

MoU for Mobile Application to integrate Multiple Modes of Transportation like Metro, NMC City Bus, E-Rickshaw, E- Auto, LPG Rickshaw/Auto, CNG Rickshaw/Auto, regular Autorickshaws, E-Scooter, E-Bicycle, Bicycle etc. for app-based operation for Nagpur Metro

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, VIP Road, near Deekshabhoomi, Nagpur (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

Name of Company/Agency and Address 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 **Name of Company/Agency** 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 Auto Rickshaw and E-Rickshaw Based Feeder system to access Metro stations.
- C. **Name of Company/Agency** agreed to operate Pilot project (Wherever and Whenever Maha-Metro launches its services in Nagpur) to cover first and last mile connectivity through Mobile application to integrate Multiple Modes of Transportation like Metro, NMC City Bus, E-Rickshaw, E- Auto, LPG Rickshaw/Auto, CNG Rickshaw/Auto, regular Autorickshaws, E-Scooter, E-Bicycle, Bicycle etc for app based operation for Nagpur Metro 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 **Company name** to provide Mobile Application for Last Mile Connectivity to integrate Multiple Modes of Transportation like Metro, NMC City Bus, E-Rickshaw, E- Auto, LPG Rickshaw/Auto, CNG Rickshaw/Auto, regular Autorickshaws, E-Scooter, E-Bicycle, Bicycle etc to achieve Multi Modal Integration for Maharashtra Metro Rail Corporation Limited, Nagpur.

The selected Agency shall operate and maintain the said app within 7 days from the day of signing MoU including, but not limited to the following activities:

The indicative requirement i.e. scope of work includes the following functionalities:

A) The indicative and not exhaustive functionalities of System proposed are as below:

i) User Registration System:

The System may have functionality to allow registration of Commuter/user of Nagpur Metro by email, mobile number and allows to linkup the Metro Card if available at the time of Registration with the User/Commuter.

The System may also allow to buy the Metro Card and accordingly complete the KYC inside the System.

ii) User Login/Logout System:

The System may have functionality to allow Login via email, Login via OTP or new method as available in future and it should be updated time to time.

iii) Forgot Password System:

The Commuter/user of a system can reset password through email / Mobile number.

iv) eCommerce System:

The system may have functionality to buy the Metro Card and get it delivered at Physical address or Pickup at Any Metro Stations / Points.

v) Card Management System:

The system may have functionality to recharge the Metro Card online through any Payment Gateway/e-wallets/Credit Card/Debit Cards etc.

The system may also allow to link/deactivate card in case card is lost and purchased new card.

The System may allow to link multiple cards in one account.

The system may also show the History of Card Usage / Show Available Balance.

The System may also allow the Commuters/users to buy QR Tickets by paying through Card/Payment Gateways/eWallets.

vi) Payment Gateway System:

The system may have functionality to integrate Multiple Payment Gateways / Multiple e-Wallets inside the system to allow the Commuters/Users to top up the cards. It may also support one click deactivation of any integrated Payment Gateways / eWallets / Banks.

vii) Journey planning & Booking management System:

a) The app may have functionality to integrate Multiple Modes of Transportation like Metro, NMC City Bus, E-Rickshaw, E- Auto, LPG Rickshaw/Auto, CNG Rickshaw/Auto, regular Autorickshaws, E-Scooter, E-Bicycle, Bicycle etc inside the System and show the show the cheapest cost of travel from origin to destination considering first and last mile connectivity. It shall also show option for walking if destination is within walkable distance. Cost of the travel will also be shown as per the selected mode of travel by the commuter/user of this app (Metro, NMC City Bus, E-Rickshaw, E- Auto, LPG Rickshaw/Auto, CNG Rickshaw/Auto, regular Autorickshaws, E-Scooter, E-Bicycle, Bicycle etc). This app may also allow planning and booking of user's journey through the app. The app may Plan the routes only via Metro routes and accordingly booking will also follow the same.

b) The app may have functionality to Search/Find the Metro Routes/Metro Stations and Buy the QR Tickets to Travel the Searched routes.

c) The app may have functionality to integrate the API of NMC City Bus, E-Rickshaw, E-Auto, LPG Rickshaw/Auto, CNG Rickshaw/Auto, regular Autorickshaws, E-Scooter, E-Bicycle, Bicycle, Cab etc aggregators who provides the Public Transportation Services for Multiple modes of Transportation.

d) The app may have functionality to search Routes from First mile to Metro and from Metro to Last Mile using all Modes of Transportation such as NMC City Bus, E-Rickshaw, E- Auto, LPG Rickshaw/Auto, CNG Rickshaw/Auto, regular Autorickshaws, E-Scooter, E-Bicycle, Bicycle, Cab etc.

e) The app may have functionality to allow booking of Selected Searched routes (First Mile to Last Mile) that also includes all Third Party Service providers available and will be available in near future.

f) The app may have functionality to allow booking and also manage the Transactions of Each Service provider such as NMC City Bus, E-Rickshaw, E- Auto, LPG Rickshaw/Auto, CNG Rickshaw/Auto, regular Autorickshaws, E-Scooter, E-Bicycle, Bicycle, Cab etc.

viii) Accounting & Reporting management System:

a) The app may have functionality to maintain Accounting of each commuter/user and also service providers for all/multiple modes. The reporting of this account of each commuter/user and each Third-Party Service Provider for all/ multiple modes should automatically be done every day, every week, every month, every year or upto its operation or fixed period etc.

b) The app may have functionality to maintain the Accounting and Reporting of Each Third-party Vendor for the Settlement of the Amount collected while Booking for each commuter/user.

c) The Accounting system shall be designed in such a manner that

- No Liability of Taxes on MAHA METRO for Payment received with this App for Booking of 3rd Party Service Providers (other than METRO).

- Any payment collected will be remitted as per Government Norms directly to the respective Service Providers. The MAHA Metro should not be responsible for Liability for this 3rd Party Payment received.

ix) Complaint management system:

The app may have Complaint Management System for managing several tasks that may arise during the use of this application i.e.

- a) Application Related Complaints: The Commuters / user may report the problems time to time so the app may allow the commuters/users to report the bugs / problems while using the system.
- b) Services related complaints
- c) Administration related complaints

x) Feeder Management system:

The App may also have functionality to onboard Feeder Services made available by MoUs.

xi) Commuter Behavior analysis System

xii) City & Metro information System

xiii) Green Mobility Feature

xiv) The above Functionalities are considered and to be implemented in following Types of Application:

- 1) Centralised Backend system – it will consist of all the features as mentioned in the all the above points. Commuters will not have access to it. The Backend system will be accessible to Maha Metro, Third Party Service Provider or any other Department/officials as per direction of Maha Metro on time to time basis and also during operation and maintenance period of this Green Journey Planning App.
- 2) Android APP – This app will be used by commuters so all the features mentioned above points (No. 1 to 13) which are related to the commuters must be available inside the Green Journey Planning App and/or as per direction of Maha Metro on time to time basis and also during operation and maintenance period of this Green Journey Planning App.
- 3) iOS App - This app will be used by commuters so all the features mentioned above points (No. 1 to 13) which are related to the commuters must be available inside the Green Journey Planning App and/or as per direction of Maha Metro on time to time basis and also during operation and maintenance period of this Green Journey Planning App

xv) Training for technical team of service provider

Training is necessary to implement this Mobile app .

- 1) 3rd Party Service Provider i.e. AutoRickshaw , E-Rickshaw ,Cab Vehicle Owners
- 2) Metro Officials
- 3) Metro Station staff

B) Maha Metro’s company Materials. “Maha Metro’s company Materials” means any equipment or other tangible materials, software, documentation, methodologies, know how, processes, techniques, ideas, concepts, technologies, data and/or any other information that are provided by Maha Metro to any Company in connection with any Schedule.

If Maha Metro provides to any Company’s Materials in connection with any Schedule, then Maha Metro hereby grants Company a non-exclusive, personal, non-transferable, non-assignable license to (during the term of such Schedule and subject to any additional terms and conditions in any license or other MoU provided by Maha Metro with such Company Materials) internally use, modify and create derivative works of such Company Materials for the sole purpose of, and solely to the extent strictly necessary for, performing the Work under such Schedule. Any modifications, enhancements, and/or derivative works Moblie

Application provider makes of Company Materials will constitute Work assigned to Company under this MoU. Maha Metro retains all right, title and interest in the Company Materials. The Maha Metro Company Materials constitute Company's Confidential Information and are subject to restrictions appended below. Company assumes the risk of loss, damage, unauthorized access and/or use, theft and/or disappearance of Company Materials in Company's care, custody or control. Company will not remove, alter or obscure any markings identifying Company Materials as Company property or proprietary or confidential to Company.

- i. At all times during and after the term of this MoU, Company will hold in strictest confidence, and will not use or disclose to any third party, any Company Confidential Information. The term "Company Confidential Information" means all non-public information that Company designates as being confidential or which under the circumstances of disclosure ought to be treated as confidential. "Company Confidential Information" includes, without limitation, Company Materials, the Work, the existence of this MoU and/or any Schedules, terms and conditions of this MoU and/or any Schedules, information relating to released or unreleased Company software or hardware products, marketing or promotion of any Company product, business policies or practices of Company, customers or suppliers of Company, "Personal Information", or information received from others that Company is obligated to treat as confidential. If Company has any questions as to what constitutes Company Confidential Information, Mobile Application provider will consult with Maha Metro. "Company Confidential Information" does not include information that, through no fault or breach of Mobile Application provider or any third party: (a) was known to Company/Agency prior to Company's disclosure to Company/Agency; or (b) becomes publicly available.
- ii. In absence of Maha Metro's written authorization, which shall only apply to each specific instance or request by Company/Agency, Company/Agency will not issue press releases or publicity in any form that relates to this MoU. Company/Agency will not use the Maha Metro's name or any Maha Metro's trademarks in any brochures, advertisements, websites or other marketing materials, except as may be expressly permitted in the applicable Schedule or other Company/Agency MoU, and then only if such use complies with guidelines designated by Company/Agency from time to time, and only if such use has been reviewed and approved in advance by Company/Agency as to its compliance with the applicable Schedule or MoU and with Company/Agency guidelines. Provided that Company/Agency requests and obtains Company/Agency's prior written consent, Company/Agency may use the Company/Agency's name in client presentations or in written response to requests for client lists as part of requests for proposals or requests for information.

C. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP OF WORK.

The Work (including, without limitation, any works of authorship, documents, records, notes, inventions (whether or not reduced to practice), methods, materials, ideas, designs, models, concepts, techniques, discoveries, and improvements created, conceived or reduced to practice by Mobile Application provider in connection with Work or by use of or exposure to Company Confidential Information) has been specially ordered and commissioned by Maha Metro, may be incorporated in existing Company works as a compilation or collective work, and constitutes work made for hire for Maha Metro under applicable copyright law to the extent it qualifies as such. Mobile Application provider agrees that Maha Metro will own all Intellectual Property Rights in the Work and that the Work is a "work made for hire" for copyright purposes

D.COMPANY/AGENCY REPRESENTATION AND WARRANTIES

Company/Agency represents and warrants that:

(a) Company/Agency has full and exclusive right and power to enter into and perform according to the terms of this MoU;

(b) The Work as delivered to Maha Metro does not infringe or misappropriate any copyright, patent, trade secret, trademark, or other proprietary right held by any third party and is free of any lien, claim, security interest or encumbrance;

(c) The Work will meet the specifications described in the applicable Schedule, will be complete and accurate, and will comply with all applicable laws and regulations;

(d) Company/Agency will have all necessary rights to the Work to transfer ownership to Maha Metro. Work created by Company/Agency's employees will be created within the scope of their employment and pursuant to written obligation to assign to Company/Agency all right, title and interest in the Work, including without limitation the rights enumerated and assigned to Maha Metro.

(e) Company/Agency will not incorporate into the Work any product, software, or other materials for which the intellectual property rights are not owned solely by Company/Agency without the express written permission of Maha Metro;

(f) The Work will be performed in a professional manner and will be of a high grade, nature, and quality;

(g) Company/Agency will dedicate appropriate facilities, skilled employees, and resources to complete Work.

(h) Company/Agency Materials will be used for the sole purpose of performing the Work under the Schedule for which Maha Metro provides the Company/Agency Materials to Company/Agency. Company/Agency Materials will not be disclosed to or used for the benefit of any third party.

(j) Data collected during Contract and operation & maintenance period shall be sole property of Maha Metro and cannot be used by the Company/Agency.

2. ROLES & RESPONSIBILITIES

2.1. ROLES & RESPONSIBILITIES OF MAHA METRO

- Maha-Metro may provide assistance to identify publicly accessible spaces designated for Pickup and Drop off bays at locations specified at every Metro Stations so as to use the Metro, NMC City Bus, E-Rickshaw, E- Auto, LPG Rickshaw/Auto, CNG Rickshaw/Auto, regular Autorickshaws, E-Scooter, E-Bicycle, Bicycle etc for Last Mile Connectivity.
- Maha-Metro may provide schedule of Metro operation for better service.
- Maha- Metro may provide information to residents about the services offered by the Operator at its various offices.

2.2 ROLES & RESPONSIBILITIES OF Name of Company/Agency

- Carry out operation of developed Mobile Application to integrate Multiple Modes of Transportation like Metro, NMC City Bus, E-Rickshaw, E- Auto, LPG Rickshaw/Auto, CNG Rickshaw/Auto, regular Autorickshaws, E-Scooter, E-Bicycle, Bicycle etc for app based operation for Nagpur Metro for providing first and last mile connectivity through integrating 3rd Party with Metro such as NMC City Bus, E-Rickshaw, E- Auto, LPG Rickshaw/Auto, CNG Rickshaw/Auto, regular Autorickshaws, E-Scooter, E-Bicycle, Bicycle etc initially at locations (as per Annex-A) provided by Maha Metro as a pilot. Then subsequently operational Metro stations in

Nagpur to be added automatically.

- **Name of Company/Agency** shall carry out testing of all the components of system for 1 week before commencement of operation of developed mobile application. During Testing phase, system will not be open to general public but to Maha-Metro Staff.
- Fare Rate to be considered in mobile application for calculation of fare through all modes should be as per Government Rate only. In absence of Government rate, fare to be decided in consultation with Maha Metro and approval of Maha Metro is necessary before its incorporation in the app i.e. before go live. Any Modifications needs Prior Approval of Maha Metro.
- **Name of Company/Agency** will provide details of Customer care, Grievance redress mechanism, Emergency response system and if possible details of emergency button in all Registered vehicles.
- **Name of Company/Agency** shall bear all costs and expenses associated with respect to procurement, development, operation, maintenance, Technology, manpower resources, insurance etc. to run and manage the Mobile Application. Maha Metro will not bear Any Cost related to procurement, development, operations and Maintenance of Mobile Application.
- **Name of Company/Agency** shall submit all reports related to booking whose origin and destination is any Metro station in Nagpur, on Daily Basis , Weekly Basis , fortnightly and Monthly basis as per requirement from Maha Metro.
- **Name of Company/Agency** will inform all the important business decisions taken by them to Maha-Metro before implementing if they impact the customer.
- Comply all the required Government Regulations to operate the pilot project.
- **Name of Company/Agency** alone shall be liable & responsible to make regular payments of salaries, wages & employment benefits to its staff.
- **Name of Company/Agency** shall not claim any right, title & interest in the premises designated by Maha Metro.
- **Name of Company/Agency** shall obtain & shall keep all valid approvals & permissions in relation to & arising out of execution & running of the pilot project.
- **Name of Company/Agency** alone shall be responsible & liable for all acts, actions, omissions, negligence, mishaps of any nature in respect of Mobile Application for operation of the Existing Multiple Modes of Transportation like NMC City Bus, E-Rickshaw, E- Auto, LPG Rickshaw/Auto, CNG Rickshaw/Auto, regular Autorickshaws, E-Scooter, E-Bicycle, Bicycle etc as a feeder to Metro. 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 Vehicles thereof.
- **Name of Company/Agency** shall demonstrate mobile application for inspection by Maha- Metro to ensure that the Mobile App works as per requirement of Maha-Metro and Citizens of Nagpur.
- **Name of Company/Agency** shall incorporate any suggestions/comments given by Maha-Metro for the better utilization by Citizens of Nagpur.
- **Name of Company/Agency** will comply with any other terms and conditions of Maha-Metro not mentioned in this MoU.
- **Name of Company/Agency** is required to implement the App-Based system for availability and booking of Multiple Modes of Transportation like Metro, NMC City Bus, E-Rickshaw, E- Auto, LPG Rickshaw/Auto, CNG Rickshaw/Auto, regular Autorickshaws, E-Scooter, E-Bicycle, Bicycle etc at its own cost.
- If required in future by Maha Metro, the mobile application needs to be modified by **Name of Company/Agency**, so 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.

3 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 which will be subject to extension/curtailment by Maha Metro.

4 EXTENSION OF MOU

This MoU can be mutually extended beyond a duration of **18 months** with the permission of Maha Metro, based on the performance of **Name of Company/Agency**

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

5 TERMINATION

Either party may terminate this MOU 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 **Name of Company/Agency**, 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.

6 INDEMNITY

Name of Company/Agency 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.

Name of Company/Agency 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 **Name of Company/Agency**)
- Users' complaints and Grievances
- All claims by customers

7 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 appointed by Maha Metro from the approved panel of Arbitrators maintained by Maha Metro as per the terms and conditions stipulated in the Arbitration and Conciliation Act, 1996. The place of arbitration will be Nagpur, Maharashtra only.

8 JURISDICTION

This MoU shall be governed 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 Name of Company/Agency alone.

The parties sign this instrument in the presence of witnesses.

For Maha Metro	For <i>Name of Company/Agency</i>
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

Pickup and Drop off Bay are currently Developed in this Operational Metro Stations in Nagpur

Sr. No	Name of Station
1	Khapri Metro Station
2	New Airport Metro Station
3	Airport South Metro Station
4	Airport Metro Station
5	Ujjwal Nagar Metro Station
6	Jai Prakash Nagar Metro Station
7	Chhatrapati Square Metro Station
8	Ajni Square Metro Station
9	Rahate Colony Metro Station
10	Congress Nagar Metro Station
11	Sitabuldi Metro Station
12	Zero Mile Metro Station
13	Kasturchand Park Metro Station
14	Jhansi Rani Square Metro Station
15	Institute of Engineers Metro Station
16	Shankar Nagar Metro Station
17	LAD Square Metro Station
18	Dharampeth College Metro Station
19	Subhash Nagar Metro Station
20	Rachana Ring Road Metro Station
21	Vasudev Nagar Metro Station
22	Bansi Nagar Metro Station
23	Lokmanya Nagar Metro Station