matters:**

Full name:	
Email address:	
Mobile number:	
Telephone number:	
WhatsApp mobile number:	

<b>2.Bank Details:</b>	Primary bank account	secondary bank account <i>(if applicable)</i>
Bank Name:		
Account Name		
Account Number:		
Bank Branch:		
IFSC Number:		

## D. PERSON WHO WILL REPRESENTATIVE TRANSACTION OF GOODS ON BEHALF OF COMPANY.

### 1. List of authorized representatives for inspection:

Sr#	Full Name	Nationality	ID/Passport Number	Contact Number

## E. TERMS AND CONDITIONS

### 1. Introduction.

**1.01** This is a process of selling diamonds based on an online tender platform in which a variety of diamonds and lots of diamonds will be presented for sale by the tender organizer i.e. SHK Diamond on an appointment basis. In which diamonds will be procured from various suppliers on the basis of Jangad or Memo and the diamonds or diamond lot will be arranged in the online tender platform, then companies involved in the diamond industry in India and abroad will be invited to buy diamonds if the company wants to participate in the online tender. He will be able to inspect the diamonds or diamond lots placed in the tender by appointment after pre-registration at SHK Diamond premises and then the customer will be able to bid for the diamond or diamond lot through the online tender platform which will be the maximum bid of the customer. It will be declared the winner by the company's appointed observers through an automated process based on the online tender platform (buyer person or company name will not be disclosed) and the winning company will pay the supplier's diamonds or diamond lots submitted through the online platform.

**1.02** All transactions conducted by SHK Diamond are conducted with complete transparency in which the supplier can inspect in detail at any level on online tender platform.

**1.03** The company owner and all its representatives who wish to sell diamonds through the online tender platform introduced by SHK Diamond acknowledges that they are bound by these terms and conditions.

**1.04** In the online tender process conducted by SHK Diamond, only natural diamonds are sold at present, so it is important for the supplier to keep in mind that you can sell diamonds or parcels of diamonds through online tenders to ensure that the diamonds or diamond parcels do not contain any type of man-made diamond or diamond substitutes such as CVD, mozzonite, synthetic,

laboratory-produced, etc., and no other type of material other than natural diamonds, or only natural diamonds or diamond parcels. The supplier is bound for this.

**1.05** If a supplier is found to be violating Section 1.04, SHK Diamond may stop on it at any time during the sale and agrees to return the parcel to the supplier at any time. The company or supplier violating Section 1.04 is liable to a penalty, or is also entitled to withhold the return delivery of a diamond or diamond parcels until a settlement is reached.

**1.06** The supplier acknowledges that he is fully aware about how many days his diamond parcel will remain in the SHK Diamond Tender House from Jangad or Memo. It will be extended for certain period due to certain reason during that arguments arise from suppliers will be considered invalid.

**1.07** The time allotted in the tender process and the time allotted in the appointment shall be in accordance with the Indian Standard Time.

**1.08** All Terms and Conditions are available on the online tender platform and every customer confirms that he has read them and is bound by them in the registration as a customer and even after registration Terms and Conditions may be amended. Customer agrees and validates the amendment. Updates made from time to time will be presented on the online platform by SHK Diamond and the customer will know by himself.

**1.09** Supplier / Customer agrees that when their representative or himself during the registration process on the online tender platform, select **"I Accept"** button when the customer accepts all kinds of effective terms. The customer further agrees that the electronic signature is the legal equivalent of a manual signature which has the full power and effect of a handwritten signature on paper documents and any certificate or does not require approval from anyone.

**1.10** Every process mentioned above, whether physical or through an online platform, will be carried out under all kinds of security, however the seller or SHK Diamond will not be bound in the event of any technical, natural or man-made obstruction.

## **2. Customer registration for supplier.**

**2.01** Any company wishing to participate in the tender organized by SHK Diamond has to fill up the registration form provided by SHK Diamond to become a customer of SHK Diamond, in which two options will be seen number1 Buyer and number2 Supplier, and you can choose to register or both options, which require all such documents, including proof of customer identity, such as its director, Representatives and customer's constitutional documents and copies of business license GST number and company bank account details etc.

(See customer registration form for full details of documents.)

**2.02** All the information and documents provided by customer / supplier only after thorough verification whether to register or not. Seller or SHK Diamond is reserved Rights and customers who are already registered must keep up to date such information and documentation at all times. In which the SHK Diamond can ask for proof of identity of the owner and representatives of company at any time.

**2.03** To be recognized as a customer, each applicant must meet all requirements of SHK Diamond's safety, compliance and other appropriate diligence requirements. The registered customer is then referred to as our 'Customer / Supplier'.

**2.04** The Customer / Supplier assure that it has the legal capacity to discharge its obligations under these Terms and Conditions.

**2.05** The seller or SHK Diamond, in its sole discretion, may cancel the registration of the customer or supplier, and refuse to allow any of its diamonds or diamond parcels to enter the tender platform without any notice and with immediate effect.

**2.06** SHK Diamond may list the registered customer in its website or advertisement after obtaining the company name and logo with the consent of the company, "Valuable Customer" or many other such headings.

## **3. Sale of Goods (Diamonds).**

**3.01** Diamonds or parcels of diamonds given by the supplier to SHK Diamond on the basis of Jangad / Memo which are offered for sale through tender platform will be considered for sale only when full successful payment by the winning customer is made to SHK Diamond or payment will be made by the bank in favour of SHK Diamond.

**3.02** Winning customer failure to payment of the winning bid diamond or diamond parcels with any reason, SHK Diamond never be bound to buy a diamond or a diamond parcel taken on the basis of Jangad or Memo provided by the supplier.

**3.03** In the circumstances of the above section, within two working days of the completion of the online tender process, the diamond or diamond parcel given by Jangad / Memo to the seller or SHK Diamond will be delivered to the supplier. (This time may be delayed in unavoidable circumstances)

**3.04** Decision taken by sole discretionary of SHK Diamond and it is final decision for supplier in all manners.

**3.05** Brokerage or commission fixed by SHK Diamond with the supplier if the sale of diamonds or parcels of diamonds given to SHK Diamond on the basis of Jangad or Memo by the supplier is done through the processing of online platform. Accordingly, the price will be paid to the supplier only after deducting the commission from the price received by the diamond or parcel of diamonds through online tender.

**3.06** on the basis of Jangad or Memo by the supplier Diamonds or parcels of diamonds given to SHK Diamond which are not sold or withdrawn through the processing of online platform, then in some cases SHK may charge the diamond supplier on a diamond or diamond parcel delivered from Jangad or Memo.

**3.07** Payment within fifteen (15) working days through bank by SHK Diamond will be done for diamonds or diamond parcels delivered to SHK Diamond from Jangad or Memo by supplier if sold on online tender platform. (In many unavoidable circumstances this period may be delayed.)

**3.08** The price of a diamond or a diamond parcel delivered to a seller or SHK Diamond by Jangad or memo for sale on the supplier online tender platform in US Dollar or Indian Rupee can be kept in two types of financial options, in which the US Dollar at the time of making the invoice which will be priced at the Indian Rupee will be converted which will be an invoice given to the supplier of the diamond or diamond parcel sold at the end of the tender process considering the dollar price at that time

**3.09** The price of a diamond or a diamond parcel delivered to a seller or SHK Diamond by jangad or memo for sale on a supplier online tender platform. In such a case the winning customer who has US Dollar. Payment will be made to the supplier as per the price of USD, in which the decision of SHK Diamond will be final.

**3.10** It is at the discretion of the seller to declare the bid prices as the winner.

## **4. Online Tender Platform.**

**4.01** The online tender platform is designed with special privacy and security in mind and software intuitive and user friendly design.

**4.02** Training of online tender platform has also been provided to the customer or customer's representative for inspection during the inspection and telephonic help has also been provided by SHK Diamond to resolve the technical difficulties encountered while bidding for the tender. (This is one of facility but the seller or SHK Diamond will not be binding in any way for further difficulties due to technical defects)

**4.03** The process of online tender platform is a completely software based automated process without human intervention. In which bids submitted by customers are decided without complete human intervention.

**4.04** At the time of registration, each customer is given a unique username and password to access the online tender platform. The customer will be responsible for maintaining the security and confidentiality of his login details and in case, any loss or theft of login details, customer should immediately report to the seller / SHK Diamond. In that seller or SHK Diamond will not be responsible for misuse of Username and Password at any time.

**4.05** The online tender platform contains confidential information, which is the sole property of the seller and / or SHK Diamond. The customer will not use the online tender platform to suit the purpose of reverse-engineering / theft and / or logic, general aesthetics or any part of its content. If a third party becomes aware of any unauthorized use of the content of the online tender platform, the customer will report to the seller / SHK Diamond.

## **5. Limitations of Liability.**

**5.01** The entire risk and liability of all types of diamonds or diamond parcels offered for sale to SHK Diamond on tender platform on the basis of Jangad or Memo from the supplier shall be in accordance with the rules of the insurance company, the supplier agrees that SHK Diamond is not responsible or obligated to pay any unwanted compensation for the incident.

**5.02** The supplier agrees that God's Act, Damage to any diamond or diamond parcel by fire accident, government order or public enemies, riots, strikes, lockouts, labour disputes, terrorism, weather-related delays, any natural or man-made one described, or sold for delay, SHK Diamond will not be liable or bound.

**5.03** In the event of delay in delivery of goods for above reason or any other reason not bound to pay SHK Diamond delay fee or any kind of compensation.

**5.04** SHK Diamond does not have any obligation to deliver or collect any diamonds or diamond parcels from the customer / supplier. The customer must collect or deliver the parcels from himself or through his representative at the SHK Diamond office premises. , SHK Diamond does not guarantee any liability after leaving the office premises

**5.05** The customer / supplier are aware that during the inspection of a tender related diamond, the weight of a given lot may be reduced by a few carats. This marginal difference is proportional to the initial carat of the lot, sometimes due to friction of the diamonds against each other or as a result of a small particle coming out of the same diamond and weight changes can also be seen through many other factors. Many of the tendered lots may show this type of change in the weight of diamond or diamond lot. The customer / supplier recognize and accept this risk of marginal weight loss in the handling of goods.

## **6. Security during inspection**

**6.01** The SHK Diamond will be entitled to observe the inspection during the tender process by devices such as video cameras and other surveillance, to which the customer and his representatives have specially agreed.

**6.02** Customers or their representatives will not have any diamonds or diamond related options in their possession while entering or leaving the inspection premises, they will not be allowed to enter the tender and legal action if they are found bringing any type of diamond or diamond related option can be carried out.

(Therefore, do not bring the diamond related option or diamonds when entering the tender and leave the inspection room only after taking special care to check that no diamond or diamond related options are left on your body part by mistake)

**6.03** No more than two persons at a time shall enter the room allotted for inspection for security purposes.

**6.04** SHK Diamond will record the weight of each lot before and after each inspection of the diamond or diamond lot given to the customer.

**6.05** Where there is a discrepancy between the weight recorded after inspection and the weight recorded before that inspection, the seller / SHK Diamond reserves the right to suspend the delivery of all goods, and will be entitled to search in that area where observation was made. The customer and his representative will not be entitled to leave the premises unless the Seller/ SHK Diamond approves. (Like weight of lot not verify with actual weight, etc.)

**6.06** Each Customer agrees, that all its representatives agree that, at its sole discretion, SHK Diamond may take any security measures, any customer representatives present, consent to a thorough inspection or It can stay on campus until it feels right before it leave premises. In which the weight of the observed diamond is not limited enough.

**6.07** Any suspicious behaviour committed by a customer or any of his / her representatives may be further investigated by SHK Diamond and may be referred for criminal investigation.

**6.08** If a diamond inside a particular lot is either lost or severely damaged during inspection, the tender is offered to the customer at the tender selling price per carat value or at the reserve price of the lot, whichever is higher, depending on the officer appointed by SHK Diamond.

**6.09** SHK Diamond shall not be liable for any loss or damage to the customer in the premises or any compensation shall be paid excluding liability for death or personal injury.

## **7. Result opening**

**7.01** Bids submitted by the customer, only open after the closing period for submission of bids provided by Seller or SHK Diamond and under the supervision of the Appointing Committee will open. (Which is a fully automated)

**7.02** The seller, in his sole discretion, may determine the reserve price at which he is willing to make a particular sale and may at any time reduce or discount it.

**7.03** Seller and / or SHK Diamond is not bound to announce the reserve price of any particular lot tendered to any customer and to announce the result price.

**7.04** The Seller may, at its sole discretion, accept or reject any submitted bids.

**7.05** Where two or more customers are bidding the same winning prices, the seller and / or SHK Diamond will contact each customer by phone to inform them that they are the joint-highest bidder with one or more parties for their bids and offers an opportunity to review the price. If both customers are inaccessible or decide to bid the same within thirty minutes after being notified, the seller and / or SHK Diamond will decide by lot in the presence of the Appointments Committee, with the highest bidder will be the winner.

**7.06** The seller and / or SHK Diamond will be entitled to publish on the online platform and send the final results of the tender to the bidding customers via email, but are not bound.

**7.07** In the event that there is no customer bidding more than once on a particular parcel, the seller / SHK Diamond is entitled to decide at its sole discretion whether to declare the customer as uncontested winner or not.

## **8. Transfer of Right**

**8.01** These Terms and Conditions, The seller and / or SHK Diamond may change, or delete any / all of the previous terms in related to the sale of diamonds through the online tender platform.

**8.02** The Seller and / or SHK Diamond will be entitled to amend or modify the Terms and Conditions to make such revised Terms available on the Online Tender Platform, prior to participating in the Customer / Supplier's Tender, to which the revised Terms apply. Therefore, it is imperative that the customer / supplier reads the terms and conditions carefully before handing over the diamond or diamond parcel every time through Jangad or memo.

**8.03** For reference purposes, the current version of these Terms and Conditions will be available on the website of the online tender platform.

**8.04** Customer / Supplier Note that Terms and Conditions by Seller and / or SHK Diamond and Agreements with Diamond, in whole or in part, are not entitled to transfer to any third party without the prior written consent of the seller. Any such assignment or transfer without the prior written consent of Diamond will be deemed void.

## **09. Payment.**

**09.01** Diamonds or parcels of diamonds given to SHK Diamond from Jangad or Memo by supplier before making invoice on online tender platform, seller and / or SHK Diamond sold lot Will settle the declining weight to ensure that the customer / supplier pays the appropriate total price based on the final weight of the lot.

**09.02** After announcing the winning lot through seller and / or SHK Diamond online tender process, within one working day winning lot in dollars (\$) or rupee whichever is decided the supplier or customer has to submit invoice accordingly.

**09.03** Diamond or diamond parcels given to SHK Diamond by Jangad or Memo from supplier if sold on online tender platform. Payment within 15 working days will be done through the bank by SHK Diamond which can often be delayed due to adverse conditions.

**09.04** In case of delay in payment as per Section 09.03, payment of any kind of delay fee or interest shall not be made by the Seller and / or SHK Diamond or is not bound in any way to do so.

**09.05** Diamonds or parcels of diamonds given to the seller and / or SHK Diamond on the basis of Jangad or Memo by the supplier are sold in the process of online tender platform, its prices (payment) to the supplier or customer will be done through bank transfer only.

**09.06** Diamond or diamond parcels given to SHK Diamond from Jangad or Memo by the supplier if sold on online tender platform, any amount charged by the bank during the payment made from the bank and any additional charges like bank charges etc. to the customer / Or have to pay by supplier/customer.

## **10. Goods taken from supplier on the basis of jangad or memo.**

**10.01** SHK Diamond will describe the parcels of diamonds or diamonds that are delivered to the seller or SHK Diamond by Jangad or memo for sale by the customer or supplier on the online tender platform on the basis of which the tender platform will be placed which will be an indication only which does not guarantee the nature, size, or quality of the goods contained inside the diamond or the diamond parcel.

**10.02** Diamond or diamond lot supplied to SHK Diamond from customer or supplier on the basis of jangad or memo has to be given a basic price which will be checked by the representatives appointed by SHK Diamond, It is the sole discretion of the SHK Diamond to decide whether to place diamonds or diamond lot on the online tender platform when the delegates feel the price difference will be settled after negotiating with the customer or supplier.

**10.03** Diamond or diamond parcels given to SHK Diamond from customer or supplier on the basis of Jangad or Memo which will be inspected by the buyer through the process of different machinery such as measuring machine from body, colour testing in colour meter, Marking with ethylene pen, to clean with chemicals like Toluene Chemical, Acetone Whitener etc. The seller or SHK Diamond will never be responsible for any change in the colour of the diamond as a result of which the supplier fully recognizes the impact on the diamond or diamond parcel.

**10.04** Diamonds or parcels of diamonds given to SHK Diamond from customer or supplier on the basis of jangad or memo will remain in SHK Diamond till the stipulated days of online tender process with different time limits for

different events. There may be a customer or supplier who will have to get the information himself every time which can often be delayed due to adverse conditions. The customer is aware of such a situation.

**10.05** Working days can mean any day in India which is not a weekend or public holiday.

## **11. Private statement.**

**11.01** At SHK Diamond we are committed to protecting the privacy of your personal information and other data provided to us by e-mail, phone or any other SHK Diamond online Tender platform.

**11.02** SHK Diamond (Surat) 501 'Shukan Building JaddaKhadiMahidharpuraDiamond Market with GST number 24ADGFS3607L1ZY of the company registered business address, which collects personal data of any other contact of customers, suppliers and in accordance with ' Privacy Statement ' Handles.

The contact person for data protection at 501 'Shukan Building JaddaKhadiMahidharpura Diamond Market as following:

Name: NileshBhai D. Patel

E-mail: tender@shkdiamond.com

Website: www.shkdiamond.com

Phone: +912612609032

Phone: +912613009032

Mo. +918100500072

Mo. +918100500075

## **12. Government law and jurisdiction.**

**12.01** The terms and conditions and any contract in accordance with them shall be governed by and construed in accordance with Indian law. All disputes will be present to court in Surat (Gujarat).

(Subject to Surat jurisdiction)

**12.02** Child labour is not employed or child labour is not employed by SHK Diamond and child labour is not supported.



## E. REQUIRED DOCUMENTATION

*Please tick the check boxes below confirming attachments.*

**The following documents require to be submitted together with the registration form:**

- Copy of company registered GST certificate.
- Copy of the Passport or the ID Card of the directors/proprietor/individual of your entity as listed in the form.
- Copy of Passport or the ID Card of the person who will representative transaction of goods on behalf of company.

## F. DECLARATION

*Please tick the check boxes below confirming the declaration.*

I, \_\_\_\_\_, as an ultimate beneficiary, director and/or authorized representative of \_\_\_\_\_, having the legal capacity to sign this registration form, do hereby acknowledge that by signing this declaration, I confirm the following:

- This registration form is complete and all information provided is true.
- All supporting attached documents are authentic, current and accurate;
- I have read, understood and accepted the Terms & Conditions of SHK Diamond.

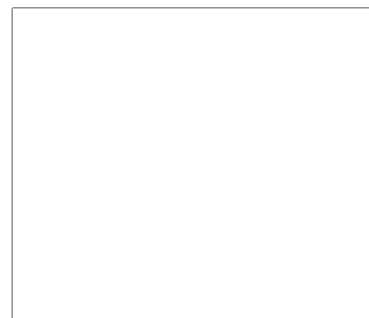
Company Stamp

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_



**Thank you for interested in becoming a member of SHK Diamond.**