

NOIDA METRO RAIL CORPORATION (NMRC) LIMITED

Policy

For

**Leasing of NMRC Auditorium
(Located in Metro Depot, Greater Noida)**

No. NMRC/T- 168/2022

April - 2022

Issued by:

**Noida Metro Rail Corporation (NMRC) Limited
Block-III, 3rd Floor,
Ganga Shopping Complex, Sector-29, Noida -201301,
District Gautam Budh Nagar, Uttar Pradesh, India**

Policy for leasing of NMRC Auditorium

1. About NMRC

Noida and Greater Noida are being developed as the satellite industrial towns to New Delhi and more and more people from Delhi and other areas are shifting to these towns in search of fresh air, greenery and better infrastructure. There is a need of providing an efficient, reliable, and comfortable transportation system for the population intending to settle in these towns and also the public coming to these areas for education, service and business.

Noida Metro Rail Corporation (NMRC) Limited is a Special Purpose Vehicle (SPV) formed for planning and executing urban transport projects in Noida, Greater Noida regions. NMRC desires to provide a world-class Public Transportation System with state-of-the-art technology. As such, the overarching criterion for setting up of NMRC is to help create an efficient, safe, reliable, economical and affordable public transport system.

NMRC has an Auditorium located in the Metro Depot in Greater Noida Area and is intending to lease out Auditorium for organizing event/s to Applicants.

2. Objective

NMRC aims to lease out the auditorium to players, who might be interested in availing the service, for **programs such as trainings, motivational lectures, academic classes, annual functions** subject to feasibility and approval of NMRC on case-to-case basis. Applicant may apply **directly to NMRC or via Authorized vendor/s** (to be nominated by NMRC, in future).

3. Eligible applicants

- a) An interested Applicant (i.e. Individual, Sole Proprietorship Firm/ Registered Partnership Firm/ Public Limited Company/ Private Limited Company/ Government Organization/ Public Sector Undertaking/ Society/ Trust, etc.)
- b) The Applicant should neither be a blacklisted/debarred nor should its contracts have been terminated/ foreclosed by any company / department during the last 5 (five) Financial Years due to non- fulfillment of Contractual obligations.

The Applicant shall also furnish the following documentary proof:

- **For above criteria 3(a)** – Proof of legal status, as may be applicable (such as Registration certificate of the firm/ Partnership deed/ certificate of incorporation, etc., Articles of Association and Memorandum of Association (if applicable))
- **For above criteria 3(b)** – Form 1: Cover Letter, which has declaration pertaining to the clause.

4. Details of Auditorium

The Auditorium has a seating capacity of **228**. Extra seating may be allowed in special cases on request, subject to feasibility and approval of NMRC. The Applicant will strictly ensure that not more than permitted people enter the Auditorium. The Applicant will ensure strict compliance of these norms failing which the NMRC reserves the right to refuse entry / stop / suspend the programme, without refund of programme charges.

It may be noted that:

1. NMRC Auditorium is equipped with central Air Conditioning and sophisticated lighting system.
2. NMRC will provide reasonably sufficient parking space for vehicles. It is the responsibility of the applicant to make sure these facilities are taken care of / regulated.
3. Adequate Washroom/ Toilet Facilities are available.
4. There is a canteen at the compound and any assistance regarding to catering may be coordinated with the Canteen in charge. Menu, rates, quality and services may be finalized between the Applicant and the Canteen Vendor. NMRC shall not be liable or responsible for such arrangements.
5. **The applicant must make their own arrangement for any required equipment/ facilities such as Projector, Mics, Mic Stands, lighting and special sound system etc. The details must be provided in Annexure 2 for assessing the requirement of power, etc.**

5. Schedule of rates

The schedule of rates is as under -

#	Days	Charges in Rupees (excluding taxes)
1.	Any day (from 10am – 9pm)	Rs.20,000 per day

Note: GST/any other tax/charge shall be payable by the applicant in addition to the above rate.

6. Timings

- a) The Auditorium premises will be available for use from **10am – 9pm** for all the days in the week.
- b) For every additional hour required, charges at the rate of **Rs. 2,000 per hour** will be charged.
- c) The space to make any arrangements shall be provided one day in advance of the event, basis request. This shall account as the one preparatory day, which shall exclude the actual event days.
- d) Similarly, post event half day shall be given for shifting, cleaning and make good of the allotted space.
- e) Above mentioned period for the pre and post event will be without any charge.

7. Payment/Applicability of Rates

- a) The consideration for event must be remitted in advance through RTGS/ NEFT or in the form of Demand Draft / Banker's Cheque drawn in favor of Noida Metro Rail Corporation Ltd., payable at Delhi/ Noida.

8. Application instructions and process

- a) The applicant may apply to NMRC through Application Form (Annexure 2) at least **15 working days** in advance for proper scrutiny and approval of the case.

The Applicant may submit their **request form** online. Thereafter, on confirmation call from NMRC, the Applicant may submit the **hard copy** of the Application Form at NMRC Head Office as per address.

- b) The applications will be registered on First Come First Serve basis in Priority register. The priority register will be maintained to record the time and date of registration of request.
- c) All fees (including applicable taxes and security deposit) must be submitted in the mentioned form **at least 7 working days (excluding the day of event) before the day of scheduled event**, after confirmation of booking by NMRC, failing which the applicant may lose his priority.
- d) The Applicant is suggested to undertake the Site Visit and assess the requirement basis the proposed project at its own cost.
- e) The Applicants are advised to study all instructions, forms, terms, requirements and other information in the Application carefully.
- f) The Applicant shall be deemed to have applied after careful study and examination of the Application Document with full understanding of its implications.
- g) The application received shall be reviewed carefully and interactions with the applicants are likely to take place. **However, NMRC reserves the right to accept/ reject any application that NMRC may receive.**
- h) **In case NMRC requires the Auditorium for official purpose on the sanctioned date, the booking may be cancelled at any time, by giving notice and the Applicant's Fees shall be refunded. The decision of NMRC on the above will be binding on the Applicant/ Authorized Vendor/s.**

9. Security Deposit

In addition to the abovementioned charges at Clause5 (Schedule of rates), the applicant is required to pay an Interest Free Security Deposit in the form of Demand Draft / Banker's Cheque **immediately/within two working days** after confirmation of Booking by NMRC/ NMRC's official Authorized Vendor/s as advance. The lumpsum amount of refundable security deposit shall be **Rs.20,000/- (Rupees Twenty Thousand only)**.

Security Deposit will be kept by NMRC till the event is over and will be refunded (preferably within 1 day to 1 month) after receiving the confirmation from Operation/Concerned department that there is no damage to the property of the NMRC during the time of event. However, if at the time of event any dispute/damage occurs etc., then same will be recovered first from the security deposit amount and balance amount (if any) will also be demanded from the applicant.

10. Undertaking of Indemnity

The applicant shall submit an Undertaking indemnifying NMRC completely against any loss direct or indirect, injury, damage caused to Auditorium, NMRC's men, material & property and to applicant's men & material during the event period and undertake to bear all cost incurred as a result of such incidence. The format of the Undertaking is annexed herewith as **Annexure 3** which is required to be submitted by applicant at the time of advance payment/ before starting of event.

11. Facilities provided by NMRC

The required space shall be permitted to the Applicant, as applied, by NMRC post required payments and approvals. The space shall be provided on "as is where is" basis.

1. Auditorium is equipped with central Air Conditioning and sophisticated lighting system
2. NMRC has
 - a. Reasonably sufficient parking space for vehicles
 - b. Adequate Washroom/ Toilet Facilities
 - c. Canteen at the compound
 - d. A small stall/counter (may be allowed on the left-hand side of the hall entrance as long as it does not obstruct movement of vehicles)

12. Guidelines for Applicant

The Applicant shall abide by following terms and conditions as mentioned above-

- a) Manning of the gates and ushering of guests to their seats. Ensuring strict discipline in the Auditorium. Full responsibility for liaison with police for maintenance of law & order, traffic control, etc.
- b) The Applicant will be responsible for maintaining law and order in the premises during the period till premises is handed over to the NMRC.
- c) The Applicant shall be responsible to obtain any / all permissions from all other concerned agencies/ statutory approval/ local authorities, wherever required, before start of the event.
- d) **A list of material being brought inside the auditorium will be made available to NMRC in advance.**
- e) The safety and security of all the arrangements (including materials) shall be the sole responsibility of the Applicant. NMRC shall not be liable for any such loss and/or damage that may arise.
- f) The Applicant shall ensure adherence to all norms of "The Metro Railways (Operation and Maintenance) Act, 2002.
- g) Ensure that the following **do not take place**:
 - Naked light in any form is strictly prohibited on stage & inside auditorium premises except lighting of Inaugural Lamp at specified places
 - Smoking, consumption of liquor, eatables, carrying of firearms, weapons, briefcases, transistors, food/ beverages etc., within the Auditorium
 - Any performance that can result in harm or injury to any one or damage anything
 - Sprinkling of Colours (dry or liquid) on stage or any place in Auditorium premises is strictly prohibited
 - Fixing of nails, tacks, tapes, posters, etc., on any of the walls and stage area. Sale of commercial items or products
 - Unauthorized movement of attendees in the depot premises is strictly prohibited
- h) Applicant must nominate a coordinator from their side and must furnish his/ her details to NMRC with the application form.
- i) The Driveway is intended only for entry and departure from the Auditorium. No stalls/counters should normally be erected in front Driveway. However, **a small stall/counter may be allowed on the left-hand side of the hall entrance as long as it does not obstruct movement of vehicles.**

- j) It will be the responsibility of the Applicant to ensure that no drinks or eatables are allowed inside the Auditorium. In the event of the Applicant failing to do so, the Management may levy an appropriate fine.
- k) Adjustment of Sound levels and lighting, as may be applicable, must be completed one hour before commencement of the show.
- l) All persons entering the Auditorium may be subjected to security checks including body search. Handbags including ladies' handbags may also be subjected to security checks.
- m) The Applicant during the period of event shall maintain good conduct.
- n) Dates/Timing of the event must be agreed in advance and must be strictly adhered to and not be changed except with the prior approval of the NMRC.
- o) In case of any loss and / or damage caused to NMRC's property, the applicable amount will be deducted from the security deposit or charged additionally in case it exceeds the security amount.
- p) NMRC always retains the right to halt any activity that is deemed to adversely impact the safety and security of Metro operations, personnel and property without any intimation to the applicant and no claim or compensation in this regard will be entertained.
- q) NMRC shall not be held responsible for any loss either direct or indirect, liabilities, bodily injuries, deaths, losses, lawsuits, claims, demands, fines, damages, costs and expenses which are caused to the applicant of the event.
- r) The proposed activities shall not hamper the operational activities.
- s) Activities prohibited under any law/ Government circular/Government Order will not be allowed.
- t) NMRC staff / contractors will not be involved in the event execution without prior written permission of NMRC.
- u) It may be noted that **no celebrations such as weddings/ birthdays** shall be allowed in the Auditorium.
- v) NMRC has the list of usages banned/ negative list as follows:
 - Any product / service the sale of which is unlawful/illegal or deemed unlawful under any Indian act or legislation.
 - Any product/ storage and sale of which may lead to or be considered as a fire hazard; such as fire crackers, industrial explosives, chemicals etc.
 - Sale of tobacco and tobacco products

13. Cancellation and Refund

The booking may be cancelled on the request of the applicant during NMRC office hours i.e. from 9.30 am to 6 pm (Monday to Friday). The refund of the booking amount shall be as under:

#	Time of request	% Refund of Booking Amount
1.	Before or on 7 days in advance of scheduled day of event (Excluding the day of event)	75%
2.	Before or on 5 days in advance but later than 7days in advance (Excluding the day of event)	50%

#	Time of request	% Refund of Booking Amount
3.	Before or on 3 days in advance but later than 5days in advance (Excluding the day of event)	25%
4.	Less than 3 days in advance (Excluding the date of event)	0%

- a) The Security Deposit will be refunded in full on cancellation of the booking.
- b) NMRC reserves the right of full refund in case of abnormal force majeure condition.
- c) In case of acceptance of cancellation request, NMRC reserves the right to allocate it to the next in turn.

It may be noted that Change of Date (i.e. Postponement/ Preponement) shall be allowed ONCE subject to availability and approval of NMRC.

14. Nodal Officer for Information about the Project Application

The Nodal officer for this Policy will be DGM/RS, E & Ops, NMRC Ltd. Applicants may obtain further information/ clarifications pertaining to this Policy & Application from Asstt. Manager/Property Business, NMRC Ltd. (Contact number: 9910376096) or in the office at Noida Metro Rail Corporation (NMRC) Limited , Ganga Shopping Complex, Block-III, 3rd Floor, Room No-22, Sector-29, Noida - 201301, District Gautam Budh Nagar, Uttar Pradesh. **Alternatively, the details may also be sought from Authorized vendor/s to be nominated by NMRC, in future.**

15. Submission of Applications

The Applicant shall be required to submit their application with associated documents at the following address:

O/o DGM/RS, E & Ops

Noida Metro Rail Corporation,

Block-III, 3rd Floor, Ganga Shopping Complex,

Room No. - 14, Sector-29, Noida 201301

Email: nmrcnoida@gmail.com

Any clarification on the policy may also be made at the above address.

Alternatively, the Applicant can fill the details in the “Online Link” provided on the NMRC website as well.

16. Language

- a) The Applications prepared by the Applicant and all correspondence and documents relating to the applications exchanged by the Applicant and NMRC, shall be written in English/Hindi language, provided that any printed literature furnished by the Applicant in another language shall be accompanied by an English/Hindi translation in which case, for purposes of interpretation of the application, the English/Hindi translation shall govern.
- b) If any supporting documents submitted are in any language other than English/Hindi, translation of the same in English/Hindi language is to be duly attested by the Applicant.

17. Documents to be submitted

The Application to be submitted by the Interested Parties shall, *inter-alia*, include:

- a) Cover Letter expressing interest to participate in the form and manner prescribed hereunder as Annexure 1;
- b) Details of the Applicant in the form and manner as prescribed hereunder as Annexure 2 and;
- c) Undertaking for Indemnity in the form and manner as prescribed hereunder as Annexure 3.

18. Settlements of Disputes

- a) The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Application or the interpretation thereof.
- b) All disputes relating to this Application or claims arising out of or relating to this Application or breach, termination or the invalidity thereof or on any issue whether arising during the progress of the services or after the completion or abandonment thereof or any matter directly or indirectly connected with this Application shall be referred to Managing Director, NMRC.

19. Applicability of the Policy

This policy shall remain valid until further notified by NMRC.

20. Exemption

Managing Director, NMRC has the power to relax, delete/modify/revise etc. of any of the items of the provision of this policy.

Note: In case of any doubt or dispute regarding interpretation of these rules and procedures, the decision of Managing Director, NMRC shall be the final.

GM (Technical)

**Noida Metro Rail Corporation (NMRC)
Uttar Pradesh**

Annexures

Annexure 1: Cover Letter

Date:

To,
DGM/RS, E & Ops
Noida Metro Rail Corporation (NMRC) Limited
Block-III, 3rd Floor, Ganga Shopping Complex,
Noida -201301,
District Gautam Budh Nagar, Uttar Pradesh

Sub: Application for leasing NMRC Auditorium

Dear Sir,

1. With reference to your Application document, I/We the undersigned am/are hereby expressing our Interest for the opportunity.
2. We understand that NMRC wishes to lease out their Auditorium. Further, the issue of this Application does not imply that NMRC is bound to appoint any applicant/s, as the case may be.
3. We hereby declare that we are neither black listed/debarred firm nor have contracts, which have been terminated/ foreclosed by any company / department during the last 5 (five) financial years due to non- fulfilment of Contractual obligations.
4. We hereby declare that all the information and statements made in this Application are true and accept that any misinterpretation contained in it may lead to our disqualification. Our Application is binding upon us.
5. We have prepared our application for the captioned project as specified in Application Document.

I/We hereby declare that all the information and statements made in this Application are true.

(Name and Title of the Signatory)

1. Annexure 2: Application Form

Date of Application: _____

Name of Applicant : _____

Legal Status of Applicant : _____

ID Proof (Mandatory): _____

(PAN/Aadhar/Passport, etc.)

Registered address : _____

GST : _____

Contact Number : _____

Email : _____

Brief profile of the Applicant: _____

Proposed event at Auditorium

Type of Event: _____

(Trainings, Motivational lectures,

Academic classes, etc.)

Facilities required

(Sound System, etc.) : _____

(To be arranged by Applicant)

Indicate the Date of Events/Booking

Date of Event	Timings for Booking

Synopsis/ detailed description of event : _____

(Attach additional sheet if required)

Preferred Payment Details

☐

RTGS/ NEFT

☐

Demand Draft/ Banker's Cheque

Name of Coordinator/ Contact Person: _____

Local Address of correspondence : _____

Contact Numbers : _____

Email : _____

Additional Requirements (if any) : _____

To be filled by NMRC

Priority No : _____

Details (Amount) of License fees : _____

Details (Amount) of Security Deposit : _____



2. Annexure 3: Undertaking for Indemnity

(To be filled - At the time of advance payment/ before starting of event)

I, _____ [Name of the Applicant/Official], _____ [Designation] having Address / Registered Office at _____ have been authorized by Noida Metro Rail Corporation Ltd. to carry out _____ [event] on _____ [insert date] from _____ to _____ [insert time].

For my visit to _____ (Location Name), I, hereby, indemnify Noida Metro Rail Corporation Ltd., its Representatives and Officials completely against any loss, injury, damage caused to NMRC's men, material & property during the said period and undertake to bear all cost incurred as a result of such incidence.

I, hereby, further state that no claims / damages whatsoever shall be made by myself or my representatives against NMRC on the aforesaid context before any court / statutory authorities.

Name of the Applicant/ Official

In the presence of:

Sign of Witness 1 _____

Sign of Witness 2 _____

Name _____

Name _____

Address _____

Address _____

Time & Date of entry

Time & Date of exit

(to be filled by NMRC official)

***Strike out whichever is not applicable.**