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भारत संचार निगम लिमिटेड  
(भारत सरकार का उपक्रम)  
**BHARAT SANCHAR NIGAM LIMITED**  
(A Govt. of India Enterprise)

No: 2-1/2014-PHA

Dated: 21<sup>th</sup> November, 2014

To,

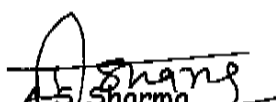
The Chief General Manager,  
Bharat Sanchar Nigam Limited.  
All Telecom Circles/Metro Telephone Districts,

**Sub: Modification in Terms & Conditions of Customer Agreement Form (CAF) for new Landline Telephone Connection- reg.**


Kindly refer to this office letter no. 2-1/2010-PHA dated 05.10.2012 (Available on intranet), whereby modified Landline CAF was issued. Now, as per TRAI's Audit Report on Basic services (2012-13)-Action Taken Report (ATR), modification in some clauses of "Terms & Conditions" of landline CAF has been made (as per Annexure-A attached herewith).

Therefore, it is requested to kindly get the Terms & Conditions of Landline CAF with modified clauses be printed and CAF available on the websites of the circles may also be updated accordingly. It is also requested to follow the instruction already circulated vide letter no. 2-2/2010-PHA dated 19-01-2011 (Circular no. 01/2011-PHA) (Available on BSNL intranet) to comply TRAI guideline that "customer shall be intimated about tariff plan subscribed by him/her within a week".

This is issued with the approval of the Competent Authority.

  
A.S. Sharma  
DGM (CS-CFA)

Copy to: Sr.GM (CIT), BSNL CO for necessary modification in Terms & conditions of Landline CAF of BSNL website.

  
K.S. Singh  
AGM (PHA)

Regd. & Corporate Office Bharat Sanchar Bhawan, Janpath, New Delhi - 110001,  
Website: [www.bsnl.co.in](http://www.bsnl.co.in)

**Annexure - A**

Clause/ Para No.	Descriptions of clauses in existing CAF	Modification in CAF clauses as per TRAI Guidelines
2.1	BSNL will use its commercially reasonable best efforts to provide service to the customer. The customer agrees that, to maintain or improve service, or for other business reasons, BSNL may at its sole discretion modify or temporarily restrict or suspend all or part of the services <i>without notice</i> . The Customer acknowledges that the services are subject to transmission limitations caused by atmospheric or topographical conditions or equipment failures beyond the reasonable control of BSNL. Services may be temporarily refused, interrupted or curtailed due to government's regulations or orders, system capacity limitation or equipment modification, up gradation, relocation, repair, maintenance and similar activities necessary for the proper operations of the services.	BSNL will provide service to the customer depending upon the techno-commercial viability & technical feasibility. The customer agrees that, to maintain or improve service, or for other business reasons, BSNL may at its sole discretion modify or temporarily restrict or suspend all or part of the services after due intimation to customer. The Customer acknowledges that the services are subject to transmission limitations caused by atmospheric or topographical conditions or equipment failures beyond the reasonable control of BSNL. Services may be temporarily refused, interrupted or curtailed due to government's regulations or orders, system capacity limitation or equipment modification, up gradation, relocation, repair, maintenance and similar activities necessary for the proper operations of the services
5.2	The rate of deposits, connection charges, fixed monthly charges, call charges and other payable charges are set out in the "Tariff Schedule" as notified by BSNL. BSNL shall have the option to vary the tariff, charges for value added services, supplementary services and any other conditions of services, <b>retrospectively or prospectively</b> and the same shall be binding on the customer.	The rate of deposits, connection charges, fixed monthly charges, call charges and other payable charges are set out in the "Tariff Schedule" as notified by BSNL. BSNL shall have the option to vary the tariff, charges for value added services, supplementary services and any other conditions of services, prospectively and the same shall be binding on the customer
5.6	Where a security deposit has been paid. BSNL is entitled to retain it and apply it as it decides in full or partial satisfaction of any sums due from the customer to BSNL any time. <b>No interest will be paid on deposit.</b>	Where a security deposit has been paid, BSNL is entitled to retain it and apply it as it decides in full or partial satisfaction of any sums due from the customer to BSNL any time. In case of closure of connection, if security deposit is not refunded within stipulated period of sixty days, an interest at the rate of 10% per annum will be paid for the delay.
5.10	BSNL is entitled to change, vary, add and withdraw any services/supplementary services/ scheme s/ plans etc. and/or vary the terms and charges at any time at its <b>sole discretion</b> . The rates/charges may also change as per the directions of TRAI or any statutory authority from time to time.	BSNL is entitled to change, vary, add and withdraw any services / supplementary services/ schemes/ plans etc. and /or vary the terms and charges at any time at its <b>techno-commercial viability &amp; technical feasibility after due intimation to customer</b> . The rates/charges may also change as per the directions of TRAI or any statutory authority from time to time.
4(iii)	It is observed across PAN India; the customer shall be <b>informed in writing</b> , in accordance with Regulations, directions, & orders issued by authority, not later than one week after the activation of service about the tariff plan subscribed by him/her.	In this regard, instruction was already circulated to all field units of BSNL vide letter no. 2-2/2010-PHA dated 19-01-2011( <u>Circular no. 01/2011-PHA</u> )(Available on BSNL intranet). However, it is again reiterated.

