

**Panc Bike Private Limited**

**AND**

**Kirtipur Municipality**

**FOR**

**E-Cycle Sharing and Rental Service  
In Kirtipur**

Panc Bike Private Limited Kathmandu and Kirtipur Municipality, Kathmandu.

Kirtipur Municipality, Kathmandu is a Local Level Government Body  
..... (herein after referred to as  
"First Party").

Panc is a company incorporated under the laws of Nepal and having its registered office  
at Ason and Jamal, Kathmandu, Nepal and licensed by ..... Service Provider (herein  
after referred to as "First Party").

Now, the parties hereby agree as follows:

UNLESS THE CONTEXT OTHERWISE REQUIRES words imparting the singular include the plural and vice versa and words imparting a gender include any gender. The words "including" and "include" shall mean including without limitation and include without limitation respectively.

## **1. Scope of the MOU**

- 1.1 The Scope of this MOU is to reach an understanding between the parties for the pilot project for operation of city cycle services in Kirtipur Municipality, Kathmandu is a Local Level Government Body (herein after referred to as "First Party").

The First Party is the key responsible authority to decide about the project, take responsibility of ownership, guidance and policy input and the Second Party is the Project Leader, Technology and Service Partner and is primarily responsible for the Operation of the Cycle Sharing and Rental Station Project in which the Second Party primarily coordinates with the First Party and the stakeholders to obtain due local governmental level support for effective and efficient planning and implementation of the project.

- 1.2 There shall be first one cycle station and other 5 cycle stations will be extended after the success of the pilot project.

## **2. Right and Responsibility of the First Party**

- 2.1. The Second Party shall lead overall planning, execution, monitoring and controlling of the project.
- 2.2. The Second Party shall be responsible for overall funding for the operation of the project which includes funding for Electric Cycles for the pilot project, Payment of wages to staffs mobilized by the Second Party in Cycle Sharing and Rental Stations, procurement of technology required for operation of the project and other miscellaneous expenses incurred pilot project. The Second Party may sub-contract with other individual/entities in capacity of affiliate to finance and operate the Project upon approval of the First Party.
- 2.3. The Second Party shall provide GPS Tracking System to as far as possible for locking/unlocking of Cycle and ensure due technological security measures for project.
- 2.4. The both Parties shall be responsible for creating awareness in digital media for effective execution of the Project.
- 2.5. The Second Party shall be responsible for payment of minimum wages to staffs and workers mobilized for smooth operation of the Project.
- 2.6. The Second Party and/or its affiliates shall have the exclusive rights for branding but the branding will be more focused on decent and social entrepreneurship modality.

- 2.7. The Second Party, at its sole discretion, may utilize the volunteers mobilized for various promotional events with an aim of expanding the cycle culture in Kirtipur.

### **3 Right and Responsibility of the First Party**

- 3.1. The First Party shall be responsible for mobilization of resources for long-term infrastructure and cycle friendly environment in Kirtipur.
- 3.2. The First Party shall be responsible for necessary coordination and cooperation from the stakeholders, Local and other Government and related parties.
- 3.3. The First Party shall create awareness on the project at public level through its own program and events organized to promote cycling in Nepal from time to time.
- 3.4. The First Party shall provide consulting services regarding the smooth operation, safety of the services.
- 3.5. The First Party shall be responsible for conflict management if any arises during the provision of the services.
- 3.6. The First Party shall provide proper visible spots/locations for fitting/installation of cycle parking station.
- 3.7. The First Party shall run awareness campaign for motivating public to ride cycle and use the services offered under this MOU.
- 3.8. The First Party shall facilitate with security measures required for smooth operation of the project. It includes, but not limited to, proper indication/marketing of cycle lanes, proper navigation and facilitation with traffic signal within reasonable distances, media announcements on cycle rider self-security measures etc.

### **4 Formation of Committees**

- 4.1. There shall be One Executive Operation committees under this MOU that comprises 5 members (two from each parties and one from external stakeholder, hereafter called Third Party). Decision of the Committee will be on majority basis. The committee is responsible for planning, monitoring and controlling the implementation of the project.

Implementation Committee: There shall be 3 members in implementation committee each representing three parties to this MOU. Decision of the Committee will be on majority basis. The implementation committee is responsible for effective and efficient operation on the Project.

### **5 Financial Terms and Conditions:**

Once the project comes into operation, the net profit, if any, generated from the project shall be used to recover all financial investment done by the Second Party including initial investment in cycles, stands and software. After the

investment of the Second Party is recovered the remaining balance of share of profit of the all the parties may be re-invested for the expansion of the project. In total 20 percent of the income will be shared to the First party. All the transaction to this MOU is subject to applicable tax law of Nepal.

**6 Mutual Support**

Both Parties to this MOU shall provide due support to each other and public for the services offered under this MOU.

**7 Exclusive**

This MOU binds both parties to the extent of operations of cycle as envisaged above in the Municipality. The Second Party, at its sole discretion, may enter into agreement/MOU with other entities/individual/ bodies of similar in nature of business for the development and promotion of cycle city concept in Nepal.

**8 Liability**

Both Party is liable for direct damages caused by that Party, including the Party's affiliates, employees, consultants, acts or omissions. In no event shall any Party be liable to any other Party for any indirect damages including, but not limited to, loss of revenue or profits, contract users or businesses, consequential damages, incidental damages, anticipated savings or revenues.

In no event shall any Party be liable to the other for the loss or corruption of data, unless such Party is obligated under this MOU to make back-up copies of the data, in which case the other Party may claim any costs related to the recovery of such data as direct damages.

The limitations set out in this section "Liability" shall not apply to any liability arising from breach of the Confidentiality or gross negligence or willful misconduct or to injury to life and/or health.

The Parties shall take all reasonable measures in order to prevent or limit any damage, provided that it can be done without unreasonable cost or inconvenience.

**9 Force Majeure**

None of the parties to this MOU will be liable for breach of this MOU, to the extent caused by or arising from Force Majeure. The term "Force Majeure" shall mean and include natural disasters, epidemics, explosions, fires, earthquakes, storms, tsunami, hurricanes, wars, civil wars, foreign aggressions, revolutions, civil disorders and other similar reasons, legal, governmental, municipal and other decrees or any other event beyond the reasonable control of the Party.

Upon the occurrence of such a Force Majeure condition, the affected party shall immediately notify the other parties with as much details as possible and shall promptly inform the other Parties of any further developments. Immediately after

the cause is removed, the affected Party shall perform such obligations with all due speed.

**10 Waiver**

No waiver of rights under this MOU by any party shall constitute a subsequent waiver of this or any other right under this MOU. All claims must be brought within 12 months following the date such claim arose.

**11 Severability**

If any term in an MOU is held invalid or unenforceable for any reason, the remainder of that term and the MOU will continue in full force and effect.

**12 Effective Date and Period**

This MOU shall be effective from the date of signing by the parties (the "Effective Date") and shall remain valid for an initial term of 5 years from the Effective Date. The MOU may be renewed for further term with the mutual consent of the Parties in writing.

**13 Property Right**

All copyright, trademarks, patents, brand names, corporate names and other intellectual property rights in any material or content (including without limitation software, data, applications, information, text, photographs, music, sound, videos, graphics, logos, symbols, artwork, designs, layout, look, appearance and other material or moving images) contained in or accessible via the Services ("Contents") is either owned by The Second Party or has been licensed to The First Party by the rights' owner(s) for use as part of The First Party Platform.

**14 Miscellaneous**

Any party to this MOU shall not attempt to de-compile, re-engineer, translate, convert, adapt, alter, modify, enhance, add or delete or in any way tamper with or gain access to any unauthorized part of the service or any internet site or software.

Notice Any notice required to be given under this MOU shall be given in writing at the address of each party set forth below such notice shall be deemed to be duly given when it shall have been delivered by hand, mail or facsimile to the party to which it is required to be given.

<b>To Panc Bike</b>	<b>To Kirtipur Municipality</b>
Jamal, Kathmandu, Nepal	Kirtipur, Kathmandu, Nepal

**15 Governing Law and Dispute Settlement**

This MOU shall be governed and construed in accordance with laws of Nepal. All disputes or differences arising among the parties concerning this MOU shall be settled expediently and amicably through discussions and negotiations. If the disputes or difference could not be resolved within a period of 30 (thirty) days from the date of the dispute, such dispute or difference including interpretation or effect or the rights, duties or liabilities of the parties under this MOU shall be subject to the exclusive jurisdiction of the competent courts of Nepal.

Notwithstanding anything written above, if any dispute is required to be resolved pursuant to the rules and circulars issued by NRB, such dispute shall be resolved consistent with the provisions of such rules and circulars.

**16 Amendment**

This MOU constitutes a legally binding obligation among parties hereto. No changes, alteration or modifications hereto shall be effective unless it is in writing, refers to this MOU and is duly executed by each parties to this MOU.

We, the undersigned, have read and agree to the terms and conditions in this MOU and understood that signing this MOU indicates our conformity with the terms and conditions in this MOU.

IN WITNESS whereof, the duly authorized representatives of the Parties have signed on this MOU on the day and date first herein above written, with both Parties retaining a copy each of this MOU forming the original.

<b>Panc Bike</b>	<b>Kirtipur Municipality</b>
Official Stamp:	Official Stamp:

<p>In presence: Signature</p>          <p>Name: Designation:</p>	<p>In presence: Signature</p>          <p>Name: Designation:</p>
<p>Witness: Signature</p>          <p>Name: Designation:</p>	<p>Witness: Signature</p>          <p>Name: Designation:</p>

# कीर्तिपुर साइकल सेयरिड तथा रेन्टल सर्भिस पाइलट प्रोजेक्टबारे संक्षिप्त जानकारी

## परिचय

साइकल सेयरिड भन्नाले हरेक दिन प्रयोग हुने लेवल एक वा लेभल दुई खालका सामान्य साइकलहरु सर्वसाधारण प्रयोग कर्तालाई लक्षित गरि मुख्य शहरमा सवारी साधनका रुपमा सुविधा प्रदान गरिन्छ। विश्वभर साइकल सेयरिड तथा रेन्टल सर्भिसमा विभिन्न नवीन प्रयोग भएको पाइन्छ। साइकल रेन्टल सर्भिस भने बढी मनोरञ्जन तथा साहसिक साइक्लिडका लागि प्रयोग हुने गर्दछ। यसका लागि लेभल तीन वा सो भन्दा माथिका अत्याधुनिक प्रविधिसहित स्तरीय साइकल आवश्यक हुन्छ।

कुनै पनि शहरको दीर्घकालीन विकास तथा मानव बस्न लायक बनाउने क्रममा साइकल शहरमा रुपान्तरण गर्ने आकर्षक कार्यक्रमहरु देखा परेका छन्। नेपाल जस्तो मुलुकका मुख्य शहरहरु अब साइकल शहरमा रुपान्तरण गर्नुको विकल्प देखिन्छ। यस बारेमा भर्खरै बहस उठेको पनि छ। विश्वका नमुनालाई नक्कल नगरिकन हाम्रै भूगोल र शहर सुहाउँदो किसिमले सर्वप्रथम कीर्तिपुर नगरपालिकाबाट साइकल सेयरिड तथा रेन्टल सर्भिस सर्वप्रथम पाइलट प्रोजेक्टका रुपमा सुरुवात गर्न लागिएको हो। यस कार्यक्रम यही २०७९ सालको नयाँ वर्षका दिन सुभारम्भ हुनेछ।

कीर्तिपुर नगरपालिका र प्याङ्क बाइक काठमाडौंको संयुक्त पहलमा यस कार्यक्रम लागू गरिने लागिएको हो। कीर्तिपुर नगरपालिकाले अविभावकत्व तथा संरक्षकको भूमिका निर्वाह गर्ने र प्याङ्क बाइकले कार्यक्रम व्यवस्थाप, साइकलको व्यवस्था, कार्यक्रम सञ्चालन, साइकल मर्मत, रेखदेख, आवश्यक प्रविधि निर्माणमा चाहिने लगानी तथा आवश्यक आर्थिक लगायत सबै स्रोतहरु तथा मानव संसाधनको व्यवस्था गर्ने छ।

## कीर्तिपुर छनौटका आधार

कीर्तिपुर स्वतः साइकलमैत्री शहरका रुपमा स्थापित छ। यस शहरमा काठमाडौं उपत्यकाभित्र साइकल सेयरिड र रेन्टर दुबैका लागि सबैभन्दा बढी उपयुक्त देखिन्छ। कीर्तिपुर निवासी अत्यधिक मानिस काम तथा किनमेल र विविध गतिविधिका लागि काठमाडौं र अन्य शहरमा आवतजावत बढी देखिन्छ। नियमित कामका लागि साइकल सेयरिड र साहसिक वा रिक्रियसनल कार्यका लागि रेन्टल सुविधा प्रदान गर्न सानो शहर कीर्तिपुरमा सबैभन्दा बढी विविधता भएकाले कीर्तिपुरमा सबै किसिमका गतिविधि सम्भव देखिन्छ।

## कार्यक्रम सञ्चालनको ढाँचा

सुरुमा कीर्तिपुर नगरपालिकाले प्याङ्क बाइकसँगको सहकार्यमा पाइलट प्रोजेक्टका रूपमा १० देखि १५ वटा साइकलबाट कार्यक्रमको थालनी गरिनेछ। साहसिक तथा रिक्रियसनल कार्यका लागि आवश्यक साइकलहरू माग बमोजिम थप उपलब्ध गरिने छ। यस कार्यक्रमको छ महिनापछि म"ल्यांकन गरि आगामी कार्यक्रमको थप गतिविधि दुई पक्षको सहमतिमा सार्वजनिक गरिने छ। कार्यक्रम निर्माण, सञ्चालन तथा मर्मतका लागि आवश्यक लगानी सबै प्याङ्क बाइकले व्यवस्थापन गर्ने छ। नगरपालिकाले संरक्षण तथा अविभावकको भ"मिका निर्वाह गर्ने छ। केही समयभित्र क्य"आर कोडमार्फत साइकल कार्यक्रम सञ्चालनको लागि सफ्टवेरको व्यवस्था हुने छ। जसले साइकल सुरक्षा तथा सहजता लगायत विभिन्न सुविधा प्रदानमा महत्वप"र्ण भ"मिका खेल्ने छ। यसबाट प्राप्त हुने मुनाफाको निश्चित प्रतिशत नगरपालिकाको साइकल संरचना विकास कोषलाई प्रदान गरिने छ। नगरपालिकाले हरेक वर्ष निश्चित रकम कोषमा थप गरि, अन्य लगानीकर्तालाई पनि आकर्षित गर्दै कोषमा वृद्धि गर्दै कीर्तिपुरमा साइकल संरचना विकासमा योगदान पुऱ्याउने छ।

## दीर्घकालीन लक्ष्य

यस कार्यक्रमले कीर्तिपुर नगरपालिकाले भर्खरै सम्पन्न गरेको साइकल गुरुयोजना अनुरूप यस नगरीलाई साइकल शहरका रूपमा रूपान्तर गर्ने क्रममा साइकल स्कुल, साइकल म्य"जियम, साइकल संरचनाले सुसज्जित बनाई अनुसन्धान केन्द्र तथा साहसिक सबै किसिमको साइकल गतिविधिको केन्द्रका रूपमा कीर्तिपुरलाई भविष्यमा स्थापित बनाउने उद्देश्य प"र्तिमा यस कार्यक्रमले प्रारम्भिक कालदेखि महत्वप"र्ण टेवा पुऱ्याउने विश्वास लिइएको छ।

## कार्यक्रम प्याकेज

- साम"हिक रूपमा अग्रीम साइकल बुक गर्नेलाई छुटको व्यवस्था
- कीर्तिपुरबासीलाई विशेष छुटको व्यवस्था
- हप्ता वा महिना दिनको प्याकेज लिनेलाई विशेष छुट
- ब्याट्री एक्सचेन्जको सुविधासहित इसाइकलको प्रवन्ध
- साइकल मर्मतको आवश्यक सुविधा
- विद्यार्थी तथा केटाकेटी र महिलाका लागि विशेष प्याकेजको व्यवस्था
- नियमित साइकल प्रशिक्षण तथा तालिमको व्यवस्था

साइकल शहर निर्माण गुरुयोजना अनुरूप  
कीर्तिपुर साइकल सेयरिड तथा रेन्टल सर्भिस  
समुद्घाटन समारोह

कीर्तिपुर नगरपालिका, काठमाडौं  
२०७९ साल बैसाख १ गते

आयोजक: कीर्तिपुर नगरपालिकाको कार्यालय, काठमाडौं  
सहआयोजक : प्याङ्क बाइक, काठमाडौं

हार्दिक निमन्त्रणा

साइकल शहर निर्माण गुरुयोजना अनुरूप  
कीर्तिपुर साइकल सेयरिड तथा रेन्टल सर्भिस  
समुद्घाटन समारोहमा

नयाँ वर्ष २०६९ सालको शुभकामनासहित यहाँको गरिमामय उपस्थितिका लागि  
हार्दिक अनुरोध गर्दछौं ।

स्थान: कीर्तिपुर नगरपालिका, काठमाडौं

मिति: २०७९ साल बैसाख १ गते

समय: विहान ठीक ८:०० बजे

रमेश महर्जन  
नगरप्रमुख

सरस्वती खड्का  
नगर उपप्रमुख