



Policy on Public Bicycle Share System for Pune

1. Policy

The Pune Municipal Corporation (PMC), as part of its transport vision, as outlined in the Comprehensive Mobility Plan 2008 and detailed in the Pune Bicycle Plan 2017, as well as the requirement stipulated by the Government of India and the Government of Maharashtra with regards to the Metro Rail Project namely,

- To accord high priority for integration of various modes of transport including non-motorized modes, which would act as feeder/evacuation system to the Pune Metro
- Develop a Public Cycle System
- Facilitate multimodal integration including suburban railways
- Ensure that Metro Rail Project provides for first and last mile connectivity and accessibility

is committed to improving the modal share of cycling in the city by making cycling safe, comfortable, convenient and connected.

Worldwide Public Bicycle Sharing (PBS) systems play an important role in enhancing cyclability in a city by making cycles available when and where needed. They can help to cater to short, one-way and last mile connectivity trips.

The Pune Municipal Corporation, through this policy states its support for PBS systems. PBS systems may be

- Fully supported and run by the city
- Run privately without any financial support of the city
- Run privately with some aid (financial or otherwise) by the city

The PMC will explore the possibility of all of the above, based on market availability and keeping in mind the needs of commuters.

The aim is to ensure that a PBS system serves the entire city, with a good quality of service at affordable rates and which is accessible to all segments of society.

2. Policy for Private Operators

The PMC will have an open policy (no exclusive contracts) and welcomes private operators to set-up and run PBS systems in the city.

Companies that are desirous of operating a fully automated PBS system are **encouraged** to sign a Memorandum of Understanding (MoU) with the PMC to ensure support for their operations and to facilitate coordination with various other agencies.

3. Policy for a Publicly owned and Operated System

The PMC will assess from time to time the services being offered by private vendors in the city in the aggregate. In the circumstances that privately-run services are not available in the city (in part or in whole), or the services provided through private operators are not accessible to all segments of society, are unaffordable or of poor quality, the PMC shall set-up and run a PBS system, in addition to existing operators or exclusively, so that these services are available to all citizens.

The PMC shall also explore the possibility of supporting private operators to enhance the level of service or a PPP or any other arrangement as deemed necessary and expedient.

4. Target Level of Service (LoS) for PBS in the city

It shall be the endeavour of the PMC to reach the following level of service by PBS, in accordance with the Pune Bicycle Plan, over the next 3 years.

1. No. of PBS cycles
 - a. 3 cycles for every 100 residents or about 1 lakh cycles in the city in aggregate
2. No. of PBS cycle trips
 - a. 4 or more trips per cycle per day or about 4 lakh PBS cycle trips per day

These targets shall be revised from time to time.

5. Bicycle Zones

The current market favours a “dockless” system, wherein the cycles are unlocked (usually by a smartphone or such technology, which is vendor-specific), ridden by the user/subscriber, and left at the destination and locked by the user to signify the end of the trip. The entire system is “automated”.

The ability to leave the cycles at any location may cause nuisance in the long run. To address this issue the PMC shall designate “**bicycle zones**” throughout the city.

These zones –

- i. Shall be marked by simple paint marking on the pavement or other such publicly accessible area determined by the PMC which shall not pose an impediment or obstruction to other commuters
- ii. Shall be designated as being part of the “cycle track”, so that no motorized vehicle shall be legally allowed to occupy this space and in such case, shall attract penal provisions and actions under both the Maharashtra Municipal Corporations Act and Motor Vehicles Act by the PMC or Traffic Police or RTO as appropriate
- iii. Shall be for the shared use for parking of cycles belonging to the PBS Operator or privately-owned cycles
- iv. Cycles parked in these zones shall not be levied any parking charges or fees
- v. Shall have a public display board, if necessary, which shall contain exclusively information about the PBS systems, and shall have such dimensions and structure as shall be determined by the Commissioner
- vi. The PBS vendor shall be allowed to temporarily place any information board, until such time that the Corporation does not affix a structure, with approval and permission of the Commissioner
- vii. Shall be relocated if required or deemed necessary by the PMC
- viii. While the designated bicycle zone shall be the preferred parking space in the city, in locations where there are no such identified parking zones, the bicycles shall be allowed to be parked off-road till such time the same does not pose an impediment or obstruction to other commuters / vehicles.
- ix. To promote the scheme Corporation shall work with Resident Welfare Associations, Societies, market associations, office complexes, metro authorities, bus depots, malls etc. in

the city to encourage provision of designated bicycle parking zones at no parking fees to promote adoption of the scheme.

The PBS vendor shall endeavour to ensure that most cycles are picked up and dropped off at these bicycle zones. However, given the nature of the “dockless” system, it is possible that cycles may also be placed outside these zones. In such cases, the cycles should not be placed in such manner as shall cause inconvenience or obstruction to other commuters. The Corporation shall intimate the Operator in such cases, who shall, within a specified time period, re-locate such cycles.

The Corporation shall also have the power to remove such cycles in the event the Operator has failed to do so despite intimation, if they cause a continued obstruction to other commuters, and levy an appropriate charge on the vendor. However, the Corporation shall as far as possible, avoid such actions and work amicably with the operator to address such issues.

The PMC shall maintain the location of all such bicycle zones in the city and which shall be updated and provided to the Traffic Police for notification from time to time.

6. Security

One of the key concerns worldwide for PBS systems is the occurrence of theft or vandalism. While the PBS system must take into account some levels of both, the PMC with the cooperation of the Police, shall endeavour to ensure the safety of PBS system assets that are in public spaces, by treating them as “public property”.

The PMC and the Police shall work together to control such incidences by being vigilant, nab and prosecute offenders, and inculcate a sense of pride and ownership for PBS in the city through outreach and awareness campaigns.

The PMC and Police will coordinate with PBS vendors on a regular basis to assess incidences of theft and vandalism and take such steps as necessary to address the issue.

7. Insurance

The PMC shall explore the possibility of insurance coverage for all cyclists in the city and take appropriate decision in this matter.

8. Advertisement

PBS system vendors shall be allowed to place advertisements on the cycle, but which do not extend or protrude from the body of the cycle. Advertisements that are offensive to the public or which display tobacco or alcohol shall not be permitted. The Commissioner shall be empowered to determine list of non-permissible content from time to time.

9. Safety

PBS system vendors shall ensure that they implement and follow appropriate safety and security measures while rolling out and managing the programme in the city. Safety is of prime importance and accordingly the operators 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.

10. User Guidance on right usage

PBS system vendors shall actively promote disciplined bike parking and usage through their platforms/other media and incentivise users/ citizens to adopt right practices in terms of parking, riding and bike handling.

Model Text of Memorandum of Understanding between PMC and Public Bicycle Share System Providers

Between
The Municipal Commissioner,
Pune Municipal Corporation, Shivajinagar, Pune 411005

the CORPORATION

And

XYZ Pvt Ltd
registered as (company . . .) at address ...

the OPERATOR

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 desirous to operate a fully automated dockless PBS system in the city of Pune of specifications given in **Annexure A**
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 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
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 other stakeholders 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.

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. Agree 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.

CLAUSE 2: DURATION

This Memorandum of Understanding shall be in force for a period of 5 years from its signing.

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 to the final notice, 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

CLAUSE 6: JURISDICTION

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

On behalf of The Pune Municipal Corporation By Name: Title: Sign: Date:	On behalf of The XYZ Corporation Pvt Ltd By Name: Title: Sign: Date:
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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			