



TERMS & CONDITIONS

DEFEXPO – 2022

18-22 OCTOBER 2022,
GANDHINAGAR, GUJARAT



India : The Emerging Defence Manufacturing Hub

DEFEXPO22

INDIA 18 - 22 OCTOBER, 2022 | GANDHINAGAR

Ministry of Defence



DEFEXPO-2022

12TH EXHIBITION ON LAND, NAVAL & HOMELAND SECURITY SYSTEMS

18th to 22nd October 2022,
GANDHINAGAR, GUJARAT

TERMS & CONDITIONS

Participation for Indian companies

Indian companies / Indian Subsidiary of Foreign OEM / Division of Company registered in India / Exhibitor having a Joint Venture with an Indian company will be considered as Indian participant

FOR OFFICE USE ONLY

DATE:

CONTRACT NUMBER:

INVOICE NUMBER:



TERMS & CONDITIONS

I/We hereby apply to the 12th edition of DEFEXPO- 2022 on Land, Naval & Homeland Security Systems Exhibition to exhibit at the event which is scheduled from 18th to 22nd October 2022 at Gandhinagar, Gujarat, 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 DEFEXPO website – www.defexpo.gov.in and any amendments and additions to the Regulations which may be imposed by the owners 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 Defence Exhibition Organisation (DEO) in this document].

1. ORGANISER

Defence Exhibition Organisation (DEO)

Government of India, Ministry of Defence,
Department of Defence Production,
WILLOW, 1st floor, India Habitat Centre,
Lodhi Road, New Delhi – 110003 (India)
Tele: +91 11 43663320
Fax: +91 11 43663321
Email ID: ceo.defex-mod@gov.in

2. VENUE, DATE & TIMING

12th edition of DefExpo-2022; an Exhibition on Land, Naval & Homeland Security Systems will be held from 18th to 22nd October 2022 at Gandhinagar, Gujarat, India. The Exhibition will be held at The Helipad Exhibition Centre (HEC) and Inaugural/official functions & seminars will be held at Mahatma Mandir Convention and Exhibition Centre (MMCEC). The timings of exhibition will be as follows:-

(a)	Inauguration, Official events & Seminars	18 th October 2022, (0900hrs onwards) – MMCEC
(b)	Business Days	18 th to 20 th October 2022 (1000-1700hrs) – HEC & MMCEC
(c)	Public Days	21 st & 22 nd October 2022 (1000-1700hrs) - HEC

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



3. PARTICIPATION CHARGES*(Charges for Space per square meter)

- For Bookings till 30th September 2022

MSME will be given a 50% discount for Booking shell space on 12Sqm at time of making final payment. MSME booking >12Sqm is not eligible for any discount. MSME is to submit proof of MSME to avail the discount which will be given post verification of documents (documents to have UAM No).

- For Bookings till 30th September 2022

Type of Exhibitor	Indoor Shell (Std)	Indoor Raw	Outdoor
Indian Participants (in INR)	20000/-	17000/-	9000/-

3.1 Hospitality Chalet (6mx12m)

- For Bookings till 30th September 2022

Category	Indian Participants (in INR)
Single Storey	2300000/-
Double Storey	4500000/-

3.2 Conference Hall and B2B meeting table

i. Rate for Conference Hall- GST @ 18% will be extra applicable

Hall	Cost INR
Conference Hall (30 seater)	75000/-
Conference Hall (50 seater)	150000/-

ii. Rates for Booking of B2B meeting Table – 01 hour Slot

B2B Meeting Table	Cost INR
6 PAX	9000
10 PAX	11000

*Goods and Services Tax Note:-

- The space can be booked subject to a minimum area of 12sqm.
- Shell-space (Std) will include three sides, partition, fascia name, floor covering, five lights, one 5/15 AMP socket, one trash bin, one table and three chairs in 12sqm and carpeting.
- Electricity Charges will be extra.
- 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 DEO.
- 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. This does not prohibit an Exhibitor from displaying the products of a principal for whom he becomes agent, distributor or licensee after the time of contract, with the prior written permission of DEO and after paying relevant charges, if/as applicable. However, if the Exhibitor brings in a Co-exhibitor with them, the exhibitor shall have to register their Co-exhibitor after paying registration fee for Co-exhibitor also. If any exhibitor is found to have defaulted, the exhibitor shall have to pay double the rate of their rental charges as penalty at the maximum rates of the space allotted.



“Any Indian Subsidiary/Division of Company/Exhibitor as Joint Venture will be considered as part of the Principal exhibitor. However each Subsidiary/Division will be enrolled separately under the Principal’s login free of charge”.

- (f) Discount for Bulk Booking:
- i. Booking of 100-499sqm. : 2%
 - ii. Booking of 500-999sqm. : 3%
 - iii. 1000 sqm. and above : 5%

3.3 Electricity Charges

– For Event Duration (18th to 22nd October 2022)

Participants	Rate Per kW for Event Duration (18 th to 22 nd October 2022)	For 12 hrs	For 24 hrs
Indian Participants	Payable in INR	7000	14000

– For Pre / Post Event Days on Per Day basis

Participants	Rate Per KW	Per Day (Working Hours)
Indian Participants	Payable in INR	3600

4. Space Booking and Payment Terms

Application for participation is required to be submitted online through the official website www.defexpo.gov.in along with 100% participation charges within the provisional booking period. Registration and booking of exhibitor space will be accepted on first come - first serve basis. The interested participants are to register online on official website prior space booking. All payments will be done online through the official website. Registration fee and space charges once paid will be non-refundable. The exhibitor agrees and understands that upon allocation of the requested space at no instance the allocated space will be reduced in size.

However, the participants who could not be accommodated will get refund of registration fee in due course, upon acceptance of an application by the Organisers, the application shall ipso facto become a contract binding on the Exhibitor and the Organisers (DEO) on the Terms and Conditions contained herein and in the Exhibition Regulations. On any failure to comply with payment terms, the organisers reserve the right to cancel the contract and to deny access into exhibition area to such exhibitors.

- (a) **Registration charges:** Non-refundable registration fee of INR 40,000 (inclusive of 18%GST) will be charged towards exhibitor registration, which would be adjusted against space booking charges. If no space is booked by the exhibitor then registration fee would be forfeited. **“Any Subsidiary/Division of Company/ Exhibitor will be considered as part of the Principal exhibitor. However each Subsidiary/Division will be enrolled separately under the Principal’s login free of charge”.**
- (b) **Exhibitors retaining space through Opting for Costs of Compensation.** The space is preserved for exhibitors who have opted for costs of compensation as per the refund policy of April 2022 for postponed DefExpo-2022. Both Non-MSME and MSMEs will be permitted to proportionately increase their space against the difference in amount between the previous charges and charges defined in this document subject to availability/feasibility. Alternatively, refund of excess amount as held with the Organisers will be provided post conclusion of the event.



5. Payment Schedule

- (a) The payment schedule for space booking is as follows:
- Provisional Booking for Space booked till 30 Sep 2022.** On payment of registration fee, space can be provisionally booked with 100% charges to be paid within 05 days of making provisional booking else provisional booking will get auto-cancelled by the system and space would be made available for other exhibitors.
 - Full Payment for Space booked till 30 Sep 2022.** Exhibitors will need to make full payment on or before 05 October 2022, failing which they will have to pay 5% of space charges as penalty charges on balance payable amount and cut-off date of receipt of funds in DEO A/c is 15 October 2022.
- (b) 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, Service Tax applicable is 18% of the total invoice value. The total cost represents only the payment for the site, details of which are mentioned in the invoice sent by DEO. 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
- (c) 5% of space charges will be levied as penalty charges on balance payable amount post 05 October 2022 upto the cut-off date of receipt of funds in DEO A/c on or before 15 October 2022. The stand would be closed and participation disallowed if full payment is not made.
- (d) **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. DEO reserves the right to change the numbering plan and/or alter the layout plans at any given time.
- (e) **Catalogue Entry Charges**
Each exhibitor will be entitled free catalogue entry (excluding LOGO) upto 150 words. Exhibitors can also get the name of their collaborator / principal / agent / Group Company included in the directory provided they fall in the same line of business. However, for additional entry an amount of INR 1000 will be charged from Indian. Exhibitors who wish listing more than 150 to 300 words including full color LOGO is required to pay INR 2000. This payment will be made along with space booking charges.

6. Cancellation of Booked Space

Without prejudice to the rights and remedies available under this contract and in the event of DEO 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 100% Cancellation charges of the total space charges including IGST.

These terms cannot be varied under any circumstances.



7. Failure to Exhibit

- (a) Any exhibitor or 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 DEO shall be liable for payment of the full amount stated in the contract plus any additional costs incurred by DEO as a result of such failure to exhibit.
- (b) DEO will not be liable in any way in the event that Immigration Authorities or any other Govt Security Agency prevent the attendance of any personnel at the exhibition.

8. Limitation of Liability and Indemnity

- (a) To the extent permissible under the Indian law, DEO, its officers, 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 into the exhibition by Exhibitor including vehicles parked at the venue, its staff, workers, agents, contractors or invitees or members of 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) DEO shall not in any event be held responsible for any restrictions or conditions which prevent construction, erection, completion, alteration or dismantling of stands or the entity, sitting or the removal of exhibits, or for the failure of any services or amenities provided by Gandhinagar, Gujarat, Owners or other third parties.
- (c) While DEO may provide information on the relevant legal requirements applicable to the Exhibitor including the licenses and permits which the Exhibitor has to obtain, DEO 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.
- (d) 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.
- (e) DEO shall not be responsible for the acts or omission of any contractor appointed by DEO to provide any products or services to the Exhibitor.
- (f) In the event that DEO 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 DEO 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 DEO for the space at the event at or during which the loss or damage was incurred or suffered.



- (g) The Exhibitor shall indemnify and hold DEO 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 DEO is entitled to under the law.

9. 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 DEO harmless in respect of the Exhibitor's liability to DEO. If DEO so demands, the Exhibitor shall provide proof to DEO 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. More details of Insurance related terms and conditions including rates are mentioned in Exhibitor's Manual.

10. Construction, Maintenance and Operation of Stands

- (a) **Possession of Space** – Possession to exhibitors taking raw stand space will be given **10:00 am** onwards on **05 October 2022**. For exhibitors under shell scheme, possession will be given **10:00 am** onwards on **11 October 2022**. For Chalet bookings / Outdoor display area, the same will be handed over to the exhibitor for activities **10:00 am onwards on 05 October 2022**. The handing over of possession will be subject to final payment to DEO for participation & space charges, catalogue entry fee, electricity and water charges, etc.
- (b) **Construction of Stands** – The interior design of the stand will have to be within the architectural controls laid down by DEO and design of the stand will have to be approved from DEO **prior 25 September 2022**. Exhibitors who do not comply with these guidelines and regulations will have to pay a penalty of Rs 50,000/- and will run the risk of closure of the stand by DEO. All construction material, waste and empties etc. will be removed by **1800 hrs on 15 October 2022**. Work on construction of stands will be permitted within the stand area only or outside the hall and in no case in the walk-ways in the Halls. Organisers reserve the right to order any changes to booths or have any item removed from the booth, which do not comply with the laid down specifications or with international norms/conventions on weapons/ammunition.
- (c) **Stand Completion** – stands are to be completed in all respect by **1800 hrs on 16 October 2022**. Full Dress Rehearsal of DefExpo-2022 will be held on 17th October 2022.
- (d) **Operation of Stands** – No stand 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.
- (e) **Storage of Empties** - No empties will be stored within or behind the exhibition stands.



- (f) **Stand Contractor for fabricator** - Contractors other than Official contractor will be required to pay one time royalty of INR1,00,000/- for Indian Contractors. For designing and construction of customized stalls, it is advised that the exhibitors may take the services of the official stand fabricator. Details of personnel who will be constructing/decorating stands/chalets, other than the official Stand Contractors may be furnished by the concerned exhibitor along with a letter of authority nominating the contracting company for such services.
- (g) **Service Provider Police Verification**- It is mandatory for all Indian service providers to fill the Police Verification Form and get their workers/staff whosoever will be entering exhibition area police verified.
- (h) **Group Stands** – Contracting parties for group stands are responsible for ensuring that all Exhibitors within their group are fully aware of and agree to abide by these Terms and Conditions and by the Rules and Regulations of the exhibition.
- (i) **Vacation of Space** – Stands will have to be vacated under shell scheme and raw space latest by **1800 hrs on 23 October 2022**. The site will close on **24 October 2022**.
- (j) **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.
- (k) **Sale of Exhibits** – 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 as Media Partners duly paying the media partner charges.
- (l) **Associate Media Partners**. No counter sales are permitted during the exhibitions. Exhibitors may distribute publicity material from their respective booth. Publishing and distribution of defence magazines is not permitted unless the Media houses are registered as Media partners duly paying the Media Partner charges of INR 10 Lakh inclusive of applicable taxes (presently 18% GST) and will be provided 12sqm space and 10 passes to facilitate distribution of print material against the payment for registration as Associate Media Partners on the DefExpo-2022 website on or before 30 September 2022. The Associate Media Partner misrepresenting themselves prior payment of INR 10 Lakh to DEO as Associate Media Partners or as Official Media Partner for DefExpo-2022 will be liable to pay a penalty of additional INR 10 Lakh and/or invoke debarment from DefExpo-2022 with forfeiture of deposit.
- (m) **Handling of Exhibits, Customs and Import** – Exhibitors can avail the services of only the appointed/nominated cargo agent selected by DEO. No other cargo agent will be allowed to enter/operate in the exhibition under any circumstances.
- (n) **Entry/Exit and passes**- Entry into Exhibition site/area will be on the basis of exhibitor passes issued by Organiser/DEO. Each exhibitor will be provided 3 passes for 12Sqm space. For additional passes beyond gratis basis passes to the exhibitor, passes are to be purchased at INR 3500/- (Rupees Three Thousand Five Hundred Only) by Indian Exhibitors. Entry of vehicles in the Exhibition Complex will not be permitted during exhibition hours and other hours specified separately. Car passes for parking in the designated locations will be available for INR 1500/-. For 12 seater and above Vehicles, the Vehicle passes will be available for INR 3000 (inclusive of GST). Exit passes with no dues certificate issued by HAL/DEO will be necessary for exhibits / material to be taken out of Gandhinagar, Gujarat.



- (o) **Business/Visitor Passes.** Business visitor passes will be available at INR 3500 on all days as per the timings of the exhibitions.
- (p) **Violation of Rules –** In the event of violation of any terms and conditions, DEO will reserve the right to close down the stall of the exhibitor.

11. Force Majeure

DEO shall not be liable to the Exhibitor by reason of any cancellation, suspension or part-time opening of the exhibition, either as a whole or in part, for any non-performance of their obligations under this contract or for any amendments or alterations to all or any of the Rules and Regulations of the Exhibition in each case to the extent that such occurrence is due to any circumstances not within their control. These circumstances include but are not limited to, war, global disruptions, fire, national emergency, labor unrest, earthquake, floods or other such acts of nature, acts of terror, pandemic, non-availability or cancellation of exhibition premises or any other cause not within the control of DEO. An amount of 25% of the total payment will remain with the organisers as Organisers compensation of costs.

12. Unforeseen Occurrences

In the event of any occurrences not foreseen in these Rules and Regulations, the decision of DEO shall be final.

13. Copyright

The Exhibitor gives permission to DEO to publish before, during and after the exhibition any and all press releases, photographs, product information, and brochures sent to them for the purpose of obtaining publicity for the Exhibition and/or Exhibitor. The Exhibitor guarantees that all graphic elements, designs and photos are either:

- (i) **Original material,**
- (ii) **Paid for by the Exhibitor or,**
- (iii) **Already in the public domain such that DEO cannot be used for copy right violation.**
- (iv) **Counterfeits and Copy right Infringements**

Copyright infringement will be vigorously policed at the exhibition. Copies or counterfeit goods are not permitted at the exhibition. Exhibitors infringing copyright laws may have their goods confiscated by customs and be banned from future shows.

(v) **Government Ruling**

The exhibitor shall have no claim against DEO should national or state government authorities, acting Independently or under the auspices of an international authority (e.g. the United Nations), ban, restrict or refuse participation at the exhibition by the exhibitor or the display or promotion of any of their products or services.

(vi) **Governing Law and Disputes**

- a) **Jurisdiction –** These Terms and Conditions and the contract between DEO and the Exhibitor shall be governed by the laws of India, and the parties submit to the non-exclusive jurisdiction of the courts of Delhi, India.
- b) **Disputes –** Disputes, if any, arising out of unresolved matters between exhibitor and MoD, DEO shall be settled by arbitration in accordance with the Arbitration and Conciliation Act 1996. The arbitration proceedings will be conducted in English and at New Delhi, India only. The award of the Arbitrations shall be final and binding between the Parties to the Arbitration.



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 (DEO) on the terms and conditions contained herein and in the Exhibition Regulations, as contained in Exhibitors Manual.

Signature	
Name	
Position/Designation	
Date	

Countersigned by an authorized representative for DEFEXPO-2022

Signature	
Name	
Position/Designation	
Date	

Defence Exhibition Organisation (DEO)

Government of India

Ministry of Defence,

Department of Defence Production

WILLOW, 1ST Floor, India Habitat Centre,

Lodhi Road, New Delhi - 110 003, (India)