

EST-2/10/12

जा.क्र./मनपा/आस्था-२/१७५/२०१५  
कार्यालय महानगरपालिका, औरंगाबाद  
दिनांक :- ०७ / १२ / २०१५

प्रति,

मा. सिस्टीम मॅनेजर (ई-गव्हर्नन्स)  
संगणक विभाग  
महानगरपालिका, औरंगाबाद.

विषय :- औरंगाबाद महानगरपालिकेच्या वेबसाईटसाठी माहिती उपलब्ध करून देणे बाबत.

संदर्भ :- जा.क्र./मनपा/उआ/स्वीस/३३ दिनांक ०५/१२/२०१५

महोदय,

उपरोक्त संदर्भीय विषयाच्या अनुषंगाने आपणास कळविण्यात येते की, आस्थापना-२ विभागामार्फत मोबाईल ग्रुप सॅवे अंतर्गत ऐअरटेल कंपनीशी करारनामा करण्यात आलेला असून त्याची छायांकित प्रत यापत्रासोबत पाठविण्यात येत आहे.

सोबत : वरील प्रमाणे

सोबत : वरील प्रमाणे

३१

आस्थापना अधिकारी-२  
महानगरपालिका, औरंगाबाद करीता.

याची प्रत :

१) मा. उप आयुक्त, महानगरपालिका, औरंगाबाद यांना माहितीस्तव सविनय सादर.

२  
१/१५/२०१५

१/१५/२०१५





# औरंगाबाद महानगरपालिका औरंगाबाद

दुरध्वनी क्र.०२४०२-३३३५३६ ते ४०

ज.क्र.मनपा/आ.सं.म-२/२०१५/ 80f

दिनांक :- 10/06/2015

प्रति,  
व्यवस्थापक,  
भारतीय एरटेल लिमिटेड,  
५/५/२७,१/२५,देवेकर प्लाझा,पहिला मजला,  
कोकणवाडी,स्टेशन रोड,औरंगाबाद

**विषय :- औरंगाबाद महानगरपालिका औरंगाबाद**  
एरटेल भ्रमणध्वनी सेवा सुरु करणे बाबत पुरवठा आदेशाबाबत.  
**संदर्भ :-** आपले विनंती अर्ज दि.०७/०५/२०१५

उपरोक्त विषयी व संदर्भीय विनंती अर्जाच्या अनुषंगाने आपणास खालील दरानुसार एरटेल भ्रमणध्वनी सेवा औरंगाबाद महानगरपालिकेच्या स.पदाधिकारी/स नगरसेवक आणि अधिकारी/कर्मचारी यांना झालेल्या करारानुसार भ्रमणध्वनी सेवा सुरु करण्यात यावी. (करारनामा दि. १०/०६/२०१५ ते ३१/०३/२०१७)

Sr.No.	Plan Name	Rate
1.	Monthly Rental(in Rs.)	99/-
2.	CUG	Free
3.	National Roaming Rental	free
4.	International roaming Rental	free
5.	Clip Charges	free
6.	Itemized Billing	free
7.	Any Other Pack Charges	NA
8.	Local Call rates	
9.	CUG	Free
10.	Airtel to Airtel	0.30
11.	To other Mobiles	0.30
12.	To Landline	0.50
13.	STD Rates	
14.	CUG	
15.	Airtel to Airtel	0.50
16.	To other Mobile	0.50
17.	To Landline	0.50
18.	Roaming (within India)	
19.	All Incoming calls	1 Rs
20.	Outgoing Local Calls	1 Rs
21.	Outgoing STD Calls	1.5 Rs
22.	SMS Rates	
23.	Local	0.30
24.	National	0.30

25.	International	5 Rs
26.	ISD Rates	Standard Rates applicable
27.	USA & Canada : Landline Australia, New Zealand, UK, Germany, France & SE Asia (excluding Premium Destinations)	6.4 Rs
28.	SAARC : China, Russia, Egypt, South Africa, Kenya, Nigeria, Japan, South Korea, mobile Numbers in Australia UK Germany & France (excluding Premium Destinations)	10 Rs
29.	Middle East Including UAE & Saudi Arabia	11 Rs
30.	Afghanistan Mobile Numbers in New Zealand Italy Netherlands Switzerland Rest of Europe Rest of Africa Rest of world (excluding Premium Destinations)	15 Rs
31.	Bulgaria Pacific Rim Countries North Korea (excluding Premium Destination)	45 Rs
32.	Premium Destinations	100 Rs
33.	Satellite Calls	550 Rs
34.	Freebies in the Plan	400 Local Min & 200 Local & National SMS Free

मा.आयुक्त महोदय यांच्या मान्यतेनुसार

उपआयुक्त (महसुल)

महानगरपालिका औरंगाबाद

7/3/16  
7/3/16

Received by

M. Mirza

Mashar Mirza

10/06/2015

# भारतीय गैर न्यायिक

## भारत INDIA

रु. 500

FIVE HUNDRED  
RUPEES

पाँच सौ रुपये

सत्यमेव जयते

Rs. 500

INDIA NON JUDICIAL

जिल्हा कार्यालय  
**MAHARASHTRA**  
**5 JUN 2015**  
 मुद्रांक प्रमुख लिपीक  
 व.क्र. अ. औरंगाबाद.

5412 500X6 = 3000/- = 9 JUN 2015 U 336176  
 अ.क्र. किंमत दिनांक सौ. निर्मला शाह  
 मुद्रांक विक्रेता  
 जि.अ.कार्यालय, औरंगाबाद  
 परवाना क्र. 3101019  
 कोणासाठी न्व्वाकती एअरटेल लि.  
 हस्ते: महार बेग पाशा बेग  
 अवरार काली, चालार परिवार सोळाफ

**BHARTI AIRTEL LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at Bharti Crescent, 1, Nelson Mandela Road, Vasant Kunj, Phase II, New Delhi - 110 070 and Maharashtra & Goa Service Area Office at Interface Building No.7,7th Floor, Off Link Road, Malad (W),Mumbai-400 064 (hereinafter referred to as "AIRTEL", which expression shall, wherever the context so permits, mean and include its successors and permitted assigns), of the FIRST PART,

AND

Aurangabad Municipal Corporation, Having Its Registered Office At Aurangabad Municipal Corporation Building ,Town Hall 431001,Here In After referred to as " AMC "(Which Expression Shall ,Unless It Be Repugnant Of Contrary To The Meaning And Context There Of, Be Deemed To Mean And Include Its Successors And Assigns)Represented Here In By Its Duly Authorized Deputy Municipal Commissioner, Aurangabad Municipal Corporation, PARTY OF THE SECOND PART.

दस्तावा प्रकार / अनुच्छेद क्रमांक-

दस्त गोपनीय करणार असेल का?

नोंदणी झेणार अस्त्याच दुय्यम निबंधक कार्यालयचे नाव-

मिळवणीचे वर्ग-

मुद्रांक विभाग येणार्याचे नाव- भारती एअरटेल लि.

दुय्यम पत्रकाराचे नाव-

सबसे अस्त्याच कार्याचे नाव व पता- महाराष्ट्र वेग पत्रा वेग साताप रिमल नोव्हें

मुद्रांक शुल्क रक्कम- 3000/-

दिनांक-

मुद्रांक विभागाचे नाव व जिल्हा अस्त्याच- 5412

मुद्रांक विभाग येणार्याची सही-

**- 9 JUN 2015**

परवानग्याच मुद्रांक विभागाची सही

परवाना क्रमांक- 3101019

मुद्रांक विभागाचे नाव- सौ. निर्मला के. शर्मा पता- जिल्हाधिकारी कार्यालय परिसर, साताप

*Signature*

- AND WHEREAS Aurangabad Municipal Corporation (AMC) Had Earlier invited Offers From Different Telecom Operators For Fixing Mobile Rates For Period OF Two Years.
- Wherein On Final Securitization Of The Various Tenders Submitted By cellular Operators For Fixing Mobile Rates For Two years And After Carrying Out Detailed Survey Of The Same It Was noticed That The Rates Quoted By Bharti Airtel Ltd Where The Lowest As Compared To Other Telecom Operators..
- Hence The Tender Submitted By Bharti Airtel Ltd Was Finally Approved And Selected By AMC Authorities For Fixing Mobile Rates For Two Years.
- The Below detail Comparative Statement Clearly Indicates That The Rates Quoted By Bharti Airtel Ltd Where The Lowest Due To Which AMC Agreed To Record The Same In Writing By Executing An Agreement Between The Parties on The Below Agreed terms Andes Conditions:-
- **NOW THE AGREEMENT IS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**
- **Terms Of Service/Exclusivity:**
  - The Mobile Phone Connectivity Offered By Bharti Airtel Ltd To Officers/Employees Of Aurangabad Municipal Corporation Shall Be valid Period of 2 Years From The Date Of Execution Of These Presents. The Same Shall Be renewed By Mutual Consent Of Both Parties. This Arrangement is exclusively For AMC Officers/employee Only and not applicable to any temporary staff or agent. Any Third Party User Shall be Liable For immediate Suspension. AMC Agrees And Assures To Bharti Airtel Ltd That All Its Existing



जिल्हा  
महाराष्ट्र MAHARASHTRA  
कार्यालय  
कंपागार  
औरंगाबाद

5 JUN 2015

मुद्रांक प्रमुख लिपीक  
जि.अ.औरंगाबाद.

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रजि. नं. --- ची पुरवणी फुर्सत ---

किंमत --- 500 --- दिनांक 9 JUN 2015

U 336177

सौ. निर्मला शाह  
मुद्रांक विक्रेता  
जि.अ.कार्यालय, औरंगाबाद  
परवाना क्र. 3101019

- Officers/employee or any new joiner's in near future shall be restricted to us Bharti Airtel Ltd Mobile Services Only and not any other operators services, Which Should be Mandatory for all officers/employed (Both Existing /New)As The Case may Be. None Of The AMC Officers/employees can opt for the option of migrating the said Bharti Airtel Ltd connection to a market open plan of Bharti Airtel Ltd (Maharashtra & Goa) AMC Shall Keep All Concerned officers /employee posted of the said fact and ensure compliance to that effect.
- AMC assures & agrees that they would extend all the required support to Bharti Airtel Ltd By circulating the official tie up letter across all AMC Group officers across all zones in Aurangabad so as to extend the benefits of the plan to individual users of concerned zones/locations:
  - C) Bharti Airtel Ltd will be the single telecom services provider for AMC Officials all across the locations where AMC

Offices are located. Bharti Airtel Ltd would be the Exclusive Service provider For all the COCP And COIP Connection For AMC.

• **Service:**

- Any Facilities or services to be provided if shall be provided subject to the condition that they are part and parcel of this agreement not otherwise. Any Dispute Created By Any Officers/employee for the same, for no reason Bharti Airtel Ltd shall be liable to defend the same at the officers/employees cost and consequences. None Of the AMC officers/employees Shall be entitled to migrate to any other plan other then the one Annexed hereto without obtaining Explicit Consent in writing Form Bharti Airtel Ltd Signatory.
- Any issue or problem with the Quality of services provided by Bharti Airtel Ltd to AMC officers/employees shall be firstly escalated to the Relationship Manager. In absence of any positive response from him the same shall be escalated to the level of Zonal Manager-Aurangabad, who will be the final authority to take necessary inputs and report the actual cause of action. In case of any force majeure events such as rains, floods, Heavy congestion of network beyond the control of Bharti Airtel Ltd Authorities or major technical failure or MSC/BSC failure shall reasons shall not be considered for AMC to Exit from The Contract. AMC shall communicate the same in writing to Bharti Airtel Ltd for rectifying such errors & in turn extend the desired support or an opportunity for Bharti Airtel Ltd to rectify the network or any problems faced locally.
- Bharti Airtel Ltd assures that network facility will be provided and to such officers/employees at various locations where in Bharti Airtel Ltd has launched its services only. In case of unavoidable circumstances or due to any technical reason/s beyond of Bharti Airtel Ltd in such circumstances AMC officers/employees are expected to extend all desired support to Bharti Airtel Ltd.

• **C) Bill Payment Responsibilities & Duties :**

- it is expressly agreed by and between the parties that primarily it shall be the responsibility of the Second Party Or Concerned AMC Individual officer/employees as the case may be availing the Bharti Airtel Ltd Mobile Connection to make good the payments of the bills raised against him on or before the due date to avoid uninterrupted services.
- Bharti Airtel Ltd shall raise the bills every month in respect of the amount payable by the AMC officer/employees as the case may be, bill will be dispatched at the given address mentioned on the subscription form from time to time. The tariff plan as Annexed here to would be the same for both AMC paid connections and individual paid connection.
  - The bill should be given only in soft copies and hard copies and should be sent within 7 days of bill generation date
  - AMC will pay monthly bills on or before 20<sup>th</sup> of every month
  - SMS blast on Bharti Airtel Ltd subscriber base of Aurangabad requested by AMC, subject to the approval from concerned Authorities and provided the same does not affect the network operations of Bharti





जिल्हा कार्यालय  
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 - 5 JUN 2015  
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 व.को.अ. औरंगाबाद.

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 रजि. नं. --- ची पुरवणी पूर्त्ता ---  
 किंमत 500 --- दिनांक 9 JUN 2015

U 336178  
 सौ. निर्मला शाह  
 मुद्रांक विक्रेता  
 लि.अ.कार्यालय, औरंगाबाद  
 परवाना क्र. 3101019

- Airtel Ltd ,if the network is going to be affected in any manner Bharti Airtel Ltd reserves the right to accept or reject such request/s, on time basis for social causes at free of charges.
- Bharti Airtel Ltd shall have a dedicated sales Executive to sell new connection at AMC as and when required . The said Agreement will be renewed by mutual consent of both parties and in case the revised agreed terms and conditions are not accepted by parties on completion of 02 years then AMC can opt for calling fresh offers from the different Telecom Operators, of the city but not without obtaining written consent from Bharti Airtel Ltd Authorities.

- D) REVISION IN TARIFF IF ANY:
- Any new notification or guidelines if issued by TRAI there could be a possibility of revision in tariff rates considering the notification or guidelines issued by TRAI which would be decided at the sole discretion of Bharti Airtel Ltd AMC shall not have any right to object for same. Bharti Airtel Ltd shall in turn intimate and inform AMC of any such change is required.
- The sales 7 service executives of Bharti Airtel Ltd shall always be there to support AMC officers/employees and in turn provide after sales services, But in case of un-avoidable

circumstances beyond the control of the sales executives or if the executive/s is not in town AMC officers/employees are executives in order to resolve the issue amicably and in good faith.

- The company paid SIM CARDS shall be issued and activated in 24 hours of receiving the documents for new connection But subject to the condition that all AMC officers/employees to whom Bharti Airtel Ltd connection is allotted shall abide to the documentary compliance as per

guidelines of DOT/TRAI/VTL as set from time to time subject to the terms and conditions stipulated the CAF form required to be filed in by every officer /employee using a mobile connection of Bharti Airtel Ltd. The mobile connection allotted to the officer/employee shall be offered in the name of the concerned officer/employee only and only to those who have legally been registered with

- Bharti airtel Ltd and whose documents as desired by Bharti Airtel Ltd are submitted and complied fully as per the requirement of Bharti Airtel Ltd. Any mobile connection that is offered in name of AMC officers/employees/signatories & if being used by any third party the consequences of the same shall be borne by concerned officials and not Bharti Airtel Ltd. AMC agrees to the fact that their officers/employees signatories are well aware of the guidelines of DOT/TRAI/VTM & hence their SIM Card cannot be used by any third party than the individual under whose name the same is registered shall be responsible and liable if the SIM Card is mis-used in any manner whatsoever.
- All International Roaming & STD Facility will be activated on those number which are company owned & company paid by AMC by strictly on request made in writing within hours from the date of receipt of such requites from authorized signatory The mobile connection which are Company owned & Company Paid by AMC against them no Deposit & Activation charges would be charged for international Roaming & ISD Facilities Only.
- AMC Also ensure that they would obtain an undertaking Cum Indemnity From their officers/employees/signatories to whom they have agreed to give the international Roaming / ISD Facilities so that regular checks are being kept to ensure the said facility / services are used for the purpose assigned to strictly and not for personal use as the case may be. AMC also confirms the same in writing to Bharti Airtel Ltd of such Undertaking Cum Indemnity obtained and signed by all concerned officers which would help both AMC & Bharti Airtel Ltd to avoid future complications if any.
- Bharti Airtel Ltd shall have a dedicated Relationship Manger to resolve issues of AMC/employees but subject to the condition that the officers/employees have cleared their dues and o/s due to Bharti Airtel Ltd From time to time. Any payment dispute shall be resolved as per the policy and procedures laid down by Bharti Airtel Ltd to reach to some concrete solution. In absence of the Zonal Head-Aurangabad shall attend to any such issues as and when required.
- it is further agreed by and between the parties that the Relationship Manager shall try his level best to resolve issues but issues beyond his control or Requiring support or any efforts or any from circle office at Pune. Shall be resolved based on the inputs received from the circle team in Pune which may be a matter of concern/discussion based on which decision can be taken .At all times the Zonal Manger shall be kept posted of all such issues and their status from time to time.
- Bharti Airtel Ltd shall hold service camps and try educating the AMC officers/employees about the services or updating them on the same so that they are in a position to make use of all such



**MAHARASHTRA**  
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 औरंगाबाद  
 05 JUN 2015  
 मुद्रांक प्रमुख लिपीक  
 व. लो. अ. औरंगाबाद.

5412  
 रजि. नं. --- ची पुरवणी पुर्तता <sup>3</sup> ---  
 किंमत 500 ₹ 9 JUN 2015 दिनांक ---

U 336179  
 सौ. निर्मला शाह  
 मुद्रांक विक्रेता  
 जि.अ.कार्यालय, औरंगाबाद  
 परवाना क्र. 3101019

services to the fullest extent. But the same would not be applicable if the below listed problems are foreseen or observed:

- o Type of Hand set used by AMC officers or employees
- o Particular facility cannot be activated on a particular handset.
- o Hand set is old and not upgraded version.
- o Hand set is defective or needs to be repaired.
- **E) Tax & Levy:**
  - Taxes & Levies will be as set out in individual bills raised by Bharti Airtel Ltd to the Subscriber ie user from time to time
- **F) Dispute Resolution Mechanisam:**
  - Any tariff issues requiring immediate intervention of Bharti Airtel Ltd concerned officers shall be strictly routed or addressed to the below detailed hierarchy of officers of Bharti Airtel Ltd for resolution if any.
  - Tariff Billing related issues may please be addressed to the account service Manager Bharti Airtel Ltd
  - (Currently this position is handled by Mrs Kainaz Mehta )
  - Legal issues may Please be addressed to Deputy General Manger-Legal Bharti Airtel Ltd Pune
  - (Currently this position is handled by Mr Binu Puri )
  - Administrative related issues may please addressed to Manger- Sales Bharti Airtel Ltd Aurangabad (Currently this position is handled by Mr Mazhar Mirza)

Other than the above designated officers of the company, none of the persons shall be held liable or responsible for any act or incidence occurring in any location/areas where AMC officers/employees are placed. Any changes in the above personnel will be updated to the AMC Authorized signatory on email.

- **G) Validity:** this agreement is valid for a period of 02 years w.e.f 25<sup>th</sup> June 2015 and valid up to 24<sup>th</sup> June 2017 unless terminated or extended in writing by the parties. On renewal by mutual consent of both parties a fresh agreement shall be executed between parties on expiry of 02 years period
  
- **H) Termination:**
- Bharti Airtel Ltd reserve the right to terminate this agreement on following conditions:-
- On breach of any of the terms and conditions, if any provisions of the agreement is found unenforceable..
- If any of the above conditions and obligations stipulated herein are not observed by AMC officials / employees /signatories.
- If Bharti Airtel Ltd feels that its interest in any manner is adversely affected.
- Failure on the part of AMC officers/employees/signatories to correct or cure any material breach of any obligations under this agreement within 15 days after receipt of any written communication to that effect from Bharti Airtel Ltd specifying such breach.
- AMC shall only be liable to exit from this agreement or port out on expiry of 02 years and not prior to the same in AMC exits from the contract then they are liable to pay Bharti Airtel Ltd for the damages/loss sustained for balance years and Bharti Airtel Ltd shall be liable to claim for the same.
- On expiry of the period of 02 years (lock in period) AMC can exit from this
  - Agreement on serving advance notice of 3 month to Bharti Airtel Ltd not otherwise failing which Bharti Airtel Ltd shall reserve the right to take appropriate action at the cost and consequences of AMC.
  
- Any change in plan or revision if desired by AMC officials/signatories the same shall only be entertained by Bharti Airtel Ltd once in 02 years and not prior to that Bharti Airtel Ltd shall not be forced to accept the Changes as and when demanded the said change shall in no manner be forced on Bharti Airtel Ltd or considered as a reason for AMC to exit from this agreement.
- AMC reserves right to terminate the agreement by giving 7 days notice to Bharti Airtel Ltd for any reason after the expiry of two years from a date of execution of agreement.
- **Representation & indemnification:**
- Either parties hereby accept to the other party that all representations & indemnification passed onto the other party under this agreement shall be legal and factually correct and It has necessary authorization to pass such information to other party
- AMC officers/employees agree to Indemnify and keep Bharti Airtel Ltd indemnified all claims,
- Demands, damages, assertions of liability whether civil criminal of any kind nature whatsoever arising out of resulting from their availing the mobile services of Bharti Airtel Ltd including but not limited to the following :

भारतीय गैर न्यायिक  
भारत INDIA

₹. 500



FIVE HUNDRED  
RUPEES

पाँच सौ रुपये

सत्यमेव जयते

Rs. 500

INDIA NON JUDICIAL

जिल्हाराज्य LAHARASHTRA  
कार्यालय औरंगाबाद  
- 5 JUN 2015  
मुद्रांक लिपीक  
व.का.अ.औरंगाबाद.

रजि. नं. 5412 ची पुरवणी पुर्तता 4

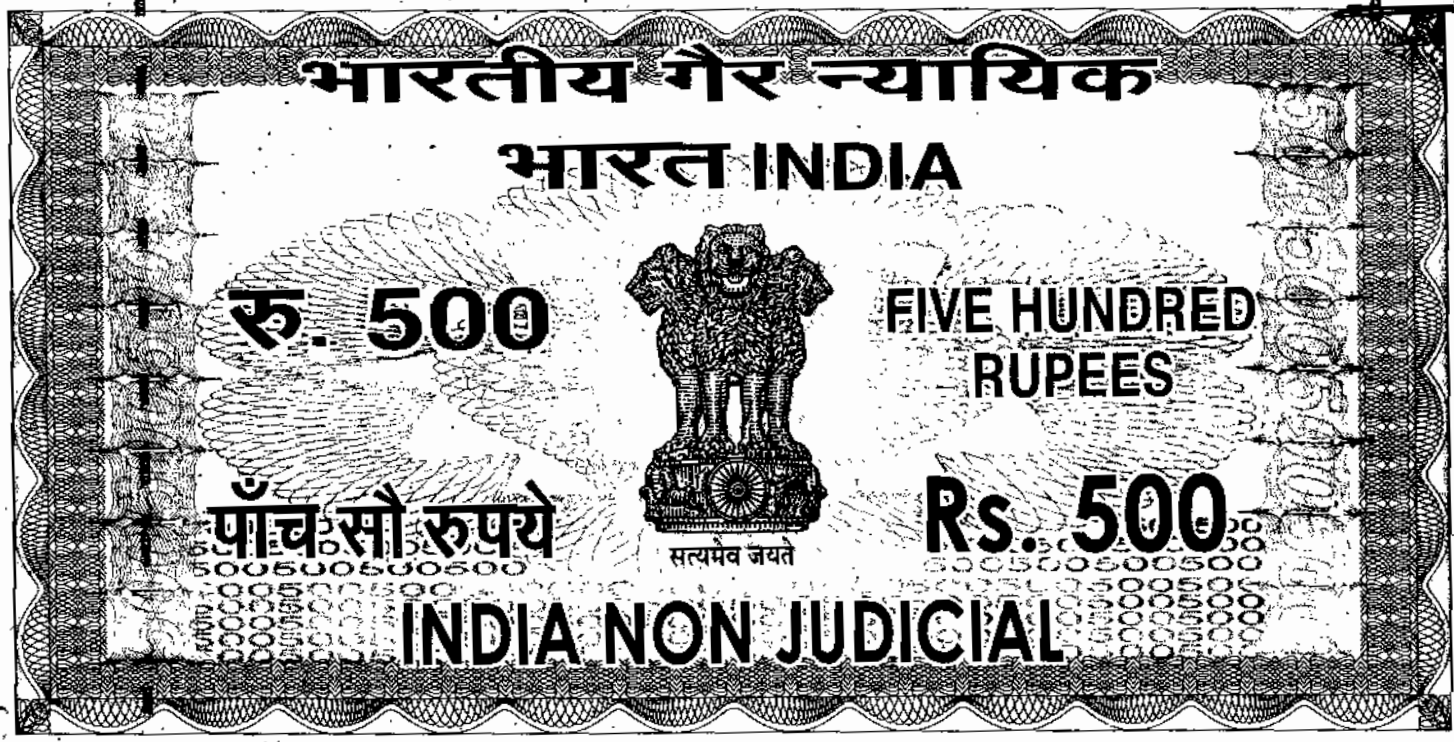
किंमत 300 दिनांक 9 JUN 2015

U 336180

सौ. निर्मला शाह  
मुद्रांक विक्रेता  
जि.अ.कार्यालय, औरंगाबाद  
परवाना क्र. 3101019

- Any breach of representations and warranties hereof or any of the terms and conditions or other provisions hereof or any action or omission hereunder:
- Any failure in complying with all applicable legislations, statues, ordinances, regulations. Administrative rulings or requirement of law.
- J) Force Majeure:
- The performance by either party of its obligations under this agreement shall be excused for a period that is reasonable under the circumstances beyond such parties control such acts of god. riot, strike, war (including political instability which may result to causing of any war , destruction or strike placing employees or those under either party's control in potential danger) fire , explosion natural disasters.
- Bharti Airtel Ltd may terminate this agreement id such force majeure continues for a period of thirty (30) calendar days.

P-201096



महाराष्ट्र MAHARASHTRA  
कार्यालय औरंगाबाद  
- 9 JUN 2015  
मुद्रांक प्रमुख लिपिक  
व. को. अ. औरंगाबाद

5412  
रजि. नं. --- ची पुरवणी पुर्तता ---  
किंमत 300 - 9 JUN 2015  
दिनांक ---  
K) Arbitration & Jurisdiction:

U 336181  
सौ. निर्मला शाह  
मुद्रांक विक्रेता  
जि.अ. कार्यालय, औरंगाबाद  
परवाना क्र. 3101019

In the event of any dispute arising differences between the parties here to out of or in connection to the provisions of this agreement or any action taken here under the parties here to thoroughly explore all possibilities for an amicable settlement .In case the same cannot be reached such disputes and differences or controversies shall be referred to the Arbitrator one each appointed by either party in accordance with the provisions of the Arbitration & Conciliation Act,1996 and the venue of such Arbitration shall be in Aurangabad. This Agreement shall be governed in accordance with the laws of India. The will be subject to the exclusive jurisdiction of the courts of Mumbai.

IN WITNESS WHERE OF THE PARTIES HERE TO HAVE SET THEIR HANDS HERE UNTO ON THIS 8<sup>TH</sup> DAY OF June 2015 (18/06/2015 ते 31/08/2017)

For & On Behalf of  
Aurangabad Municipal Corporation  
Name: उप आयुक्त (महसुल)  
Designation: Addl. District Municipal Commissioner (A.BAD) औरंगाबाद.  
Commissioner (A.BAD)  
Witnesses: Reshma Ashtakar Qureshi  
Signature: Res  
Name: standing committee (member)  
Address: Santa Nagar Aurangabad of A.M.C

For & On Behalf of  
Bharti Airtel Ltd  
Name: mazhar mirza  
Designation: TSM.  
Witnesses:  
Signature:  
Name:  
Address: