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रक्षा मंत्रालय  
MINISTRY OF  
DEFENCE  
भारत सरकार



रक्षा उत्पादन विभाग  
DEPARTMENT OF  
DEFENCE PRODUCTION  
GOVERNMENT OF INDIA



# AatmaNirbhar DEFENCE XPO TN21 INDIA

15 - 17 June 2021

Chennai Trade Center  
Nandambakkam, Chennai

15-17 June, 2021  
Chennai Trade Centre  
Nandambakkam, Chennai. TN. India

## TERMS & CONDITIONS

FOR OFFICE USE ONLY

DATE.....

INVOICE NUMBER.....

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## TERMS & CONDITIONS

I/We hereby apply to the Defence Expo Empowering MSME, a Defence Exhibition to exhibit at the event which has been scheduled during 15-17 June, 2021 at Chennai Trade Centre, Nandambakkam, Chennai, Tamil Nadu India. I/We understand and agree that by this application, I/We agree to abide fully and unreservedly with the Terms and Conditions on the face and reverse hereto and the exhibition regulations as contained in the exhibitor manual, a copy of which will be uploaded on the Defence Expo Empowering MSME website – [www.defenceexpotn.in](http://www.defenceexpotn.in), and any amendments and additions to the Regulations which may be imposed by the organiser/s in their discretion from time to time. These regulations are deemed to be an integral part of this contract. In the event of Exhibitor being in Partnership/Joint Venture, then I/we being the representative, deemed to have obtained the consent of all the individual participants to all the conditions of this contract. [Note: Short Title- Herein after, the organizer is mentioned as Swatantra Foundation in this document].

## 1. ORGANISER



**SWATANTRA  
FOUNDATION**

Swatantra Foundation

#301, Challa Mall

No. 11, Thyagaraya Road

T. Nagar, Chennai 600017. TN. India

Tel: +91-8056002464

Email: [swatantramag@gmail.com](mailto:swatantramag@gmail.com)

## 2. SUPPORTED BY

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### 3. VENUE, DATE & TIMING

Defence Expo Empowering MSME, organised with the objective to connect Indian MSMEs with Large domestic & International Defence Manufacturers to (a) to strengthen the Indian MSMEs (b) speeding up Indigenisation process (c) create awareness on and assist in the Make in India initiative (d) capacity building of the defence sector, will be held from 15-17 June 2021, Nandambakkam Trade Centre, Chennai, Tamil Nadu, India. The exhibition timings are as follows:

Business Days	Tuesday, 15 <sup>th</sup> June, 2021 [11.00 am to 8.00 pm]
	Wednesday, 16 <sup>th</sup> June, 2021 [9.00 am to 8.00 pm]
	Thursday, 17 <sup>th</sup> June, 2021 [9.00 am to 6.00 pm]

A company/organization/association booking space for participation will be termed as an Exhibitor

### 4. PARTICIPATION CHARGES \*(Charges for space per square meter)

Booking Opening Date: 1 <sup>st</sup> April, 2021   Booking Closes on 31 <sup>st</sup> May 2021					
Category	Basic Rate / Sq. Meter	Discount if booked before 20 <sup>th</sup> April 2021	Discount if booked before 20 <sup>th</sup> May 2021	discount if booked after 20 <sup>th</sup> May 2021	Available Stall Size [in Meters]*
Micro Units & Start up units [Mini Stall]	₹ 3,000.00	20%	10%	0%	3 * 2
Small Units [Regular Stall]	₹ 6,000.00	20%	10%	0%	3 * 3 or more. Check lay-out
Medium Units	₹ 9,000.00	20%	10%	0%	
Large Units	₹ 14,000.00	20%	10%	0%	
Educational Institutions & Associations	₹ 9,000.00	20%	10%	0%	
Foreign Companies	\$210.00	20%	10%	0%	
* Check Lay-out & Choose the stalls					

#### Note:-

- For Micro Units & Start Up units, the space is available at One stall of 3 meter \* 2 meter only at the special price. However if the Micro & Start Up unit is willing to take a 9 sq. meter or more space, they can do that at the normal pricing.
- For Small, Medium & Large units and Foreign Companies, the space can be booked subject to a minimum area of 9 sq. meters and additional space in multiples of 9 sq. meter only. Check the lay-out for different sizes of stalls.
- For Educational Institutions & Chamber of Commerce and Associations, the space can be booked as a 3 \* 3 = 9 sq. meters stall in case of a single stall. For more than one stall in multiples of 9 sq. meter, same as the first stall.
- Shell-space (Standard) will include three sides partition, fascia name, floor covering, three spot lights, one 5/15 AMP socket, one trash bin, one lockable cabinet and two chairs in 6 / 9 sq. meters stall.



- (e) Electricity Charges will be extra over and above a free limit of maximum 1 kw per day.
- (f) In case Online Payment Gateway Service Provider or Bank imposes any taxes or charges over and above the booking amount, the same shall be borne by the exhibitor/client/person using such a service and shall make payment as per applicable charges to Swatantra Foundation.
- (g) The rates in INR are only applicable to companies registered in India (as defined under the Companies Act, 2013) and shall be displaying products manufactured in India or authorised distributors of products manufactured overseas [provided the distributing company is wholly owned by Indian National/s]. All other companies, including subsidiary units, branches & units owned by overseas companies are liable to pay in US Dollars at the rates prescribed for Foreign Participants (International exhibitors). Any Indian company/exhibitor(s) found subletting or facilitating display of foreign exhibits on their space booth (as also displaying products/banners/promotion material of any other Foreign/Indian unregistered firm at Defence EXPO Empowering MSME will attract a penalty of double the maximum Foreign Participant rates (in USD) plus Taxes on the Indian company/exhibitor that has booked the said space. The Organiser/s also reserve the right to order closure of such errant companies/exhibitors.
- (h) For Indian Micro / Small / Medium Industries updated UAM Certificate is essential and have to be uploaded while booking stall online. The MSME definition applicable is as per latest MSME definition Revised Classification applicable w.e.f.1st July 2020. MSMEs without invalid / improper UAM certificate will be charged at full rate and no special discount offered to MSME will be available. Indian MSMEs need to have the UAM certificate at the stall for verification, if needed.

## 5. ADDITIONAL ELECTRICITY CHARGES

### - For Event duration

<i>Participants</i>	<i>Rate per kW during event duration</i>	<i>For 12 Hrs</i>
For all Exhibitors – Over and above the Free electricity limit per day	Payable in INR	2000.00

- Rate includes GST

## 6. SPACE BOOKING and PAYMENT TERMS & OTHER TERMS

The interested participants may register online providing the required details. On successful validation of email, using login credentials, the exhibitor can visit the dashboard to register for the stall and generate proforma invoice. During the registration process the exhibitor can choose the stall of their choice, if available, and then proceed to generate the proforma invoice. The selected stalls will be temporarily blocked for the exhibitor to make the payment up to three days and at the end of the 3rd day, the stalls will be automatically released for other exhibitors to book, if already not paid.

Payment shall be either through official website [www.defenceexptn.in](http://www.defenceexptn.in) or through NEFT / Online transfer. In the official website, go to Registration / Exhibitor Registration menu and follow the procedures and make the payment. On registration & validation of email id, the potential exhibitor can generate password. Use the Registered Email id as the Login id & password to go to the dashboard to generate proforma invoice and make payment. The Organiser/s reserve the right to accept / reject the registration. In case of rejection for whatsoever reason from the Organisers side, the paid amount will be repaid within 15 days from the date of rejection. In case of cancellation from the exhibitor side 50% amount will be repaid within 15 days from the date of cancellation, subject to cancellation before 30



days from the date of the event. Any cancellation beyond that will not be entertained and no refund will be made.

The stall selected by the applicant will be blocked for a period of 72 hours / 3 days for receipt of payment. In case if the payment is not received before 72 hours / 3 days, the selected stall will be de-blocked and will be allotted to other potential exhibitor/s.

On acceptance of the application for space booking, including receipt of payment in full, Swatantra Foundation will raise invoice for space booking and additional cost for stall selection, if any. All registration will be through online ONLY. No offline submission of registration and manual allotment of space will be done except in the case of special bookings done by the Organiser/s. Participants are required to pay 100% space booking charges at the time of making the payment.

On payment of space booking charges, it shall be construed that the participant/Exhibitor have agreed to the Contract / Terms & Conditions. Participation will be accepted on first-come-first served basis. Upon acceptance of an application by the Organisers, the application shall ipso facto become a contract binding on the Exhibitor and the Organisers (Swatantra Foundation) on the terms and conditions contained herein and in the Exhibition Regulations as contained in the Exhibitor manual.

Swatantra Foundation will have sole discretion in allocation of space. However, due consideration will be given to the choice and requirement of all applicants, subject to availability thereof. The Exhibitor agrees and understands that, upon allocation of the requested space at no instant the allocated space shall be liable to be reduced in size.

## 7. Payment Schedule

100% space booking charges needs to be paid at the time of booking through online mode through our official website <https://defenceexpotn.in> or through NEFT / Online payment. All Cheques & Demand Drafts shall be payable at Chennai and drawn in favour of "SWATANTRA FOUNDATION". For NEFT / Online payments the bank details can be obtained from the Defence Expo Empowering MSME office.

All sums payable under this contract shall be paid together with the addition of such Goods and Services Tax (or such other government tax or levy) as is legally payable on those sums. Currently, the Goods & Services Tax applicable is 18% of the total invoice value. The total cost represents only the payment for the stall/s, details of which are mentioned in the invoice sent by Swatantra Foundation. All other goods and services required by the Exhibitor shall be paid for by the Exhibitor in addition thereto. These additional services include, and are not limited to electricity, horticulture, telephone, internet, security etc. Exhibitors will not be allowed to occupy their space or stands if the payment terms specified on the contract are not followed. These terms cannot be varied under any circumstances.

The stand would be closed if full payment is not made before commencement of the show.

Hall Layouts and Stand numbering Plans Stand numbers and dimensions given on the exhibition layout plan are only for reference purpose and should not be used for any publicity purposes. Swatantra Foundation reserves the right to change the numbering plan and/or alter the layout plans at any given time.

Exhibitor Directory Charges: Each exhibitor will be entitled free exhibitor directory entry (including Logo) of size A5. Exhibitors can also get the name of their collaborator / principal / agent / Group Company included in the directory. However, for additional entry an amount of Rs. 1000 / US\$ 25 (inclusive of GST) per A5 size page will be charged from Indian and foreign exhibitor respectively. This payment will have to be made separately after stall booking.





## 8. Cancellation of booked space:

Without prejudice to the rights and remedies available under this contract and in the event of Swatantra Foundation agreeing in writing to any Exhibitor's written request for release from the contract, then the Exhibitor will be liable for all or any part of the cost as stated in the contract and shall be on the following scale: (i) Cancellation prior to 60 days prior show date 25% of cost will be forfeited (ii) Cancellation 60 to 30 days prior show date 50% of cost will be forfeited (iii) Cancellation less than 30 days prior to show date, 100% of cost will be forfeited. These terms cannot be varied under any circumstances.

## 9. Failure to Exhibit

(a) Any exhibitor/firm which, having entered into the contract for exhibition space, fails to exhibit whether or not for any reason of the Exhibitor's own choosing and has not been released from the contract by Swatantra Foundation shall be liable for payment of the full amount stated in the contract plus any additional costs incurred by Swatantra Foundation as a result of such failure to exhibit.

(b) Swatantra Foundation will not be liable in any way in the event that Immigration Authorities or any other Government Security Agency prevent the attendance of any personnel at the exhibition.

## 10. Limitation of Liability & Indemnity

(a) To the extent permissible under the Indian law, Swatantra Foundation, its officers, Trustees, Directors, employees, workers or agents shall not be liable for:-

- (i) The safety of Exhibitor, its staff, workers, agents, contractors or invitees during the exhibition;
- (ii) Any damage to or loss of exhibits, articles or other property of whatever kind brought in to the exhibition by Exhibitor, its staff, workers, agents, contractors or invitees or members of the public; or
- (iii) Any other damages or loss (including, without limitation, to loss of goodwill or business profits, interruption due to work stoppage, data loss, computer failure or malfunction, and all other commercial damages or losses or exemplary, aggravated, punitive or such similar damages whether arising out of contract, tort or any other legal theory).

(b) While Swatantra Foundation may provide information on the relevant legal requirements applicable to the Exhibitor including the licenses and permits which the Exhibitor has to obtain, Swatantra Foundation shall not be responsible for any errors or omission and the Exhibitor is solely responsible for ensuring that it has complied with all legal requirements.

(c) The Exhibitor shall be exclusively responsible for obtaining any such Visas as may be required to enable him, his personnel, agents, representatives, invitees or others to attend the exhibition and in no event shall there be any claim for loss, damage or otherwise against the organizers for the same.

(d) Swatantra Foundation shall not be responsible for the acts or omission of any contractor appointed by Swatantra Foundation to provide any products or services to the Exhibitor.

(e) In the event that Swatantra Foundation is found by a court of competent jurisdiction or any other competent authority or tribunal to be liable notwithstanding the provision of this clause, the aggregate liability of Swatantra Foundation for all claims made by the Exhibitor in respect of any loss or damage incurred or suffered shall not exceed the amount paid by the Exhibitor to Swatantra Foundation for the space at the event at or during which the loss or damage was incurred or suffered.



(f) The Exhibitor shall indemnify and hold Swatantra Foundation harmless in respect of any and all loss, damage, expense (including legal costs on a solicitor and clients basis), or liability (whether criminal or civil) and costs of settlement suffered or incurred due to any act, omission, neglect or default of the Exhibitor, its staff, workers, agents, contractors or invitees, and any claim by any third party that any exhibit, service or other material or information exhibited, provided or used by the Exhibitor infringes the Intellectual Property Rights or any other rights of any party. The indemnity provided under this clause shall survive the termination of this contract and is in addition to any other remedy which Swatantra Foundation is entitled to under the law.

## 11. Sub-Letting

The Exhibitor must not transfer, dispose of or part with or otherwise sublet the whole or any part of his site, whether for financial consideration or otherwise. The Exhibitor must, if he is an agent, distributor or licensee, state at the time of contract or through Exhibitor Manuals' forms, the names of the principals to be represented. Under no circumstances Exhibitor shall display 3rd Party products except for the principal for whom he becomes agent, distributor or licensee after the time of contract, with the prior written permission of Swatantra Foundation and after paying relevant charges, as applicable. However, if the exhibitor brings in co-exhibitor with them, the registration of their co-exhibitor will be mandatory by an additional cost as decided by the Organiser/s. If any exhibitor defaults for any reason whatsoever, they shall have to pay double the rate of their rental charges as penalty on the maximum rate of the space allotted.

## 12. Insurance

Insurance: Exhibitors shall make sure that they are fully covered by insurance including, but not restricted to, all risks of their property, exhibits or articles of any kind, public liability and comprehensive protection against any loss or damage caused by any circumstance whatsoever whether by reason of fire, water, theft, accident or any other cause. The Exhibitors shall insure against, indemnify and hold Swatantra Foundation harmless in respect of the Exhibitor's liability to Swatantra Foundation. If Swatantra Foundation so demands, the Exhibitor shall provide proof to Swatantra Foundation that the Exhibitor has adequate insurance cover. Exhibitors shall ensure that their temporary staff and the staff of their workers, agents or contractors are insured against claims for workman's compensation. The period for which such insurances shall be maintained shall be from the time the Exhibitor or any of his workers, agents or contractors first enters the exhibition grounds until he has vacated the exhibition grounds and all his exhibits and property have been removed.

## 13. Handing over of stall

The handing over of possession will be subject to final payment to Swatantra Foundation for participation & stall charges, catalogue entry fee, electricity and water charges, etc. Electricity & water charges are to be paid directly to the Official Fabricator. The stall will be handed over to the Exhibitor on 14<sup>th</sup> June, 2021 from the afternoon session.

Operation of Stalls – No stall will remain unattended. All stands must open at least half an hour before the exhibition and shall remain open till half an hour post exhibition time on each day.

Storage of Empties - No empties will be stored within or behind the exhibition stands.

Stand Contractor for fabricator - Contractors other than Official contractor are not allowed. In case of necessity special permission to be obtained from the Organiser/s.



Vacation of Space – Stands will have to be vacated under shell scheme and raw space latest by 22.00 hrs on 17<sup>th</sup> June 2021. The site will close on 18<sup>th</sup> June 2021.

Damages to the Hall – Exhibitors will be required to make good all damages or make payment for damages to the Halls or any structure or gardens/land scraping caused directly or indirectly by any exhibitor or by any agency employed by him.

No counter sales will be permitted during the exhibition. Exhibitors may distribute publicity material from their respective booth. Publishing and distribution of Defence Magazines is not permitted unless the Media Houses are registered and approved by the Organiser/s. Interested parties may directly contact Swatantra Foundation.

Handling of Exhibits, Customs and Import – Exhibitors can avail the services of reputed cargo agent and the same must be informed in advance to Swatantra Foundation.

Entry/Exit and passes - Entry into Exhibition site/area will be on the basis of passes issued by the Organiser/s. Each exhibitor will be entitled to 3 passes (Exhibition days validity) for 6 / 9 Sq. meter space booked and in multiples of space booked thereof. Complimentary passes can be obtained from the Organiser/s.

Car passes for parking in the designated locations will be available at additional cost.

#### 14. COVID Precaution & Cancellation due to COVID

In case of unforeseen circumstances due to COVID pandemic and or the Central or State Government decision to cancel / postpone events and or due to any other statutory reasons beyond the control of the Organiser/s, no refund will be made but the event will be postponed to the next available dates and or as soon as the exhibitions are permitted.

All Exhibitors and the staff, workers and associates of the Exhibitor to make sure adequate precautionary measures so that the Exhibitors and the Visitors are protected from COVID.

#### 15. COMPLIANCE BY EXHIBITOR

The Document must be signed by a duly authorized executive or partner, or upon acceptance of an application for registration / space booking online by the Organisers, the application shall ipso facto become a contract binding on the Exhibitor and the Organisers (Swatantra Foundation) on the terms and conditions contained.

Signature	
Name	
Exhibitor Company Name	
Exhibitor Company Address	
Position / Designation	
Date	