

MoU for Bicycle on Sharing System in Nagpur

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) made on ___ day of _____ 20__ at Nagpur

Between

Maharashtra Metro Rail Corporation Ltd. (Maha Metro) which is the nodal agency for development of Metro in Nagpur having its office at “Metro Bhawan” East High court Road (VIP Road) in front of Dr. Babasaheb Ambedkar College. Near Dikshabhoomi, Nagpur-440010 (hereinafter referred to as “Maha Metro”) which expression shall unless it be repugnant to context thereof include their successors, nominees and here and after called the First Part;

And

Operator’s Company Name and Address (hereinafter referred to as “Operator”) which expression shall, unless repugnant to the context thereof, include successors, assigns, affiliates, associate and funds under management of the Second Part.

Maharashtra Metro Rail Corporation Ltd. and **Operator** are hereinafter referred to individually as ‘**The Party**’ and collectively ‘**The Parties**’

WHEREAS

- A. Maharashtra Metro Rail Corporation Ltd., is a 50:50 jointly owned company of Government of India and Government of Maharashtra formed to provide a safe, reliable, efficient, affordable, commuter friendly and environmentally sustainable rapid public transport system for the Nagpur Metro Region.
- B. Maharashtra Metro Rail Corporation Ltd. is committed for improving the first and last mile connectivity of Metro stations through Public Bicycle sharing system to access Metro stations.
- C. **Operator’s Company Name** has approached to operate Pilot project (Wherever and Whenever Maha-Metro launches its services in Nagpur) to cover first and last mile connectivity through services of Public Bicycle sharing system in the city of Nagpur at locations given in Annexure A.

- D. The Parties hereto have agreed to record their understanding, agreed terms and conditions as and by way of this MoU.

NOW THEREFORE THE PARTIES HERETO, HEREBY AGREE AS FOLLOWS:

1 OBJECTIVES

The objective of this MoU is to enable **Operator's Company Name** to provide a reliable Public Bicycle sharing system to access Metro stations in Nagpur and ensure availability Bicycles at all times to provide low cost, environment friendly options to citizens. It's a flexible option to access the Metro station and increase the use of safe, comfortable sustainable transport in city including all the necessary component required for operation.

2 ROLES & RESPONSIBILITIES

2.1 ROLE & RESPONSIBILITIES OF MAHA METRO

- 2.1.i Maha-Metro may provide assistance to identify publicly accessible spaces designated for parking of Bicycles at locations within the area of operations for the shared use in nearby Metro Stations only.
- 2.1.ii Maha-Metro may provide schedule of Metro operation for better service.
- 2.1.iii Maha-Metro may assist the Operator in dealing with incidences of theft and vandalism, including coordination with the Police and other relevant authorities but Maha Metro shall not be liable for any theft or vandalism of Operator assets.
- 2.1.iv Maha- Metro may provide information to residents about the services offered by the Operator at its various offices and also to the users/commuters through announcements and/or messages.
- 2.1.v Maha-Metro shall not be liable for any direct/ indirect consequential damages or loss in respect of the Public Bicycle Share project & shall not be liable to third party relating to said project.
- 2.1.vi No. of parking slots and Bicycles shall be decided by Maha-Metro.
- 2.1.vii Maha-Metro shall have right to review and inspect all the software and hardware provided by Operator.
- 2.1.viii Maha-Metro shall decide the fare, based on mutual discussion with operator.
- 2.1.ix Increase/decrease of parking spaces in each Metro Station shall be sole discretion of Maha Metro.

2.2 ROLE & RESPONSIBILITIES OF (OPERATOR'S COMPANY NAME)

- 2.2.i Carry out operations for providing first and last mile connectivity through Bicycle sharing at locations (as per Annex- A) provided by Maha Metro as a pilot.

- 2.2.ii Operator shall ensure that they implement and follow appropriate safety and security measures while rolling out and managing the program at the Stations.
- 2.2.iii Safety is of prime importance and accordingly the Operator need to ensure that the bicycles used are of the right quality and in compliance with the standards; and there is periodic maintenance carried out to ensure safety and user experience of the riders.
- 2.2.iv Operator shall ensure that bicycles must have reliable and intuitive front and rear disk braking systems. Helmets and other safety items may be provided for user's safety.
- 2.2.v Operator shall ensure to notify the user using visible language that user must yield to pedestrians at all time; that user shall not ride while under the influence of alcohol or drugs and that wearing a helmet is encouraged.
- 2.2.vi The Operator shall make efforts for identification of parking locations other than Metro stations i.e. Nagpur Municipal Corporation and Nagpur Improvement Trust Jurisdiction areas.
- 2.2.vii Operator shall carry out testing of all the components of system for One (1) week before commencement of operations. During Testing phase, system will not be open to general public but will remain accessible to Maha-Metro Staff.
- 2.2.viii Operator shall ensure proper maintenance and upkeep on a day-to-day basis and all bicycles available at Stations should be in perfect working condition, clean and presentable.
- 2.2.ix Operator shall share (and update) with Nagpur Metro the names and contact details of staff/team members deployed by him for service support and management of day-to-day affairs.
- 2.2.x Cost of parking at places other than Metro stations shall be borne by Operator.
- 2.2.xi Operator shall develop integrated website showing all the relevant information.
- 2.2.xii Fare fixation and revision would be discussed mutually and agreed upon by Operator and Maha Metro.
- 2.2.xiii The operations shall be totally app based. The payments shall be accepted by the Operator with Common Mobility Card/mobile wallet only. The responsibility of developing a reliable App and Payment system shall lie with the operator.
- 2.2.xiv Service Provider shall develop an Integrated Website for Public Bicycle sharing and establish a smart phone app for the system which will help users to give both static and real time information about the system. The app and the website developed will be integrated with the Metro App and Website and for such an integration, Service Provider will provide support for same without any extra cost.
- 2.2.xv Operator is required to implement the App-Based system for

- availability and booking of Bicycles at its own cost.
- 2.2.xvi Operator App/ website and Maha Metro website and app shall show parking spaces, emergency button, number of Bicycles available and other necessary information. Operator shall assist Maha Metro in updating exact information on its website.
- 2.2.xvii The operator must ensure that the app must have the facility of sending Alerting information to operator regarding accidents or alarm situations.
- 2.2.xviii The Operator will provide details of Customer care, Grievance redress mechanism, Emergency response system and details of emergency button in all vehicles and parking place.
- 2.2.xix It will be the discretion of Maha Metro to allow parking spaces at Stations (if required), depending on availability & need and may be chargeable, depending upon the location/Station.
- 2.2.xx Operate Bicycle on rent for timing basis or on kilometer basis or combined based on Metro commuter's demand.
- 2.2.xxii Operator shall keep all the data accessible to Maha-Metro on real time basis.
- 2.2.xxiii Bear all costs and expenses associated with respect to procurement, deployment, maintenance, technology, operations, manpower resources, insurance etc. to run and manage the Bicycle sharing program.
- 2.2.xxiiii Provide technical and operational information to Maha-Metro for better services.
- 2.2.xxv Operator will inform all the important business decisions taken by them to Maha-Metro before implementing if they impact the customer.
- 2.2.xxvi Comply with all the required Government Regulations to operate the pilot project.
- 2.2.xxvii Place information about how to use the system at designated zones, in Marathi, Hindi and English, in such manner that to be communicated by Maha Metro.
- 2.2.xxviii The operator alone shall be liable & responsible to make regular payments of salaries, wages & employment benefits to its staff.
- 2.2.xxix The operator shall not claim any right, title & interest in the premises designated by Maha Metro.
- 2.2.xxx The operator shall obtain & shall keep all valid statutory approvals & permissions in relation to & arising out of execution & running of the pilot project.
- 2.2.xxxi Ensure to remove or relocate any Bicycles that are placed by customers in such locations that cause inconvenience or obstruction to other commuters at their own expense as soon as intimated.
- 2.2.xxxii Operator shall actively promote to drop off Bicycle at the designated zones in the city and usage through their platforms/other media and

- incentivize users/ citizens to adopt right practices in terms of parking, riding, and bicycle handling.
- 2.2.xxxii The operator alone shall be responsible & liable for all acts, actions, omissions, negligence, mishaps of any nature in respect of the Bicycle share project. Maha Metro shall not be responsible or liable for any claim, damages, costs, liabilities related to, in connection with & arising out of negligence omissions, errors in handling, repairs, maintenance, break down or non-availability of spares thereof.
 - 2.2.xxxiii The Operator shall be sole responsible for all kinds of operational issues, including dealing with the accidents or any kind of human loss, if any. Maha Metro shall not be responsible for any such complaints or grievances from users/ people.
 - 2.2.xxxiv Damages due to negligent driving or accidents by rider on street shall be the liability of the rider itself. Any fines levied against rider by traffic police or any competent authority will be borne directly by the rider. Maha Metro has no liability for such infractions.
 - 2.2.xxxv Operator shall present prototype software and hardware for inspection by Maha- Metro to ensure that they meet the technical criteria.
 - 2.2.xxxvi Operator shall incorporate any suggestions/comments given by Maha-Metro on prototype software and hardware.
 - 2.2.xxxvii Operator shall deploy minimum _____ Bicycles to start the operation.
 - 2.2.xxxviii All the Bicycles may be deployed in phased manner. However, the initial deployment shall be within a period of 1 month.
 - 2.2.xxxix Additional deployment of Bicycles shall be notified to Maha-Metro.
 - 2.2.xl Operator will comply with any other terms and conditions of Maha-Metro not mentioned in this MoU, if they become relevant by Law/special circumstances or any other pressing requirements of operations etc.
 - 2.2.xli In order to achieve the aim of a Common Mobility Card/App for the operation of feeder services, following are details required from the operators:
 - a) Ride Availability Check API - To Check and Display Availability of vehicles, Travel Modes, Wait Time, Travel time, Fare etc.
 - b) Ride Booking API - To book the available ride selected by user from Nagpur Metro app
 - c) Ride Tracking API - To track users ongoing rides.
 - d) Ride Completion with Total Fare API - To get update on total fare after completion of ride.
 - 2.2.xlii The payment received through Common Mobility Card and/or Common Mobility App for the rides performed is required to be settled after specified period and after deduction of applicable charges/fees, the payment will be released to the operator/agency.
 - 2.2.xliii The cost of vehicle fleet and its operational and maintenance cost will be borne by the agency. Maha Metro will not incur any expenditure to

start these services.

- 2.2.xliv Operator shall provide Maha Metro the following information on a monthly basis
- a) No. of cycles operational
 - b) No. of trips recorded
 - c) No. of subscribers to the system
 - d) No. and location of cycles stolen or vandalized
 - e) Any other information that is required to plan for cycling infrastructure and ensure good quality services to the public.
 - f) Intimate Maha Metro about cessation of services and reasons thereof at least three months in advance.
 - g) Any accident or mishaps related to Bicycles.

3 TRIPARTITE AGREEMENT

- The parties to this MoU shall additionally sign a Tripartite Agreement/MoU with local Authority for extending scope of implementation of feeder services to serve commuters and the people of Nagpur in more efficient manner on agreed Terms & Conditions.

4 RESTRICTIONS

- i. Not to place any advertisement in the parking space provided by Maha Metro.
- ii. Not place upon the Bicycle any advertisement that is offensive to the public or depicts products such as tobacco and alcohol and which shall not protrude or extend from the body of the Bicycle.
- iii. Not to park Bicycle in area other than designated/identified parking spaces.

5 DURATION

This Memorandum of Understanding shall be in force for a period of **18 months** from its signing i.e. the period of this MoU and will be subject to extension/curtailment by Maha Metro.

6 EXTENSION OF MOU

This MoU can be extended with mutual consent beyond a duration of **18 months** with the permission of Maha Metro, depending on the performance of **Operator's Company Name**.

Any modification/ additions to the conditions and clauses in this MoU must be mutually agreed to and signed by both parties to this agreement.

7 TERMINATION

Either party may terminate this agreement with prior 3 month's written notice to the other party. Maha Metro can give a notice of termination to the other party on account of poor performance in providing agreed services or non-compliance in attending complaints pertaining to the services agreed to be complied by the other party. In case, if the termination notice is given by **Operator's Company Name**, he will be liable to provide the same services and abide with the same terms and conditions as agreed by them in this MoU during the said notice period.

MoU cannot be terminated until all the necessary dues pending against the operator have been cleared.

8 INDEMNITY

Operator's Company Name agrees to indemnify Maha Metro (including its officers, directors, agents, representatives, employees, shareholders and assignees) from and against all liabilities and claims, suits, demands, damages, litigations, expenses, judgements for injury or death to persons, damage to property, all other costs and liabilities arising from the operations under this MoU.

Operator's Company Name agrees to indemnify Maha Metro (including its officers, directors, agents, representatives, employees, shareholders and assignees) all legal and financial liabilities related to

- Approval and Permits (As it is responsibility of **Operator's Company Name**)
- Users' complaints and Grievances
- All claims by customers

9 DISPUTE RESOLUTION

In case of any dispute between the parties, the parties shall try to settle the same amicably. However, if the said dispute remains unsettled, then the same shall be referred to a sole Arbitrator nominated by the operator from the approved panel of Arbitrators maintained by Maha Metro, as per the terms and conditions stipulated in the Arbitration and Conciliation Act, 1996, as amended time to time. In case, operator fails to nominate the contractor within 30 days of receiving approved panel of Arbitrators, Maha Metro shall nominate one Arbitrator from the approved panel of Arbitrators. The place of Arbitration will be Nagpur, Maharashtra only.

10 JURISDICTION

This MoU shall be governed by and construed in accordance with the Laws of India. All disputes arising out of this MoU shall be settled within India at Nagpur, Maharashtra as per prevailing laws.

All the expenses incurred in connection with this MoU viz. stamp duty, drafting charges & incidental charges shall be borne by the operator alone.

11 ASSIGNMENT OF FEEDER SERVICE/ALLOTMENT OF STATION AREA TO THE OPERATOR/AGENCY.

- i) The verification of the operational as well as financial performance report of the services of agency in the city/cities (other than Nagpur also) till date will be considered for allotment of stations to start their services.
- ii) Verification of App-based operations (including API requirements as mentioned above), back-end office for App, infra support maintenance and support to use Common Mobility Card and Common Mobility App for the services by the operator/agencies, will also be the basis for allotment.
- iii) The area of operation will be allotted after acceptance of End User charges by agency/ Operator.
- iv) After execution of MoU, the deployment of fleet of vehicles in sufficient quantity shall only be commenced/started by Operator after receiving written go-ahead from Maha Metro.
- v) Augmentation of these services will be carried out in a phased manner, as decided by Maha Metro.
- vi) The launching dates will be given to the agency considering the date of operation of Metro service of different stations.

12 ALTERATIONS AND ADDITIONS

- i) Any alteration of the conditions and clauses in this MoU must be agreed to and signed by both parties to this agreement.
- ii) Not engage in any activities that shall be directed towards impacting the quality or other services of Maha Metro. Any attempt by the operator to sabotage / halt the operations of Maha Metro could lead to cancellation of the MOU for the Operator.

The parties sign this instrument in the presence of witnesses.

For MAHA METRO	For Operator's Company Name
Signature:	Signature:
Name:	Name:
Designation:	Designation:
Witness 1	Witness 1
Signature:	Signature:
Name:	Name:
Designation:	Designation:
Witness 2	Witness 2
Signature:	Signature:
Name:	Name:
Designation:	Designation:

Annexure A

Designated Parking Area of Bicycle Sharing System in Metro Stations in Nagpur

Sr. No	Name of Metro Station	Number of Bicycles*	Area (Sq.m)*
1	Khapri		
2	New Airport		
3	Airport South		
4	Airport		
5	Ujjwal Nagar		
6	Jai Prakash Nagar		
7	Chhatrapati Square		
8	Ajni Square		
9	Rahate Colony		
10	Congress Nagar		
11	Sitabuldi Interchange		
12	Zero Mile		
13	Kasturchand Park		
14	Gaddi Godam Square		
15	Kadvi Chowk		
16	Indora Chowk		
17	Nari Road		
18	Automotive Square		
19	Jhansi Rani Square		
20	Institute of Engineers		
21	Shankar Nagar		
22	LAD Square		
23	Dharampeth College		
24	Subhash Nagar		
25	Rachana Ring Road		
26	Vasudev Nagar		
27	Bansi Nagar		
28	Lokmanya Nagar		
29	Cotton Market		
30	Nagpur Railway Station		
31	Dosar Vaisya Square		
32	Agrasen Square		
33	Chitaroli Square		
34	Telephone Exchange		
35	Ambedkar Square		
36	Vaishno Devi Square		
37	Prajapati Nagar		

*No. of Bicycles and their area allotted for parking will be based on the availability of space, need of vehicles as per site conditions and local requirements, which may further vary depending upon overall needs.