

I/We declare and undertake that the above information is wholly true. I/We have read and understood the terms and conditions mentioned in the Annexure forming integral part of this Application Form. I/We hereby agree to abide by them.

Dated : _____

Signature/Left thumb impression
of the applicant/authorized signatory

Seal of Company/Institution
(if applicable)

TERMS AND CONDITIONS:

These Terms and Conditions form an integral part of the accompanying PCO Application Form ("PCOAF") and govern the provision of the Services (as defined hereunder) by Bharat Sanchar Nigam Limited (BSNL) and/or any Designated PCO Operator, pursuant to the said PCOAF.

1. This agreement between PCO Operator and BSNL shall be on Principal to Principal basis (P2P) and neither party can bind the other except as provided in this agreement.
2. BSNL shall not be responsible for conduct of the business of the PCO. Any risk/loss associated with running of the PCO shall be borne by the PCO Operator only.
3. The PCO Operator will be provided connectivity with BSNL's network through wire line/wireless connection. The Telephone number allocated to PCO Operator shall remain exclusive property of BSNL, PCO Operator being allowed only during the agreement period to use it to obtain access to the network and telephone number shall be deemed to have been returned by the PCO Operator upon the termination/determination hereof and/ or upon disconnection or temporary suspension of services.
4. Except where and to the extent an exception has been granted by BSNL either specific to the operator or in general covering all or select operators, the PCO operator will provide only the BSNL/TEC type/interface approved telephone instrument, a charge indicator operating on 16 KHz, Printer or an attachment at his own cost. The Charge indicator would not be programmable locally.
5. As part of price arrangements between BSNL and the PCO Operator, the PCO Operator agrees to deposit with BSNL, as refundable security deposit, such amount(s) as may be determined by BSNL from time to time. PCO Operator also hereby gives BSNL the irrevocable right to increase the amount of security deposit from time to time either as a general policy for PCOs or specific to the PCO Operator which may be decided by it based on payment practice of the PCO Operator or other considerations and the PCO Operator agrees to deposit the sum asked by BSNL. The PCO Operator hereby gives BSNL the irrevocable right to forfeit/adjust or apply the said amount of security deposit, including the additional amounts of security deposit, in full or in part satisfaction of any sums due from the PCO Operator to BSNL at any time. The PCO Operator shall continue to be liable to make payment for balance dues, if any still remaining unpaid, to BSNL.
6. The PCO Operator shall comply with all applicable laws, bye- laws, rules, regulations, orders, directions, notifications etc. of the Government / Court /tribunals and shall also comply with all directions issued by BSNL which relate to operation, of PCOs and provide BSNL with all information and co-operation that BSNL may reasonably require from time to time.
7. The PCO Operator will fully cooperate with BSNL to investigate any complaint from the public.
8. BSNL will have the right to inspect the premises at any time, without notice, so as to ensure that the PCO is working as per the prescribed conditions of the agreement as also that the charges taken from the public are within the maximum prescribed limits.
9. The PCO Operator will not be entitled to any rebate on account of alleged wrong calls or alleged excess metering.
10. The PCO Operator will permit his customers to make calls free of charge from his PCO to all emergency service numbers and all the toll free numbers and shall not deny access to such numbers in any manner, whatsoever.
11. The PCO Operator shall be free to advertise the existence of the facilities of his PCO.
12. All applicable taxes/cess/duties etc. that may be levied by the Government /local authorities etc. will be billed to the PCO Operator's account.
13. PCO Operator will not use, or allow the services of his PCO to be used by any person, for any unlawful, immoral, improper or abusive purpose or for sending obscene, indecent, threatening, harassing, unsolicited message or messages affecting/ infringing national interest, nor create any damage or risk to BSNL or its Network and /or other PCO Operators.
14. Except as specifically provided in this agreement, either party may end the agreement by giving the other party not less than 15 days prior written notice to end this agreement but such a notice shall not absolve PCO Operator of its liability to make the payments of the amounts that may be due and outstanding as on date of notice or as may become due subsequently.
15. During the period of 15 days notice by the PCO Operator for ending this agreement and disconnection of PCO, the PCO shall be treated as working even if the said PCO was not in use and the PCO Operator will be liable to pay all the charges including minimum guaranteed revenue as applicable.
16. Notwithstanding anything contained in this agreement and without any liability to pay or compensate for any loss of business in any way, BSNL may at its sole discretion and unilaterally revoke or suspend this agreement with the PCO Operator and/or withdraw the services either totally or partially at any time without giving any notice if:
 - (i) the PCO is found to be used in any activity in violation of any law of the country or, for any unlawful, immoral, improper or abusive purpose or for sending obscene, indecent, threatening, harassing, unsolicited message or messages to any person,
 - (ii) the PCO Operator is creating any damage or risk to BSNL or its Network and /or other PCO Operators,
 - (iii) breach or violation of any of the terms & conditions of the agreement is being or has been committed by the PCO Operator including but not limited to non-payment of bill by due date,
 - (iv) a direction from Government is received in the interests of maintenance of law and order, public safety and interest or defense of India, Civil Defence or Internal Security
Provided the authority in BSNL shall not take any action under this clause unless the authority has recorded in writing the reasons for doing so:
Provided further that the authority in BSNL shall, within seven days of taking action under this clause, inform, in writing, the PCO Operator of the action taken together with reasons thereof.
17. All the operations or actions of the PCO Operator or his employees or representative with respect to operation of PCO will be subject to provision of Indian telegraph Act 1885 and Rules made there under, as amended from time to time, including any re-enactment, notification, bye-Laws, Rules or directions issued or to be issued by Government or Appropriate Authorities, as the case may be.
18. In case of any dispute arising between the PCO Operator and BSNL, the dispute shall be referred to the sole arbitration of the General Manager Telecom or a person so appointed by him to act as arbitrator on his behalf. Provisions of Arbitrations & Conciliations Act 1996 or any Statutory Modifications or amendments/re-enactments thereof and the rules made there under and for the time being in force shall apply on such arbitration proceedings.
19. The PCO Operator will display prominently a signboard of appropriate size indicating the name and logo/Brand name of BSNL and the information prescribed by BSNL from time to time.
20. The PCO Operator hereby guarantees minimum revenue generation, as prescribed by BSNL from time to time, through calls made from PCO and in the event of revenue generated from calls falling short of this minimum guaranteed revenue in a month, undertakes to compensate BSNL to the extent of such shortfall.
21. The PCO Operator agrees to make payment of all bills regularly to BSNL by due date and billing cycle specified by BSNL and in the case of non-payment of such bill or bills or dues by the due date, the PCO(s) will be liable to be disconnected straight forth without any notice.
22. Subject to the conditions mentioned in this agreement BSNL hereby agrees to charge the PCO Operator on the basis of metered calls at the "defined rates" prescribed by BSNL from time to time irrespective of actual collection by the PCO Operator from his customers and the PCO Operator agrees to pay accordingly. The amount so arrived at will be paid by the PCO Operator along with the applicable Service Tax and Cess. The PCO Operator hereby authorizes BSNL to prescribe maximum limit of the price which he/she can charge from his/her customers. BSNL may, at its sole discretion, revise such maximum limit of price to be charged by the PCO Operator from time to time.
23. BSNL shall have full right to modify at any time the terms and conditions of the agreement without any notice to PCO Operator. The PCO Operator agrees to abide by the policy, Rules, Regulations & instructions of BSNL as revised/modified from time to time, in respect of all matters including the amount of the security deposit, limits on call charges to be charged from the public, defined rate payable by the PCO Operator etc.
24. This agreement is non transferable and BSNL's mere acceptance of payment from a person other than the PCO Operator will not amount to BSNL having transferred or modified any of the terms and conditions of agreement and obligations to the PCO Operator to such third party. The PCO Operator hereby agrees and undertakes to pay all dues & outstanding to BSNL irrespective of whether bills for such dues or outstanding are issued during the currency of agreement or on termination of agreement as case may be, even if any dispute is pending between the PCO Operator & BSNL.
25. This agreement is made between the PCO Operator and GMTD _____ shall be deemed to have come into force on the day the PCO Operator starts operating the PCO by using connectivity provided by BSNL on the basis of this application cum agreement form and shall initially be valid for three(3) years. Further the said agreement will be deemed to have been accepted by GMTD _____ if the PCO is sanctioned and the connectivity from BSNL network is provided on the basis of this application as soon as the said PCO is allotted by an officer authorized in his behalf.
26. BSNL shall not be liable for any Act of commission or omission of PCO Operator or any third party/ Supplier/Manufacturer including any other service provider offering any privilege or benefits to the PCO Operator.

GMTD or Authorized Signatory on behalf of BSNL
SEAL

(Signature of the PCO Operator)

PART-B (For office use only)

1. Application received on _____
2. Registration No _____ Date _____
3. Cash receipt No.(in case of cash payment) _____ Date _____
4. Category allotted: (URBAN / RURAL) _____
5. Indicator No. allotted: _____
6. Selling agent / DSA Code : _____
7. O.B.No. _____ Date _____
8. Date of activation of PCO _____

Signature of authorized signatory on behalf of BSNL