

Memorandum of Understanding

Between

Pune Municipal Corporation, A body Constituted under the provision of Maharashtra Municipal Corporation Act 1949 having its office at
Pune Municipal Corporation,
Shivajinagar, Pune 411005

(the CORPORATION)

Party of the one part

And

.....

(company . . .)

At address

(the OPERATOR)

Party of the other part

Whereas the CORPORATION is committed to increasing the mode share of cycling in the city, in accordance with the objectives set in the Pune Bicycle Plan 2017 and

Whereas the OPERATOR is in response to the appeal from PMC desirous to operate a fully automated dockless PBS (Public Bicycle Sharing) system in the city of Pune of specifications given in **Annexure A**

The General Body by its resolution No. 693 dated 14-12-2017 has approved the PBS system policy and allowed the PMC Commissioner to enter into agreement with the interested party/s

Therefore, the above stated parties enter into an agreement on the _____ day of _____ in the year _____ as follows:

CLAUSE 1: RESPONSIBILITIES

1.1 The CORPORATION shall,

1. Designate publicly accessible spaces designated for parking of cycles at locations within the area of operations of the OPERATOR for the shared use of cycles in the city, either privately owned or operated by any PBS system operator in the city
2. Install frames/poles for display of information about the PBS system at selected locations as required; in accordance with the hoarding policy of PMC.
3. Assist the OPERATOR in dealing with incidences of theft and vandalism, including coordination with the Police and other relevant authorities but the CORPORATION shall not be liable for any theft or vandalism of OPERATOR assets
4. Promote the services of the OPERATOR on various platforms and encourage residents to cycle and avail of services, including mention/link to OPERATOR services from the PMC website, Facebook page and other social media

5. Provide information to residents about the services offered by the OPERATOR at its various offices
6. Conduct meetings with the OPERATOR and public authorities on a regular basis to help mitigate any issues or problems faced by the OPERATOR or to explore the feasibility of providing access to spaces, in order to provide good quality service to Pune residents
7. Facilitate, if feasible, integration of payment for services provided by the OPERATOR with other Public Transit modes such as the city bus service (PMPML), Pune Metro Rail, etc.
8. Ensure that cycles belonging to the OPERATOR are not unduly confiscated and assist the OPERATOR to ensure cycles are removed or relocated from any location that cause inconvenience to commuters by informing the OPERATOR
9. Remove and place cycles that cause continued inconvenience or block other commuters at an agreed upon location for such charges as are agreed upon mutually
10. Not levy any fees or charges for public spaces used for cycles of the OPERATOR when in service
11. Bring in periodic policy provisions to support the operations of Public bicycle sharing
12. Provide a nodal officer for communication and coordination with the OPERATOR
13. Periodically or upon request, update the OPERATOR regarding the cycle infrastructure planned to be executed in the city
14. Take under advisement any suggestions from the OPERATOR regarding the cycling infrastructure and use information provided by the OPERATOR to plan and expand the cycling infrastructure in the city.
15. Corporation shall not be liable for any direct, indirect consequential damages or loss in respect of the PBS project & shall not be liable to third party relating to said project.
16. The operator alone shall be liable & responsible to make regularly payments of salaries, wages & employment benefits to its staff.

1.2 The OPERATOR shall,

1. Setup, run and manage a fully automated, smart bicycle enabled bicycle sharing system in the city
2. Provide to the CORPORATION contact information and a primary contact person for communication and coordination
3. Provide to the CORPORATION 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
4. Bear all costs associated with respect to procurement, deployment, maintenance, Technology, operations, manpower resources to run and manage the dockless bicycle sharing programme.
5. Have its own robust Grievance Redress system and shall also resolve any grievances about its services that are received by the CORPORATION and which are communicated to the OPERATOR, and shall thereafter intimate the CORPORATION about their resolution
6. Attend any coordination meeting arranged in a mutually convenient manner to resolve any issues

7. Provide information about planned expansion (or retraction) of services and changes in rental rates
8. Intimate the CORPORATION about cessation of services and reasons thereof at least 3 months in advance
9. Ensure to remove or relocate any cycles that are placed by customers in such locations that cause inconvenience or obstruction to other commuters as soon as intimated by the CORPORATION
10. Agree to not place upon the cycles 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 cycle
11. Encourage users to drop off cycles at the designated bicycle zones in the city
12. Educate users of their system about traffic rules, safe cycling habits and proper etiquette about use and parking of cycles
13. Place information about how to use the system at designated bicycle zones, in English and Marathi, in such manner as shall be communicated by the CORPORATION
14. Be allowed to place temporarily information about their system at locations, until such time as the CORPORATION does not provide the structure for display of information
15. Undertake marketing and digital advertising activities to promote usage and adoption of Bicycle sharing in the city.
16. Ensure efficient City operations and provide adequate customer support to riders for efficient operations
17. Not engage in any activities that shall be directed towards impacting the quality or provision of service of other operators. Any attempt by the operator to sabotage / halt the operations of other operators could lead to cancellation of the MOU for the OPERATOR.
18. Ensure that the bicycles deployed adhere to certain standards of safety and comfort. Further the OPERATOR shall ensure that the damaged / non-functioning bicycles are removed from the operations there is periodic maintenance undertaken of the bicycles / parts replaced for improved rider experience and safety.
19. The operator shall not claim any right, title & interest in the premises designated by Corporation.
20. The operator shall obtain & shall keep valid all approvals & permissions in relation to & arising out of executing & running the PBS project.
21. The operator alone shall be responsible & liable for all acts, actions, omissions, negligence, mishaps of any nature in respect of the PBS project.
22. Corporation 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 Bicycles/ spares thereof.

CLAUSE2: DURATION

This Memorandum of Understanding shall be in force for a period of 5 years from its signing i.e. the period of this MoU is from .../.../ 2017 to/..../2022.

CLAUSE 3: ALTERATIONS AND ADDITIONS

Any alteration of the conditions and clauses in this MoU must be agreed to and signed by both parties to this agreement

CLAUSE 4: RESCISSION

This MoU can be cancelled by the OPERATOR with a 90-day notice which shall include the reasons for cancellation.

The CORPORATION can cancel the MoU by intimating the OPERATOR 6 months in advance due to either a change in policy adopted by the CORPORATION, due to non-adherence by the OPERATOR to the terms of this MoU or due to poor quality of services. In the case of the latter, the CORPORATION shall have intimated, by serving a notice to the OPERATOR, at least 3 months prior, its intention to cancel the MoU for reasons stated and giving a time-period for the OPERATOR to resolve issues.

CLAUSE 5: DISPUTE RESOLUTION

Any dispute between the parties shall be settled amicably. In case of dispute, the decision of Municipal Commissioner shall be final & binding on the parties hereto.

CLAUSE 6: JURISDICTION

All disputes arising out of this MoU shall be settled within India at Pune, Maharashtra as per prevailing laws.

All the expenses incurred relation with this MoU viz. stamp duty, masuda fee & incidental charges shall be borne by the operator alone.

On behalf of:

On behalf of:

The Pune Municipal Corporation

The XYZ Corporation Pvt Ltd

By

By

Name:

Name:

Title:

Title:

Sign:

Sign:

Date:

Date:

**IN WITNESS WHEREOF THE UNDER SIGNED DULY AUTHORISED THERETO, HAVE SIGNED THIS MoU ON
THIS ----- DAY OF ----- 2017**

The common seal of PMC has been affixed before us.

1)

2)

The members of Standing Committee Pune Municipal Corporation.

ANNEXURE A

Information about **Public Bicycle Sharing system**:

1. Name of Service:
2. Office address in Pune:
3. Contact Name, designation and contact information:
4. Website:
5. Subscriber model:
6. Copy of User Agreement:
7. Description of cycle design:
8. Proposed service in the city

Time Period	No. of Cycles	Area of Operation	No. of Vehicles used for relocation
At Launch			
End of Year 1			
End of Year 2			
End of Year 3			

Note: This information shall be confidential.