



PUBLIC BICYCLE SHARING, BENGALURU PERMIT APPLICATION

PART - A

Application Type
(check one):

☐

New

☐

Renewal

Applicant Information

Name of the Agency Applying for PBS permit			
Type of Firm (Proprietary/ Private Ltd/etc.)			
Registration Number of Agency			
Registered Address in India			
Authorised Contact Person and Designation			
Aadhar Number/ Passport Number of Contact Person			
Agency Contact Number (landline)		Agency Contact Number (mobile)	
Website			
Email Address for Communication			

Details of the Proposal

Indicative Area of Operations* (Operators are requested to submit herewith, the indicative area of operation at the time of launch)	
Total bicycles in system (nos.)	
a. Bicycles for operations (nos.)	
b. Standby bicycles (nos.)	
Number of parking hubs to be utilised (nos.)	
a. DULT parking hubs	All parking hubs provided by DULT shall be available for Permittees
b. Privately owned parking hubs (nos.)	
Planned hours of operation	
Indicative fare structure	
Address of control centre/Office	
Address of maintenance centre	

*Refer to the *Detailed Site Report* prepared by DULT that has been uploaded on the website.

Required Attachments:

Sl No.	Required Documents
1.	Certificate of Registration of the Company/Firm.
2.	Audited statement of accounts for the past 3 years OR from the time of incorporation, whichever is later.
3.	Proof of address of Company/Firm in India and headquarters.
4.	Identity proof of the authorised contact person (attested copy of Aadhar or Passport).
5.	Proof of insurance (the operator is required to have all the necessary insurance).
6.	Certification demonstrating that each model bicycle put into service meets or exceeds both International (ISO 4210: Safety Requirements for City and Trekking Bicycles) and National (IS 10613 : 2014: Cycles Safety Requirements for Bicycles).
7.	Description of Customer Grievance Redressal process Permittee intends to adopt.
8.	Description of pricing structure, rates, and method(s) of communication to the customer.
9.	Marketing and targeted community outreach plan (including a strategy to partner with bicycle advocacy and community benefit organizations, a culturally relevant and multilingual (Kannada and English) communications plan, and an equitable bike share implementation plan, to promote the use of the PBS system citywide.
10.	Maintenance, cleaning and repair plan.
11.	Size of fleet at launch, including any planned fleet expansions during the permit period. (Standby and Operational numbers)
12.	Operational area at launch, including any planned expansions during the permit period (preferably in ESRI ArcGIS shapefile format). Including, parking hub location plan of the system (plan for parking locations/ hubs sought from DULT and assembled on own effort basis – if applicable).
13.	Plan for educating users on proper bicycle usage, parking and other safety measures and etiquettes.
14.	Two bicycle prototypes to be used under this program for inspection by DULT (to be submitted before launch of the system).
15.	Protection of privacy regarding user data (an undertaking in this regard to be provided).
16.	Plan for data sharing (Indicative data sharing template is given in Annexure I) – (an undertaking in this regard to be provided).
17.	Exit management policy in case of end of contract or revocation of contract.
18.	Strategy to manage damaged decrepit bicycles and any other PBS infrastructure components put in place by the operator.

TERMS & CONDITIONS FOR PERMIT

The broad terms and conditions for issue of PBS Bengaluru permit are enlisted below. These conditions shall be detailed and made a part of the agreement to be signed with the Permittee.

CYCLES

1. The cycles should be in good condition with all safety features and anti-theft technology in-place. The prototype of the cycles to be approved by the DULT before rolled-out. The Permittee shall ensure that 100% of the fleet permitted for operations (excluding those declared as stand-by cycles) should be available for public use at any given point of time within the operational hours. The standby bicycles should be over and above the operational fleet such that 100% of the operational fleet size can be maintained at all times.
2. All Bicycles shall be high quality, sturdily built to withstand the rigors of outdoor storage and constant use for at least five years.
3. All Bicycles are equipped with a brake that will enable the operator to make one-braked wheel skid on dry, level, clean pavement.
4. All Bicycles are equipped with a front light that emits white light while the bicycle is in motion, illuminates the path in front of the bicyclist from a distance of 90m (~300 feet) in front.
5. All Bicycles are equipped with a red reflector **OR** a solid or flashing red light with a built-in reflector on the rear that shall be visible from a distance of 150m (~500 feet) to the rear when directly in front of lawful upper beams of headlamps on a motor vehicle. Lights must turn on automatically and stay on while a trip is being made. The bicycle lights should stay on during brief stoppages (like cycles stopping at Stop signs or traffic signals) so the visibility for cyclists is not impaired while the PBS users are riding on the right-of-way.
6. All Bicycles are equipped with an on-board GPS device.
7. All Bicycles shall employ tamper-resistant security hardware.
8. The emblem of the Bicycle Share Operator and a unique identifier is prominently displayed on both sides of the Bicycle.
9. The name and contact information for the Bicycle Share Operator shall be displayed on all Bicycles.
10. Any inoperable Bicycle or any Bicycle that is not safe to operate shall be removed from the system/network within 24 hours after notice from DULT, and shall be repaired before the bicycle is returned to operations.
11. Permittee is responsible for monitoring distribution of bicycles available to customers. It is recommended that a minimum density of bicycles per permittee in the designated service area of the Permittee shall not fall below at least three bicycles per square km during the operational hours of the system.
12. Permittee shall provide DULT with a contact name and phone number for staff that are responsible for rebalancing bicycles.

PARKING HUBS & ENFORCEMENT

1. The Permittee shall submit an indicative service area for launch of operations. In case of changes in the service area DULT shall be informed in writing and obtain amended permit from DULT.
2. Bicycles shall be parked only at designated parking hubs (provided by DULT or approved by DULT). Any unauthorized parking can be subjected to towing by the authorities.
3. The Permittee shall insist customers to park a bicycle properly within the designated area.
4. Restrictions to eligible Public Bicycle Sharing Parking Hubs² on footpaths/sidewalk:
 - a. Bicycles can only be parked on hard surfaces that can be accessed
 - b. Bicycles shall not be parked in a manner that would obstruct movement of pedestrians, shops and other road users.
 - c. Bicycles shall not be parked in a manner that would hinder the visibility of motorists at junctions.
5. Shared Bicycles shall stand upright when parked.
6. Any Bicycle that is parked improperly shall be re-parked in a correct manner or shall be removed by the Permittee within two hours.
7. Permittee shall relocate or rebalance bicycles within two hours of a DULT request in the case of non-compliance of the Service Level Agreements/Violation of parking norms.
8. Any Bicycle that is parked at undesignated locations for more than 24 hours may be removed by the city authorities and taken to their nearest towing facility for storage at Permittee's expense. However, bicycles parked at undesignated places that obstruct other road users can be removed by the city authorities immediately when noticed.

DATA MANAGEMENT

1. Permittee will provide the DULT with disaggregate/aggregate customer demographic data gathered by the system application using anonymized key that does not identify individual customers periodically as decided by DULT. (Indicative data sharing requirements attached as Annexure I)
2. The DULT should have access to near real time data. This shall be defined in consultation with the operator at the time of issuing permit.
3. The operator shall also submit monthly operational reports indicating key operational parameters, which shall be defined in consultation with DULT.

SERVICE LEVEL AGREEMENTS (SLA)/KEY PERFORMANCE INDICATORS (KPI)

1. DULT will administer Service Level Agreements (SLA) and the Permittee is expected to ensure that the system maintains the stated SLA.
2. Any deficiency in performance by a Permittee during the year, may result in increased annual permit fee for the subsequent year.
3. Some indicative service levels that the Permittee is expected to comply are:
 - a. The permittee shall attain a minimum bike to annual member ratio of 1: 10
 - b. Each bicycle within the system shall record minimum 3 trips/day
 - c. 95% of customer complaints shall be resolved within 3 business days.
 - d. Fewer than 5 reports/ month of bicycles being parked in a manner that causes obstruction to pedestrians, vehicular traffic or causing public nuisance.

The SLAs shall come into effect only 6 months after start of operations

NON DISCRIMINATION

1. The system should be accessible to all strata of society and the system shouldn't discriminate users based on gender, age, caste, religion , language income levels, etc.

USER CHARGES

1. Permittees are allowed to fix the user tariff as deemed reasonable. The user charges shall be disclosed to DULT and no surcharges of any kind shall be levied. DULT reserves the right to intervene in case profiteering, collusion or unfair trade practices are noticed in levy of user charges.

PERMIT FEE

1. Permittee agrees to pay DULT a yearly **Permit Fee** payable at the rate of **Rs. 50/- (Rupees Fifty)** per bicycle per year of the operational fleet.
2. In lieu of levying penalty periodically based on SLAs, the operator performance shall be assessed during the year and the permit fee for the subsequent year shall be linked to performance in the previous year.
3. Failure to duly pay the permit fee may result in terminating the permit.
4. The Permittee will be ranked on their performance and incentive/disincentive for performance of the Permittee may be decided by DULT at a later stage.

INSURANCE

1. It shall be the responsibility of the Permittee to take all insurances required as per extent law. DULT does not undertake any responsibility in the event of any deficiency of the insurance policy like coverage, extent or any claim made against the operator.

GREIVANCE REDRESSAL

1. Customers using bicycles in systems issued a permit under this program should be provided with mechanisms to notify the Permittee if there are safety or maintenance or system related issues with the PBS.
2. Permittee shall have a customer service phone number for customers to report safety concerns, complaints, or ask questions.
3. Grievances obtained and/or resolved shall be shared with DULT periodically.

INDEMNIFICATION

1. Permittee shall indemnify and save harmless DULT/City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Permittee or loss of or damage to property, arising directly or indirectly from Permittee's performance of this Permit, including, but not limited to, Permittee's use of facilities or equipment provided by DULT/City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on DULT/City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement, and except where such loss, damage, injury, liability or claim is the result of the active negligence or wilful misconduct of DULT/City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Permittee, its sub-permittees or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and DULT/City's costs of investigating any claims against the DULT/City. In addition to Permittee's obligation to indemnify DULT/City, Permittee specifically acknowledges and agrees that it has an immediate and independent obligation to defend DULT/City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Permittee by DULT and continues at all times thereafter. Permittee shall indemnify and hold DULT/City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by DULT/City, or any of its officers or agents, of articles or services to be supplied in the performance of this Permit.

PRIVACY POLICY

1. Permittee will ensure to safeguards customers' personal, financial, and travel information and usage including, but not limited to, trip origination and destination data and shall not be shared with anyone without prior permission of the user.

PERMIT REVOCATION

1. The DULT reserves the right to revoke a Bicycle Share Program Permit at any time upon written notice of revocation sent to both the Permittee's mailing and email addresses listed on the Permittee's Application submitted to DULT.
2. The Permittee agrees to surrender such permit in accordance with the instructions in the notice of revocation. In the event that DULT revokes a permit, permittee shall remove the bicycles from the parking hubs within 7 business days from the date of the notice of revocation.
3. If the Permittee wishes to contest the revocation of a permit, the Permittee may email the **Special Officer, DULT** to explain any basis for why the permit should not be revoked.

DISPUTE RESOLUTION & QUERIES

1. All matters related to permits and issues therein maybe addressed to **Technical Head, TETC, DULT** who will be the contact person for smooth implementation and operation of Public Bicycle Sharing System in Bangalore.
2. Any dispute or differences arising out of this permit maybe referred by the Permittee to **Special Officer, DULT** who shall be the competent person to resolve such disputes in an amicable manner. In case the disputes are not resolved, or the Permittee seeks to represent against the decision of the Special Officer, DULT the same may be referred to **Commissioner, DULT**. The decision of Commissioner, DULT on all matters relating to this Permit shall be final.
3. DULT reserves the right to issue further clarification to items not specifically covered in the terms and conditions. The decision of DULT shall be final and binding on the Permittee.

COMPLIANCE WITH APPLICABLE LAW

1. Permittee will employ an electronic payment system that is compliant with the required standards in India. Each transaction shall include the bicycle identification number corresponding to the make and model of the bicycle registered with DULT.

By signing this application, the Permit applicant certifies that all the information provided is true, and that applicant agrees to the preceding Terms and Conditions unconditionally.

Applicant's Signature	
Print Name & Designation	
Date of Application	

Completed Applications can be sent to:

The Commissioner

Directorate of Urban Land Transport
BMTC, TTMC "B" Block (above bus stand)
4th Floor, K.H. Road, Shanthinagar, Bangalore – 560027

For any clarification, Mr. Shamanth Kuchangi, Technical Head, TETC may be contacted at 080-22226627 or dultbangalore@gmail.com

Data sharing requirements: (Annexure I)

Sl. No.	Data Sharing Requirements
1.	<p>Permittee shall provide DULT with near real-time information for their entire Bengaluru bicycle fleet through a documented application program interface (API) and on-board GPS devices put on all bicycles. The Permittee is directly responsible for providing the API key to DULT and shall not refer to another subsidiary or parent company representative for API access. The API shall include the following information in near real time data for every Bicycle operated in the operational area:</p> <ol style="list-style-type: none"> 1. Point location 2. Bicycle identification number 3. Type of bicycle 4. Charge level (if electric) <p>NOTE: This is an indicative data requirement and not mandatory.</p>
3.	Permittee will keep a record of reported collisions. These records will be sent to DULT on a monthly basis.
4.	Permittee shall provide the following anonymized data for each trip record to inform and support safe and effective management of the bicycle share system, and for transportation planning efforts. (Table 1)
5.	Permittee will provide the following bicycle availability data for oversight of parking compliance and bicycle distribution by minutes. (Table 2)
6.	Permittee shall distribute an annual customer survey as determined by DULT, analyse this survey and submit a report to DULT along with the raw survey data.
7.	Permittee shall keep a record of maintenance activities, including but not limited to bicycle identification number and maintenance performed. These records shall be sent to DULT on a monthly basis.
8.	Permittee shall report the aggregated breakdown of customers by gender and age monthly. Gender will be reported by male, female, and other. Age will be reported into these age groups: under 5, 5-17, 18-24, 25-34, 35-44, 45-54, 55-64, 65 and over.
9.	Permittee agrees that DULT may use a third-party researcher to evaluate the bike share program. Data will be shared with the third-party researcher only for purposes of the evaluating or enforcing the requirements in this permit.

Table 1

Field name	Format	Description
Company Name	[company name]	n/a
Type of bicycle	"Standard" or "Electric"	n/a
Trip record number	xxx0001, xxx0002, xxx0003, ...	3-letter company acronym + consecutive trip #
Trip duration	MM:SS	n/a
Trip distance	Feet	n/a
Start date	MM, DD, YYYY	n/a
Start time	HH:MM:SS (00:00:00 – 23:59:59)	n/a
End date	MM, DD, YYYY	n/a
End time	HH:MM:SS (00:00:00 – 23:59:59)	n/a
Start location	Census block	n/a
End location	Census block	n/a
Bicycle ID number	xxxx1, xxxx2, ...	Unique identifier for every bicycle, determined by company

Table 2

Field name	Format	Description
GPS Coordinate	X,Y	n/a
Availability duration	Minutes	n/a
Availability start date	MM, DD, YYYY	n/a
Availability start time	HH:MM:SS (00:00:00 – 23:59:59)	n/a