

Draft Memorandum of Understanding (MoU) to be signed between National Capital Region Transport Corporation Limited and the Selected Service Provider

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

NATIONAL CAPITAL REGION TRANSPORT CORPORATION LIMITED

AND

(SELECTED SERVICE PROVIDER)

This Memorandum of Understanding (MOU) is made and executed at Delhi on this day..... of 2022 between:

BETWEEN

National Capital Region Transport Corporation Limited, having its offices at Gatishakti Bhawan, INA, New Delhi – 110023 (hereinafter referred to as the “NCRTC” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of the One Part.

AND

2. [_____], represented by _____ with its registered office at [_____], India (hereinafter referred to as the “Service provider”, which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of the Other Part.

NCRTC and the Service provider shall be collectively referred to as “Parties” and individually as a “Party”.

WHEREAS:

- A. NCRTC has decided to undertake Feeder Services through <Name of Service Provider> at the Sahibabad, Ghaziabad, Guldhar, Duhai and Duhai Depot stations of Delhi-Ghaziabad-Meerut Regional Rapid Transit System in accordance with the terms and conditions to be set forth in this MoU.
- B. NCRTC had prescribed the technical and commercial terms and conditions and invited applications (through the “Expression of Interest” or the “EOI”), for selection of applicant(s) for providing feeder Connectivity Services at the Station(s) and accordingly invited applications from interested Applicants vide Expression of Interest dated 01.09. 2022
- C. After evaluation of the applications received in accordance with the provisions of the EOI, NCRTC Selected (Service Provider) and issued its letter of award no. [●] dated (Hereinafter called the “Letter of Award” or “LOA”) to (Service Provider), inter-alia, requiring it to execute this MoU within [15 (fifteen) days] of the date of issue thereof.
- D. The NCRTC has agreed to the request of the (Service Provider) to enter into this MoU for providing ----- Services at ----- Station(s), subject to and on the terms and conditions set forth hereinafter.

Now, therefore, in consideration of the mutual promises and covenants set forth, the Parties do hereby agree as follows:

1 GENERAL TERMS OF MOU

1.1 Definitions

- a) **“Applicant”** shall mean interested parties who apply in accordance with the provisions of this EOI.
- b) **“Feeder Services”** shall mean providing under various category as defined in Table 1: (Modes of Feeder Services) of the EOI dated 01.09. 2022 services through < Name of Service Provider > at Station(s) of the Delhi-Ghaziabad-Meerut Regional Rapid Transit System which have been awarded to Service Provider through the Selection Process.
- c) **“RRTS”** shall mean Regional Rapid Transit System.
- d) **“Service Provider”** shall mean Applicant who gets selected in accordance with the provisions of this EOI for providing feeder service(s) at RRTS Station(s) and has unconditionally accepted the LOA.
- e) **“Stations”** shall mean the stations of the Delhi-Ghaziabad-Meerut Regional Rapid Transit System (RRTS) where NCRTC has decided to undertake Feeder services through < Name of the Service Provider >

2 OBJECTIVE

The objective of this MoU is to enable Service Provider to access <Name of station(s) awarded to Service Provider> RRTS Station and ensure availability <Name of Service Provider> to provide, reliable and environment friendly feeder services to citizens.

3 DURATION

This Memorandum of Understanding shall be in force for a period of 24 months from its signing subject to extension/curtailment by the NCRTC. NCRTC may extend the MoU period, on mutually agreed terms, if the performance of the Service Provider is found satisfactory.

4 RESPONSIBILITY OF NCRTC

4.1 NCRTC shall,

- i. help Service Provider, on a best effort basis, for obtaining clearances from concerned authorities.
- ii. provide assistance to Service Provider, on a best effort basis, for identification of publicly accessible spaces designated for the pick-up and drop off the passengers with in the < > RRTS Station area and/or at nearby < > RRTS Station for providing feeder services to < name of service provider >.
- iii. provide schedule of RRTS operation to the Selected Service Provider for better service.
- iv. provide assistance to Selected Service Provider, on a best effort basis, in dealing with incidences of theft and vandalism in station area, including coordination with the Police and other relevant authorities.
- v. provide space, subject to availability and its feasibility, on technical and commercials decided by NCRTC and/or its legal agents, for parking and movement of <Name of Service provider >.

- vi. Based on Service Provider's request, NCRTC may allow advertisement on the vehicles deployed for RRTS feeder service on revenue sharing basis. Initially, the Service Provider have to share @25% of balance earnings from advertisement after payment to local authorities. The balance revenue will be calculated by deducting advertisement payment made by Service provider to local authority from gross advertisement revenues earned by Service provider. For clarity purposes, following calculations shall be adopted for calculation of NCRTC 's Revenue share.
 - A- Gross Advertisement Revenue (excluding Taxes) accrued to service provider as determined from contract between service provider and advertisement agency.
 - B- Amount paid by service provider to Local Bodies related to advertisement.
 - C- (A-B) Balance Advertisement Revenue
 - D- NCRTC's Revenue share is 25% of C
- vii. provide space, subject to availability and its feasibility, on technical & commercial terms as decided by NCRTC, for office room and for installation of battery charging infrastructure.
- viii. Based on Service Provider's request, subject to availability and its feasibility, NCRTC at its sole discretion, may provide space outside the paid parking area in the RRTS stations on free of cost basis for display of few numbers of Bicycles and two-wheelers, only for the rental services. For the purpose, Service providers may also avail the paid parking facilities in the stations as specified at clause 5.1(xi).
- ix. provide electricity, subject to request by Selected Service Provider and its feasibility, on technical & commercial terms as decided by NCRTC, for setting up battery charging infrastructure within the space allocated by the NCRTC pursuant to vii above.
- x. permit the Service Provider, at its own discretion, to place limited number of non-commercial signage within Station for sensitizing RRTS commuters about the availability of Feeder Services.
- xi. sensitize RRTS users/passengers with information on Feeder Services provided by the Service Provider.
- xii. fix fare for the Feeder Services in discussion with the Service provider incase fares are not defined by the concerned State Authority.
- xiii. decide fleet size and route to be operated by the Feeder Service provider.

5 RESPONSIBILITY OF SERVICE PROVIDER

5.1 The Selected Service Provider shall have following responsibility at its own cost and expense, in addition to and not in derogation of its obligations elsewhere set out in this MoU

- i. deploy specified number of vehicles as below for providing feeder services and operate services as per route operation plan approved by NCRTC. For the purpose, the service provider shall provide detailed operation plan to NCRTC.

Station	Modes of Feeder Service /Task no	Route/Area of operation (If applicable)	Number of Vehicles	Headway (If applicable)
Sahibabad				
Ghaziabad				
Guldhar				
Duhai				
Duhai Depot				

- ii. bear all costs and expenses associated with respect to procurement, deployment, maintenance, technology, operations, manpower resources, insurance etc. to operate, maintain and manage the Feeder Services.
- iii. register its fleet used for providing Last Mile Connectivity Services, with the appropriate authority.
- iv. obtain valid fitness certificate/permit for all vehicles used for providing Feeder Services.
- v. ensure that all vehicles, used for providing Feeder Services, are duly approved as per the statutory provisions.
- vi. ensure that all drivers of have a valid license issued by the appropriate authority.
- vii. obtain police verification with particulars / antecedents duly verified from the Police for all staff, including the drivers of the <Name of Service Provider>
- viii. ensure that photographs of the drivers are always displayed in an appropriate place of the <Name of Service Provider> vehicles.
- ix. ensure that all the staff, including the drivers of the <Name of Service Provider>, display valid ID Card, wear uniform in prescribed colour with identification name badges always.
- x. obtain clearances for setting up battery charging infra from appropriate authorities.
- xi. pay to NCRTC and/or its legally appointed agencies, the agreed charges for the space allotted to it for parking and any other facility availed under commercial terms. The applicable parking rates in the RRTS Stations for the initial period has been fixed as under:

Type of vehicle	PARKING CHARGES (In Rs.)			
	Beyond 10 min up-to 6 Hours	Beyond 6 hrs up-to 12 Hours	Beyond 12 hrs. up-to operations of RRTS	Night parking during non-operational hrs of RRTS (00.00 Hrs to 05.00 Hrs)
Bicycle	Rs.5/-	Rs.5/-	Rs.10/-	Rs.20/-per Night
Two Wheelers (Scooter, Motorbike)	Rs.10/-	Rs.25/-	Rs.30/-	Rs.60/-per Night
Cars/SUV	Rs.25/-	Rs.50/-	Rs.100/-	Rs.200/-per Night
Helmet charges Rs. 5/- flat per helmet up to 12 hours and Rs. 10 beyond 12 hours up to 24 hours				

The feeder service providers engaged through this MOU, may be considered subject to approval of competent authority to use the pick-up/drop-off lanes and holding space, outside the parking areas **on free of cost basis**.

- xii. pay NCRTC and/or its legally appointed agencies, the agreed charges for the space allotted to it for office room, vehicle charging area and installation of battery charging infrastructure.
- xiii. share 25% of balance earnings from advertisement displayed on feeder vehicles, after payment to local authorities. The balance revenue will be calculated as described at 4.1 (vi) above. For the purpose, the service provider shall share relevant documents with NCRTC as a proof of their earnings from advertisement on their vehicles.

- xiv. pay NCRTC and/or its legally appointed agencies, the agreed charges for the electricity provided by NCRTC for feeder Services and setting up battery charging infrastructure within the space allocated by the NCRTC.
- xv. provide feeder Services at least 10 minutes prior to the operation of the first RRTS train and until at least 10 minutes after the operation of last RRTS train.
- xvi. operate a helpline to address the grievance / complaint of general public / RRTS commuters and ensure that the helpline numbers are displayed on vehicles of <Name of service provider>.
- xvii. report, in the agreed format, all the complaints / suggestions received from general public / commuters on monthly basis to the NCRTC.
- xviii. display the name and telephone number, of the Service Provider, on the vehicles and at an appropriate place in the stations.
- xix. display route and applicable ticket charges for the journey undertaken on the vehicles at an appropriate place.
- xx. record, daily, data pertaining to vehicle trips and passengers served by the Selected Service Provider.
- xxi. provide, upon NCRTC's request, the data collected pursuant to above
- xxii. comply with all the statutory and other stipulations including but not limited to Labour Laws / Legal / Police / Taxation / Excise / STA / Transport Policy and that issued by NCRTC from time to time.
- xxiii. comply with all statutory provisions and directions applicable from time to time towards traffic regulation.
- xxiv. appoint a manager for day-to-day management of the activities pertaining to efficient delivery of Feeder Services.
- xxv. ensure proper cleanliness and hygiene in operation of feeder Service
- xxvi. ensure that all the staff, involved in providing Feeder Services, maintain professional conduct and do not get involved in any subversive activities, disruption in normal services and inconvenience and/or harassment to the commuters/general public.
- xxvii. indemnify NCRTC for any accidents/claims/liabilities/or any criminal proceedings or statutory requirements at any time arising out of operation of feeder connectivity vehicles or on account of any act/omission/default on the part of the Operator or its non-compliance with the statutory requirements.
- xxviii. procure comprehensive passenger liability insurance of adequate cover, at its own cost, to indemnify NCRTC against any possible litigation arising out of accidents / acts / omissions.
- xxix. maintain the fleet and associated installations in excellent working condition.
- xxx. Feeder vehicles shall be installed with GPS tracking system wherever applicable
- xxxi. ensure provision for one Fire extinguisher of applicable type and one First Aid box in feeder vehicles (Not applicable for Bicycles)
- xxxii. comply with all applicable rules & regulations on various aspects of operation of feeder services and associated activities.

- xxxiii. demand, collect and appropriate pre-defined fares fixed, from time to time, by the concerned authority or NCRTC.
- xxxiv. identify publicly accessible spaces designated for parking of feeder vehicles at locations nearby <Name of Station> RRTS Station.

6 DEPLOYMENT SCHEDULE AND OPERATION PLAN

6.1 Service provider shall deploy vehicles in the stations as agreed in clause 5.1(i) and as per the below schedule:

	Ghaziabad		Sahibabad		Guldhar		Duhai		Duhai Depot	
	Date	No. of Vehicles	Date	No. of Vehicles	Date	No. of Vehicles	Date	No. of Vehicles	Date	No. of Vehicles
1										
2										
3										
4										

- 6.2 Not later than 60 days from the signing of MoU, Service Provider shall develop an operational plan in discussion with NCRTC.
- 6.3 The Operation Plan shall include, but not limited to, technical aspects like the route for Feeder Services, size of fleet, frequency of the Services etc.

7 INDEMNITY

- 7.1 Service Provider shall indemnify NCRTC (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.
- 7.2 Service provider shall indemnify NCRTC (including its officers, directors, agents, representatives, employees, shareholders and assignees) all legal and financial liabilities related to
 - i. Approval and Permits
 - ii. Users' complaints and Grievances
 - iii. All claims by customer
 - iv. All damages/losses to public property caused by its operation
 - v. All damages/losses to its own vehicles/property

8. RESTRICTIONS

- 8.1 Service Provider shall not use name and logo of NCRTC in feeder vehicles, unless specifically approved by NCRTC based on request from the Service Provider.
- 8.2 Service Provider shall not place any advertisement that is offensive to the public or depicts products such as tobacco and alcohol or prohibited by any local authority.
- 8.3 Service Provider shall not place any advertisement protruding or extending from the body of the <Name of the Service Provider>.
- 8.4 Service Provider shall not park feeder vehicles at spaces other than designated/ identified parking spaces.

9. DISPUTE RESOLUTION

9.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this MoU (including its interpretation) between the Parties shall, in the first instance, be attempted to be resolved amicably.

9.2 Any Dispute which is not resolved amicably, as provided in Clause 9.1, shall be finally decided by reference to arbitration by an arbitral tribunal. Such arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The place of such arbitration shall be New Delhi and the language of arbitration proceedings shall be English.

10. TERMINATION OF MOU

10.1 Either party may terminate this MoU with prior 3 month’s written notice to the other party. NCRTC may issue a notice of termination to the **Service Provider** on account of poor performance in providing agreed services or non-compliance in attending complaints pertaining to the services agreed by it. In case, if the notice of termination is issued by **Service Provider**, it shall be liable to provide the feeder Connectivity Services and abide with the terms and conditions of the MoU during the said notice period.

GOVERNING LAW AND JURISDICTION

THIS MOU SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF INDIA, AND SUBJECT TO THE PROVISIONS OF CLAUSE 9.2, THE COURTS IN NEW DELHI SHALL HAVE EXCLUSIVE JURISDICTION OVER MATTERS ARISING OUT OF OR RELATING TO THIS MOU.

Type of Service Allocated -----

Station Name. -----

The parties sign this instrument in the presence of witnesses. For NCRTC	For Service Provider (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: