

MoU for E-Rickshaw/E-Auto 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 Deekshabhoomi, 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 E-Rickshaw/E-Auto sharing system to access metro stations.
- C. **Operator’s Company Name** 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 E-Rickshaw/E-Auto sharing system in the city of Nagpur at all the operational Metro Stations.
- 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 E-Rickshaw/E-Auto sharing system to access Metro Stations in Nagpur and ensure availability E-Rickshaw/E-Autos at all times to provide low cost, environment friendly options to citizens. It's a flexible option to access the Metro stations 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 E-Rickshaw/E-Autos at locations within the area of operations for the shared use of E-Rickshaw/E-Autos 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 E-Rickshaw/E-Auto share project & shall not be liable to third party relating to said project.
- 2.1.vi Maha-Metro shall have right to review and inspect all the software and hardware provided by Operator.
- 2.1.vii Maha Metro may provide the space for installation of battery swapping stations at locations finalized by Maha Metro. The cost of such installation of battery swapping stations will be borne by the operator.
- 2.1.viii Maha Metro shall decide the fare based on mutual discussion with Operator.
- 2.1.ix Increase/decrease of space for battery swapping machines at permitted Metro Stations 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 E-Rickshaw/E-Auto sharing at all the operational Metro Stations 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 E-Rickshaws used are of the right quality and in compliance with the standards; and there is periodic maintenance carried out to ensure safety and experience of the passengers.
- 2.2.iv Operator must educate drivers about the applicable state and city laws for driving and using the E-Rickshaws. Operator should check license of the driver to use E-Rickshaw.
- 2.2.v In the event of Operator committing any default of not checking license of the driver and any injury sustained to the passenger, Maha Metro shall have the right to debar the operator from this MOU. The operator shall not be entitled to raise any objection in such an eventuality.
- 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 E-Rickshaws/E-Autos 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 In case Maha Metro provides space for battery swapping stations at Metro Stations, the Operator has to pay electricity charges timely, as advised by Maha Metro and a deposit amount (equivalent to Three (3) months' charges) will have to be paid as Security Deposit in advance. The Security Deposit may be refunded on completion of MoU period when no other dues are pending against the operator.
- 2.2.xi Cost of parking at places other than Metro stations shall be borne by Operator.

- 2.2.xii Operator shall develop integrated website showing all the relevant information.
- 2.2.xiii Fare fixation and revision would be discussed mutually and agreed upon by Operator and Maha Metro.
- 2.2.xiv 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.xv Service Provider shall develop an Integrated Website for E-Rickshaw/E-Auto 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.xvi The operator shall put in place a system for tracking the EVs, so that they run only as a feeder to Metro. He will also build in punitive measures to discourage any usage other than as feeder service.
- 2.2.xvii Operator App/ website and Maha Metro website and app shall show parking spaces, emergency button, number of E-Rickshaw/E-Autos available and other necessary information. Operator shall assist Maha Metro in updating exact information on its website.
- 2.2.xviii The operator must ensure that the app must have the facility of sending Alerting information to operator regarding accidents or alarm situations.
- 2.2.xix The application/app will have provision to ascertain the speed of the E-Rickshaw based on the GPS details received and display the same to the operator.
- 2.2.xx 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.xxii It will be the discretion of Maha Metro to allow parking spaces at Stations (if required), depending on availability and need, may be chargeable, depending upon the location/Station. Operator shall keep all the data accessible to Maha-Metro on real time basis. The electric load of each E-Rickshaw/E-Auto will be shared by the Operator with Maha Metro right at the beginning of operations.
- 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 E-Rickshaw/E-Auto sharing program.

- 2.2.xxiii Provide technical and operational information to Maha-Metro for better services.
- 2.2.xxiv Operator will inform all the important business decisions taken by them to Maha-Metro before implementing if they impact the customer.
- 2.2.xxv Comply with all the required Government Regulations to operate the pilot project.
- 2.2.xxvi The operator alone shall be liable & responsible to make regular payments of salaries, wages & employment benefits to its staff.
- 2.2.xxvii The operator shall not claim any right, title & interest in the premises designated by Maha Metro.
- 2.2.xxviii 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.xxix Operator shall actively promote disciplined E-Rickshaw parking and usage through their platforms/other media and incentivize drivers to adopt right practices in terms of parking, driving, and E-Rickshaw handling.
- 2.2.xxx The operator alone shall be responsible & liable for all acts, actions, omissions, negligence, mishaps of any nature in respect of the E-Rickshaw/E-Auto 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 E-Rickshaw/E-Auto spares thereof.
- 2.2.xxxi The Operator shall be sole responsible for all kinds of operational issues, including dealing with the accidents, explosion of battery or any kind of human loss, if any. Maha Metro shall not be responsible for any such complaints or grievances from passengers/ people.
- 2.2.xxxii Damages due to negligent driving or accidents by driver on street shall be the liability of the driver itself. Any fines levied against driver by traffic police or any competent authority will be borne directly by the driver. Maha Metro has no liability for such infractions.
- 2.2.xxxiii Operator shall present prototype software and hardware for inspection by Maha- Metro to ensure that they meet the technical criteria.
- 2.2.xxxiv Operator shall incorporate any suggestions/comments given by Maha-Metro on prototype software and hardware.
- 2.2.xxxv Operator shall deploy minimum _____ E-Rickshaw/E-Autos to start the operation.
- 2.2.xxxvi All the E-Rickshaw/E-Autos may be deployed in phased manner. However, the initial deployment shall be within a period of 1 month.

- 2.2.xxxvii Additional deployment of E-Rickshaw/E-Autos shall be notified to Maha-Metro.
- 2.2.xxxviii 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.xxxix Operator is required to implement the App-Based system for availability and booking of E-Rickshaw/E-Auto at its own cost.
- 2.2.xl 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.xli 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.xlii 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.xliii Operator shall provide Maha Metro the following information on a monthly basis
- a) No. of E-Rickshaws operational
 - b) No. of trips recorded
 - c) No. of subscribers to the system
 - d) Any other information that is required to ensure good quality services to the public.
 - e) Intimate Maha Metro about cessation of services and reasons thereof at least three months in advance.
 - f) Any accident or mishaps related to E-Rickshaws.

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 E-Rickshaw/E-Auto 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 E-Rickshaw/E-Auto.
- iii. Not to park E-Rickshaw/E-Auto 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 customer.

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 PENALTIES

To monitor smooth operations, penalty for deficiency in services shall be imposed & recovered from the Operator. Details of deficiencies and respective penalties are proposed as under –

S. No	Offence	Penalty (with or without warning)
1	Poor dress code	Up to Rs. 200
2	Using Mobile phone or listening music on Mobile/ Other devices on duty	
3	Improper cleanliness at / near deputed place	
4	Misbehavior and Poor Customer Support	Up to Rs. 500
5	Breach of Instructions	
6	Overcharging of fare (proved cases)	Rs. 1000
7	Drink and Drive	Rs. 1000
8	Violation of Terms & Conditions of Contract	To be decided by Competent
9	Vehicles not parked in orderly manner	

10	Parking of unauthorized vehicles / used for other purposes	Authority
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The above-mentioned penalty shall be imposed on Operator and nowhere may it be constituted that it has been imposed on individual Personnel.

Any liabilities arising out of any litigation (including those in consumer courts) due to any act of Operator's personnel shall be directly borne by Operator including all expenses/fines. The concerned Operator's personnel shall attend the court as & when required.

12 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 such as E-Rickshaw/E-Auto 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.

13 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: