

Policy
For
**Hiring of NMRC's Premises including Metro Stations, Trains
and Depot for a Particular Duration**

No. NMRC/T-63/2019

February, 2019

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 Hiring of Premises including Stations or Trains for a Particular Duration

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.

The infrastructure created by it and the modern world class facilities attract a large number of entities for filming inside Metro. In this context, NMRC's premises including spaces at stations and trains may be given on short term hiring basis for the purpose of shooting of films, audio-visuals, documentaries, TV commercials, etc. Advertisement of any kind including product display shall not be permitted during such hiring of NMRC premises. Further, these activities of shooting shall not cause inconvenience to the Metro users or interfere in the operation of Metro services.

2. Objective

To Promote Noida Metro Rail Corporation as an accessible and affordable Film Shooting/Photography destination and maintain its brand image as the One of the most preferred Metro system.

To facilitate & provide assistance to explore Noida & Greater Noida through Metro.

To showcase Noida & Greater Noida as one of the best Film shooting destination in terms of modern infrastructure, commercial projects, demographic canvas in the National & International Market.

3. Eligible applicants

Applicant means Reputed Production House, Event Management Company, Show Organizer, Film Producer & Exhibitor and Branding Company. The applicant have to make a request for audio-visual shooting on the letter head of the company with application form as specified in Annexure 2 (Event, Guidelines and Application Form)

4. Schedule of rates

The schedule of Booking Fees for hiring NMRC's premises on hourly basis for occupancy including stations (Annexure 1), trains, Depot & other premises for above purposes shall be as under:-

#	Location	Booking Rate Per Hour (Excluding Taxes)
1.	Inside Trains (per train of four cars)	Rs. 50,000/-
2.	Inside Metro stations (per station)	Rs. 50,000/-
3.	Both stations and trains	Rs. 75,000/-
4.	Other premises (depot or construction site)	Rs. 3,00,000/-

The applicable fees including applicable taxes for an event will be paid in advance by applicant at least Ten (10) working days (excluding the day of event) before the day of scheduled event failing which the applicant may lose his priority.

A discount of 25% shall be applicable if the premises are booked during non-operational/non-revenue hours of NMRC. For rest of hours, payment is full to be made as given above.

Note: GST/any other tax/charge shall be payable by the agency/production house in addition to the Booking Fee.

5. Definitions

- a) Inside Trains: When train(s) has / have been booked and the activity inside the train including shooting of boarding / de-boarding at platforms. Even for booking a Single car (Coach) of Metro Train, the booking rates will be applicable equivalent to booking a train.
- b) Inside Metro Stations: Station area such as circulating area, entrance, unpaid & paid areas, platforms and no train has been booked. The shooting of regular revenue train from the platform without any actor/actress/crew member will be permitted as part of shooting of the station.
- c) Both Stations and Trains: Wherein shooting is being done inside the train, outside the train, station area and train(s) has/have been booked for shooting purpose excluding category a) above.

6. Payment/Applicability of Rates

- a) The agency will be given maximum 60 minutes (One Hour) free time to set up the instruments/cameras etc. In case of any dispute regarding time of start of activity or free time allowed, the decision of NMRC would be final and binding.
- b) The above mentioned charges shall be paid, in advance, in the form of Demand Draft / Banker's Cheque drawn in favour of Noida Metro Rail Corporation Ltd., payable at Delhi NCR/Noida.
- c) In case the shooting/event goes beyond permitted time, then additional charges on pro rata basis has to be paid by the party. The additional time to be rounded off to next 15 minutes as illustrated below.

Illustration: If the film shooting is scheduled from 10 AM to 12 Noon and the shooting continues till 12:10 PM, the booking fee will be charged upto 12:15 PM i.e for 2.25 hrs only. The booking fee for remaining 15 mins (0.25 hr) will have to be paid by the agency on pro rata basis which may be adjusted from the Security deposit.

- d) Once the permission is granted, change in category from station to train and vice versa shall only be allowed if it is generating more revenue than already agreed and if feasible. If it is leading to lowering of revenue then it will not be agreed.
- e) The Applicant has to deduct the TDS as per the statutory applicable law and intimate the same to the NMRC in advance & submit the challan (if any) to the NMRC.

7. Security Deposit

In addition to the above mentioned charges at point no.-4 (Schedule of rates) , the applicant 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. The amount of the security deposit shall be as under: -

#	Location	Security Deposit

1.	Inside trains (per train of four cars)	Rs. 1,00,000/-
2.	Inside metro stations (per station)	Rs. 1,00,000/-
3.	Both stations and trains	Rs. 1,50,000/-
4.	Other premises (depot or construction site)	Rs. 6,00,000/-

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

8. Indemnity Bond

The applicant shall submit an indemnity bond on a stamp paper of hundred rupees value, which is duly notarized, indemnifying NMRC completely against any loss direct or indirect, injury, damage caused to Metro commuters, NMRC's men, material & property and to applicant's men & material during the event/shooting period and undertake to bear all cost incurred as a result of such incidence. The format of the Indemnity bond is annexed herewith as Annexure 3 which is required to be submitted by applicant before starting of event/shooting.

9. Application process

- a) The applicant may apply to NMRC in Event Guidelines and Application Form (Annexure 2) at least 15 working days in advance for proper scrutiny and approval of the case.
- b) The applications will be registered on First Come First Serve basis in Priority register. The priority register will be maintained in the Public Relations department or O/o GM/Technical to record the time and date of registration of request.
- c) All fees including applicable taxes must be submitted in the form of Demand Draft / Banker's Cheque immediately/within two working days after confirmation of Booking by NMRC, failing which the applicant may lose his priority.

10. Terms and Conditions

The applicant shall abide by following terms and conditions in addition to the financial matters as discussed above: -

- a) Production Company shall be responsible to obtain any / all permissions from all other concerned agencies/ statutory approval, wherever required.
- b) Timing of the event has to be agreed in advance and must be strictly adhered to and not be changed except with the prior approval of the NMRC.
- c) 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.
- d) It shall be the sole responsibility of the applicant to clean up debris or any garbage material or any housekeeping activity, created and / or brought in by the applicant. Any costs incurred by NMRC due to the negligence or failure of the applicant in this regard shall be deducted from the security deposit of the applicant or charged additionally in case it exceeds the amount of the security deposit.
- e) All persons of the applicant's team shall carry entry badges at the time of event and the same will be issued by the NMRC.

- f) NMRC at all times 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.
- g) NMRC reserves the right to restrict the number of persons and the type of equipment entering the metro station/trains/premises for this activity.
- h) The company / production house may use film, video and photographs shot at NMRC only for the purpose stated in the application form. The images / footage should not be used for any other purpose without written permission from NMRC.
- i) 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 organization and or by any participant of the event.
- j) Filming or Photo or Video in any manner with or without intention should not be used to project a negative image of NMRC.
- k) There should not be any inconvenience to the commuters at the time of the event.
- l) Display of any sort of advertisement in the Metro premises, including trains, will not be permitted during the course of any permitted event.
- m) The proposed activities shall not hamper the operational activities or cause any inconvenience to the passengers.
- n) During the entire filming/shooting in Aqua Line, the safety and security of the agency/production house shall be their own and NMRC will not take any safety/security responsibility of the agency's personnel/production house/machine/equipment/camera etc. during the event.
- o) The Safety/Security Team of the agency/production house will have to work in close coordination with the NMRC Safety/Security Team and will have to follow the instructions and guidelines thereof.
- p) Activities prohibited under any law/ Government circular/Government Order will not be allowed.
- q) Any Animals will not be permitted on NMRC property.
- r) Use of fire, gunfire, explosives or any hazardous material are not permitted at NMRC stations/trains/premises.
- s) Filming of Photo or Video must not display any offensive or obscene material or any material with political, religious or racial overtones.
- t) The company / production house should not be allowed to make any changes in respect of the names of the locations, stations, train etc. without prior specific permission of NMRC
- u) NMRC staff / contractors will not be involved in the event without prior written permission of NMRC.
- v) In case of power requirement during the event at the station, the supply will be available on chargeable basis the charges will be decided by NMRC. Applicant can also use generators for supply of power as required. All cords and wiring running along the floor must be taped or guarded so that Metro station patrons and staff do not trip or fall.
- w) The synopsis of film/documentary/serial/TV Commercial etc. has to be shown to NMRC before approval for shooting. No negative projection of the Metro is permitted. There should not be any direct / indirect reference to terrorism in the script which contains shots of the Metro and an undertaking to this effect should be given to NMRC.

- x) The concerned agency/company will have to purchase tickets of NMRC for their entire team members if entering in paid area during the revenue hours.

11. Cancellation and Refund

The booking may be cancelled on the request of the applicant. 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%
3.	Before or on 3 days in advance but later than 5days in advance (Excluding the day of event)	25%
4.	Later 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) NMRC at all times reserves the right to halt any activity that is deemed to adversely impact the safety and security of Metro operations, personnel and property. In such cases the booking fees will be refunded on pro-rata basis i.e. the period of booking will be counted upto next 15 minutes and the booking fee will be charged upto the period of shooting/filming/activity.

Illustration: If the film shooting is scheduled from 10 AM to 12 AM and the shooting has to be cancelled at 11:10 AM by NMRC on any of the above account, the booking fee will be charged upto 11:15 AM i.e. for 1.25 hrs only. The booking fee for remaining 45 min (0.75 hr) would be refunded.

- d) In case of acceptance of cancellation request, NMRC reserves the right to allocate it to the next in turn.

12. Submission of Applications

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

GM (Technical)

Noida Metro Rail Corporation,

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

Sector-29, Noida 201301

Email: nmrmano@gmail.com

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

13. Applicability of the Policy

This policy shall remain valid until further notified by NMRC.

14. 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)

