POLICY FOR LEASING OF UPMRC AUDITORIUM

(LOCATED IN TRANSPORT NAGAR METRO DEPOT, LUCKNOW)



Uttar Pradesh Metro Rail Corporation Limited उत्तर प्रदेश मेट्रो रेल कॉर्पोरेशन लिमिटेड

UTTAR PRADESH METRO RAIL CORPORATION LIMITED

Policy for Leasing of UPMRC Auditorium (Located in Metro Depot, Lucknow)

No. UPMRCL/T-01/2023 Feb - 2023

Issued by:

Uttar Pradesh Metro Rail Corporation (UPMRC), Administrative Building Vipin Khand, Gomti Nagar Near DR Amdehkar Samajik, Parivartan Sthal, Lucknow, Lucknow, INDIA 226010.

Policy for leasing of UPMRC Auditorium

1. About UPMRC Auditorium

UPMRC has an Auditorium located in the Metro Depot in Lucknow and is intending to lease out Auditorium for organizing event/s to Applicants.

2. Objective

UPMRC aims to lease out the auditorium to applicants, 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 UPMRC on case-to-case basis. Applicant may apply directly to UPMRC or via Authorized vendor/s (to be nominated by UPMRC, in future).

3. Eligible applicants

- a) An interested Applicant (i.e. Individual, Sole Proprietorship Firm/ 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 **139** people. Extra seating may be allowed in special cases on request, subject to feasibility and approval of UPMRC. The Applicant will strictly ensure that no more than permitted people enter the Auditorium. The Applicant will ensure strict compliance of these norms failing which the UPMRC reserves the right to refuse entry / stop / suspend the programme, without refund of programme charges.

It may be noted that:

- UPMRC Auditorium is equipped with central Air Conditioning and sophisticated lighting system.
- UPMRC 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 near to the Auditorium 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. UPMRC 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.

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5. Schedule of rates

The schedule of rates is as under -

SN	Days	Charges in Rupees (excluding taxes)
1.	For First 7 days (from 09 am - 08 pm)	Rs.20,000 per day
2.	For long single stretch bookings beyond 7 days	Up to 07 days charges will be based on (1) and beyond 07 days from 08 th days it can be reduced with minimum charges of 10,000/-per day.

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

6. Timings

- a) The Auditorium premises will be available for use from 09 am 08 pm for all the days in the week.
- For every additional hour required, charges at the rate of Rs. 2,000 per hour + applicable taxes will becharged.
- 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 Uttar Pradesh Metro Rail Corporation Ltd., payable at Lucknow.

8. Application instructions and process

- a) The applicant may apply to UPMRC 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 UPMRC, the Applicant may submit the **hard copy** of the Application Form at UPMRC 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 charges (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 UPMRC, failing which the applicant may loose the priority of allotment.

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- 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, UPMRC reserves the right to accept/ reject any application that UPMRC may receive.
- h) In case UPMRC 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 UPMRC on the above will be binding on the Applicant.

9. Security Deposit

In addition to the above mentioned charges at Clause 5 (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 UPMRC/ UPMRC'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 UPMRC till the event is over and will be refunded (preferably within 1 day to 1 month) after receiving the confirmation from concerned departments that there is no damage to the property of the UPMRC 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. If amount of damage occurs exceeds interest free security deposit then applicant has to pay the excess amount over the interest free security deposit to UPMRCL. The decision of UPMRCL on the liquidated damages will be final and binding on the applicant.

10. Undertaking of Indemnity

The applicant shall submit an Undertaking indemnifying UPMRC completely against any loss direct or indirect, injury, damage caused to Auditorium, UPMRC'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 UPMRC

The required space shall be permitted to the Applicant, as applied, by UPMRC 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. UPMRC 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)

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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 UPMRC.
- 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 UPMRC in advance.
- e) The safety and security of all the arrangements (including materials) shall be the sole responsibility of the Applicant. UPMRC 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 Colors (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
- Applicant must nominate a coordinator from their side and must furnish his/ her details to UPMRC 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.

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- 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 UPMRC.
- In case of any loss and / or damage caused to UPMRC's property, the applicable amount will be deducted from the security deposit or charged additionally in case it exceeds the security amount.
- p) UPMRC 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) UPMRC 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) UPMRC staff / contractors will not be involved in the event execution without prior written permission of UPMRC.
- It may be noted that no celebrations such as weddings/ birthdays shall be allowed in the Auditorium.
- v) UPMRC 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 UPMRC office hours i.e. from 9.30 am to 6 pm (Monday to Friday). The refund of the booking amount shall be as under:

SN	Time of request	% Refund of Booking Amount
1.	Before 7 days in advance of scheduled day of event (Excluding the day of event)	100%
2.	From 3 days in advance but on or later than 7days in advance (Excluding the day of event)	50%
3.	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.

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- b) UPMRC reserves the right of full refund in case of abnormal force majeure condition.
- c) In case of acceptance of cancellation request, UPMRC 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 UPMRC.

14. Nodal Officer for Information about the Project Application

The Nodal officer for this Policy will be DGM/PR, UPMRC Ltd. Applicants may obtain further information/ clarifications pertaining to this Policy & Application from Asstt. Manager/Manager/Operations, UPMRC Ltd. (Contact number:7311122797/7311122791) or in the office at Uttar Pradesh Metro Rail Corporation Limited (UPMRCL), Administrative Building Vipin Khand, Gomti Nagar Near Dr. Ambedkar Samajik, Parivartan Sthal, Lucknow, 226010. Alternatively, the details may also be sought from Authorized vendor/s to be nominated by UPMRCL, in future.

15. Submission of Applications

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

DGM/PR.

Uttar Pradesh Metro Rail Corporation, Administrative Building, Vipin Khand, Gomti Nagar, Near Dr. Ambedkar Samajik, Parivartan Sthal, Lucknow,UP,226010 Email:hiteshchandna@upmrcl.co.in

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 UPMRC 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 UPMRC, 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 here under as Annexure 1;
- b) Details of the Applicant in the form and manner as prescribed here under as Annexure 2 and;

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c) Undertaking for Indemnity in the form and manner as prescribed here under 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, UPMRC.

19. Applicability of the Policy

This policy shall remain valid until further notified by UPMRC.

20. Exemption

Managing Director, UPMRC 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, UPMRC shall be the final.

GM (Operations)

Uttar Pradesh Metro Rail Corporation (UPMRCL) Uttar Pradesh

Annexures

Annexure	1.	Cover	Letter
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Da	te:					

To,

DGM/PR, Uttar Pradesh Metro Rail Corporation, Administrative Building, Vipin Khand, Gomti Nagar, Near Dr. Ambedkar Samajik, Parivartan Sthal, Lucknow, UP,226010 Email: hiteshchandna@upmrcl.co.in

Sub: Application for leasing UPMRC Auditorium

Dear Sir,

- 1. With reference to the Application document, I/We the undersigned am/are hereby expressing our Interest for the opportunity.
- We understand that UPMRC wishes to lease out their Auditorium. Further, the issue of this Application does not imply that UPMRC 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-fulfillment 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.

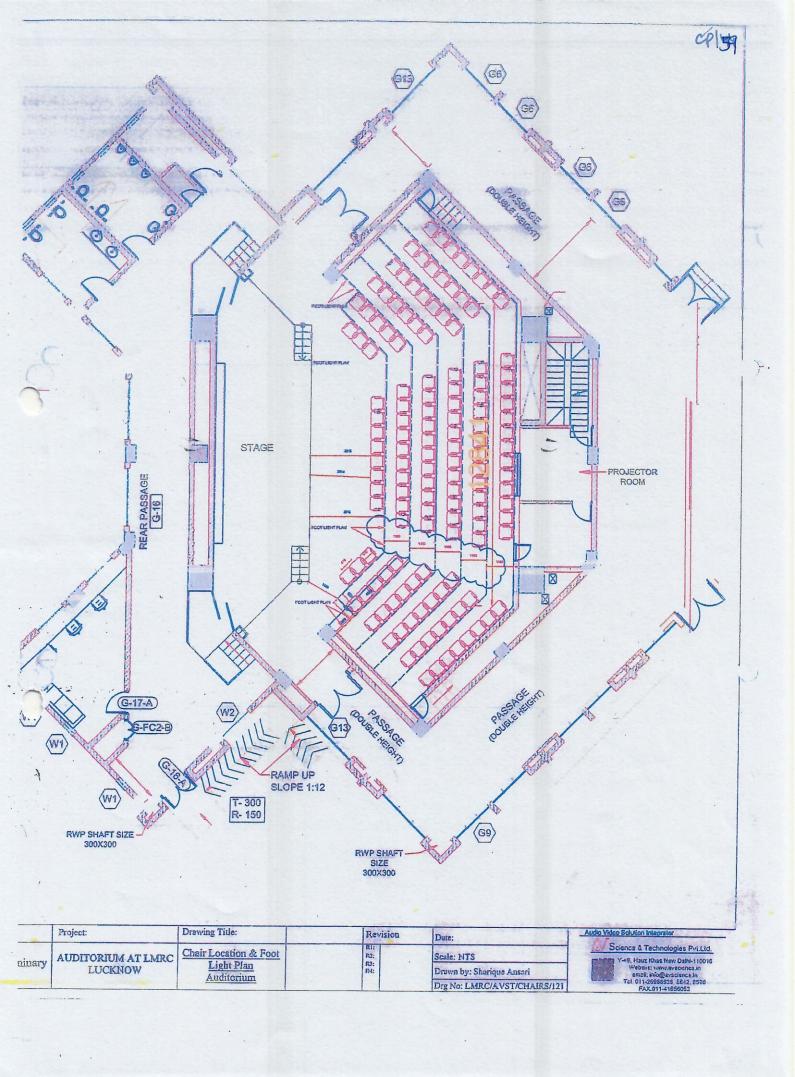
I/We hereby declare that all the information and statements made in this Application are true.

(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 Number:		
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 Persor	11:
Local Address of correspondence	
Contact Numbers	
Email	
Additional Requirements (if any)	:
To be filled by UPMRC	
Priority No	
Details (Amount) of License fees	
Details (Amount) of Security Deposit	

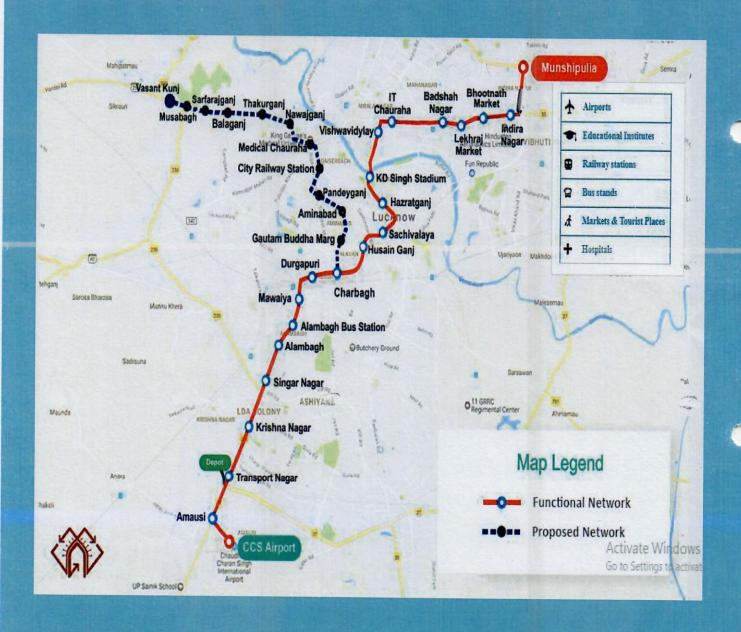


2. Annexure 3: Undertaking for Indemnity

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

I,[Nam	[Name of the Applicant/Official],		[Designation] having
			have been authorized
			[event] on
[insert date]	fromto		[insert time].
Corporation Ltd., its Represen	tatives and Officials	completely a	reby, indemnify Noida Metro Rail gainst any loss, injury, damage od and undertake to bear all cost
I, hereby, further state that n representatives against UPMR0			shall be made by myself or my ny court / statutory authorities.
Name of the Applicant/ Official			
In the p	presence of:		
Sign of Witness 1		Sign of Wi	itness 2
Name		Name	
Address	_	Address_	
	_		
Time & Date of entry			
Time & Date of exit			
(to be filled by UPMRC			
official)			
*Strike out whichever is not a	applicable.		





Uttar Pradesh Metro Rail Corporation Limited उत्तर प्रदेश मेट्रो रेल कॉर्पोरेशन लिमिटेड