



# BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprise)

## UP (West) Telecom Circle

### CUSTOMER APPLICATION FORM FOR GLOBAL SATELLITE PHONE SERVICE (GSPS)

www.bsnl.co.in | Helpline Toll Free No. 1800 425\_ 1957

Paste recent Passport size photograph of applicant (Do not staple) Please sign across, sign should overlap on photo and form

CAF No./Barcode  GSPS No.

SIM No.  IMSI No.

#### Kindly fill-up the form in BLOCK letters

Filling of all the details is mandatory, Please tick (✓) the appropriate box. In case any field is not applicable, the same should be written as NA

1. Type of Connection: Post Paid  Pre Paid  2. Category: Govt.  Commercial  Individual

3. Type of Customer: Govt.  PSU  Organisation  Individual  Bulk  If Other specify

4. Customer's/ Organization Name: (As per POI attached)

5. Father's/Husband's/Authorized Signatory Name:

6. Date of Birth:  Age:  8. Gender: (Mark Tick) M  F  9. PROFESSION:

7. UID No. (Aadhar No.):  11. PAN/GIR No.:

8. Nationality:  9. Contact Nos. i.  ii.

10. Email ID:

11. Bill to be sent at: Present/Local Address  Permanent / Headquarter Address:

12. Present/Local Address (As given in Proof of Address document)

House No.  Street Address

Locality/Tehsil:

City/District:  State/UT  PIN:

13. Permanent / Headquarter Address (To be filled in mandatorily by outstation customers, supporting PoA document mandatory)

House No.  Street Address

Locality/Tehsil:

City/District:  State/UT  PIN:

14. Photo ID Proof Document Type: Driving  Voter ID Card  Passport  PAN Card  Bank Pass Book  If Other Specify

Document No.  Date of Issue:

Place of Issue:  Issuing Authority:

15. Address Proof Document Type: Driving  Voter ID Card  Passport  State  Bank Pass Book  If Other

Document No.  Date of Issue:

Place of Issue:  Issuing Authority:

16. Tariff Plan Applied:  23. Value Added Services Applied (if any):

17. Services/Facilities required: STD  ISD  International Roaming  Others

18. Place of use of GSPS Connection (Address and Co-ordinates-Lat/Long in six figures) :

House No.  Street Address

Locality/Tehsil:

City/District:  State/UT  PIN:

Latitude Co-ordinate:  Longitude Co-ordinate:

19. Period of Use of GSPS connection:

20. Purpose for which GSPS connections are required:

21. No. of GSPS connections required (In case of bulk user):

22. Details of other GSPS/ Inmarsat Service connection working on my name and my Organisation / Department, if any:

S.	GSPS No./Inmarsat No. & Type	Name of Customer	Office address	S.	GSPS No./Inmarsat No. & Type	Name of Customer	Office address
1.				2.			
3.				4.			
5.				6.			

Reason for taking multiple connection(s):

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**23. Payment Details** (To be filled in case of Post-paid/Pre-paid Connection):

Cash  Cheque  Credit Card  Debit Card  Auto Debit  Bank A/c

Bank Name:  Branch:  IFSC Code:

24. You may note that this GSPS no. will be registered under NCPR (Do-Not-Disturb Registry) to avoid unwanted commercial communication

**25. Customer's Declaration:**

25.1 I/We hereby declare that information given above is true to the best of my knowledge, I/We will abide by the prevailing Telegraph Act/Rules framed there under and tariffs as amended from time to time. I/We am/are not a defaulter on account of non-payment of bills for any telecom services provided by any service provider. I/We have read and understood the terms and conditions for GLOBAL SATELLITE PHONE SERVICE (GSPS) and accept them as binding on me/us. I/We have understood all rates, charges and related terms and conditions at which telecom services are provided by BSNL as applicable on this date and as amended from time to time. I/We confirm that the information/particulars supplied by me/us is correct in all respects. I/We declare that in case of roaming abroad my usage amount will not exceed the limit prescribed by FEMA regulation. I/We understand that the connection/SIM is non-transferable. Any misuse of connection/SIM by customer or any other person or furnishing of incorrect or incomplete information is illegal and liable for criminal action including recovery of penalty imposed for not reporting all connections.

25.2 I/We understand that in case of objection by Govt. of India –DoT/WPC/ MHA, my/our GSPS connection will be disconnected immediately without assigning any reason/notice and I/We shall deposit the GSPS Terminal to BSNL within 7 days of the notice through email/post whichever is earlier.

25.3 I/We understand that WPC License fee per Annum is payable in advance i.e. initially at the time of registration for new GSPS connection and thereafter periodically every year. I also understand that permission of use of GSPS terminal is granted initially for 3 years only.

25.4 I/We shall take adequate safe guards against misuse of GSPS Terminal/service connection and facility shall be utilized for the genuine requirement only. I/We shall ensure that adequate safe guards are taken against the risk of Militant outfit gaining access to the use of GSPS connection/terminal belonging to me/us by threat or coercion.

**Customer**

Signature of Customer with Date and Seal

**26. Declaration by Point of Sale (POS)**

(a) The customer acquisition form has been signed by the applicant in my presence. I have seen the applicant and matched the photo pasted on customer application form with him/her. The photocopy of identity and address proof has been matched and verified with the original with the applicant.

(b) Declaration by POS in case of outstation customer.

Certified that local reference has been contacted on contact no. \_\_\_\_\_, who verified bonafides of the outstation customer.  
 Calling No. \_\_\_\_\_ Date and Time of Call \_\_\_\_\_

Sign & Stamp

POS Name.....  
 Code:.....  
 Date:.....

**27. Declaration of Franchisee/BSNL Staff**

(a) It is Certified that I have Checked the CAF as per the DOT guidelines and entered the subscriber details correctly in the BSNL database.

Franchisee / BSNL Staff  
 Name.....  
 Code:.....  
 Stamp.....

Sign with Date.....

**35. Declaration by BSNL employee activating the SIM**

(a) Certified that all the documentary requirement has been completed and subscriber details have been entered in the database before activation of the SIM. (b) Certified that local reference in case of outstation customer has been contacted on contact no. \_\_\_\_\_, who verified bonafides of the outstation customer.  
 Calling No. \_\_\_\_\_ Date and Time of Call \_\_\_\_\_  
 (c) Details of Add-on/Value Added facilities as requested by Customer and Tariff plan(s) etc. activated on the SIM Card \_\_\_\_\_  
 (d) Initial activation done on date \_\_\_\_\_  
 (e) Final activation done after tele-verification on date \_\_\_\_\_

Employee Name.....  
 Designation:.....  
 Sign with Date & Stamp

CAF No.:	<input type="text"/>	Name of subscriber:	<input type="text"/>	GSPS No.applied for:	+91- <input type="text"/>
Type of POI.:	<input type="text"/>	Issuing Authority*:	<input type="text"/>	Date of Issue:	<input type="text"/>
Type of POA.:	<input type="text"/>	Issuing Authority*:	<input type="text"/>	Date of Issue:	<input type="text"/>
Make of GSPS Terminal:	<input type="text"/>	Model of GSPS Terminal :	<input type="text"/>	Serial No.. of GSPS Terminal:	<input type="text"/>
				IMEI No. of GSPS Terminal:	<input type="text"/>

Received with thanks an amount of Rs..... by cash/Draft/Cheque No..... Dated..... Issued from ..... Bank.....City.....

Name of POS.:  Stamp\*:  Signature:  Date:

**Important Note: For activation please dial 1507 using your new SIM in 1-2 days for Tele-verification.**

## Agreement / Terms & Conditions

On acceptance of duly signed Order form for Post-paid/Pre-paid GSPS Connection (hereafter called as "Post-paid/Pre-paid GSPS") from customer by BSNL, an agreement is hereby formed between the customer, named in the order form (hereinafter referred to as the "Customer") of the one part

and  
Bharat Sanchar Nigam Limited having its Circle office at Shastri Nagar Telephone Exchange, Tejarhi Chauraha, Meerut (U.P.) and having its Registered Office at Bharat Sanchar Bhawan, Janpath, New Delhi 110 001 (hereinafter referred to as "BSNL-UP(West)") of the other part

The customer has been provided with the details of different plans/ schemes including applicable call charges & tariff. The customer has understood the same & exercised his choice accordingly.

BSNL has already provided a SIM Card along with PIN (Customer's security code) and a personalized telephone number to enable the customer to use GSPS services of BSNL in its licensed service area of GSPS service i.e. whole of India.

**Now, it is hereby agreed by & between the parties:**

### Period of Agreement :-

- 1.1 This agreement will come into effect from the date of signing of the terms & conditions and/ or activation of SIM whichever is later & shall be valid unless terminated by either of the party.
- 1.2 The agreement period shall be limited to the last date of validity of the license of BSNL for the operation of Satellite based services in the licensed service area i.e. whole of India along with its extension as received from time to time from the licensor i.e. Department of Telecommunications, Ministry of communications, Government of India. It is also subject to all applicable laws, bylaws, rules, regulations, notifications, orders, directions of the Government (Centre & State) / Local Municipality/ Court/Tribunal.
- 1.3 BSNL reserves the right to terminate the subscription of any customer who is not competent to enter into any contract under the Indian Contract Act, 1872.
- 1.4 Except as provided elsewhere either party may end the agreement by written notice giving not less than 30 days to the other party but such a notice shall not absolve the customer of its liability to make payments of the accounts that may be due and outstanding on the date of such notice or as may become due subsequently.

### 2. The said SIM card of personalized GSPS number shall remain exclusive property of BSNL.

The customer is licensed to use it to obtain access to the network during the Agreement period only and shall return the same to BSNL upon the termination/ determination hereof and/ or upon disconnection of service.

2.1 BSNL GSPS connection/SIM card shall be non-transferable in nature. Any private transfer effected by the customer shall not absolve the customer of his primary duty towards

- a) BSNL for usage charges levied pertaining to such particular connection/ SIM card and/ or
- b) Proper usage as envisaged under [Clause 5.1](#).
- 2.2 BSNL's acceptance of payment from a person other than the customer shall not amount to BSNL having transferred or modified any of rights & obligations to the customer or to such third parties.

2.3 For addition/ deletion/ change in any supplementary services/ plan / scheme/ features, customer shall submit order in the requisite form and shall be bound by the additional terms thereof.

2.3.1 Any withdrawal/ change in supplementary services/ plan / scheme/ features shall entitle the customer to adjustment/ refund of the money already paid as per applicable terms & conditions.

2.4 After 90 days of permanent disconnection of the GSPS service, BSNL reserves the right to allot the telephone no. to another Customer. The customer shall not have any right on the said GSPS number.

2.5 The warranty of SIM card shall be six months from the date of its purchase. The faulty SIMs during the warranty period shall be replaced by BSNL free of charge.

2.5.1 The faulty SIMs beyond warranty period shall be replaced against charges as applicable for issue of duplicate SIM card.

### 3. Duties & Responsibilities of the Customer :-

- 3.1 The Customer hereby agrees that
  - a) He will not use the GSPS connection/ service for any unlawful/ illegal/ immoral purposes.
  - b) He will not use improper/ abusive/ indecent/ threatening/ harassing language on the GSPS connection.
  - c) He will not send obscene, indecent, threatening, harassing, unsolicited messages or messages affecting/ infringing national interest to create any damage or risk to BSNL or its equipment/ network and/ or other customers.

3.1.1 In case of failure to observe above conditions, BSNL reserves the right to disconnect service without liability, at its sole discretion.

3.2 The Customer will be responsible for safe keeping of SIM/GSPS Handset provided to him to gain access to GSPS network of BSNL.

3.2.1 In case of loss of SIM card by the customer, the same shall be reported to BSNL at the earliest.

3.2.2 The liability arising from the unauthorized use/ misuse of SIM card shall be borne by/ lie on the customer.

3.2.3 On request from the customer, BSNL shall issue duplicate new SIM card against Charges as set out in the tariff schedule from time to time.

3.3 The Customer will provide all information and cooperation to BSNL that BSNL may reasonably require from time to time.

3.4 The customer hereby agrees to indemnify and hold BSNL harmless against any claim against BSNL for libel or slander arising out of communications sent or received by customer on BSNL's network. The customer shall also indemnify BSNL for any claim against BSNL arising out of any infringement or violation of copy right by the customer or by anyone else using the GSPS connection of the customer.

### 4. Duties & Responsibilities of BSNL :-

4.1 BSNL shall be at liberty to provide the GSPS under any brand name.

4.2 BSNL reserves the right to seek/ verify financial and other information that customer's Banker/ Credit provides and such other sources and reserves the right to reject subscription even after activation for any reasons without liability.

4.3 The information provided by customer in the order form and/ or subsequent forms and/ or collected/ gathered by BSNL shall be property of BSNL even if application is rejected/ refused and/ or connection is disconnected. BSNL may use the said information in any manner, if deems fit.

4.4 BSNL will not be liable to the customer for any loss of business, profit, revenue or goodwill, anticipated savings use of contracts or for any indirect or consequential loss howsoever it arises.

4.5 BSNL shall not be liable for any delayed activation.

4.6 BSNL will not be liable for any dealings for the customer with any party which is not authorized to deal on its behalf.

4.7 BSNL is not responsible for the acts of Franchisees/Business Associates/ Direct Selling Agents/ PCO holders/ Channel Partners/ Dealers/ Retailers with regard to the scheme which are not authorized by BSNL or which are purported to have been offered on behalf of BSNL without the latter's sanction.

4.8 BSNL shall not be responsible for any civil or criminal liability incurred by the customer due to misuse of the service provided by BSNL i.e. any acts of commission or omission by the customer.

BSNL shall not be liable for any act of commission or omission of any third party/suppliers/manufacturers including any agency/company offering any privilege or benefits to customer without specific permission or authority of BSNL.

4.10 BSNL will not be held liable in case GSPS are affected outside its control viz. Atmospheric conditions, Structures (Building/ Bridges) & proximity of Base Stations, acts of God or any other Force Majeure conditions.

### 5. Services :-

5.1 The scope of GSPS is governed by the statutory guidelines issued by the Telecom Regulatory Authority & Govt. of India within the parameters of license agreement executed with the Ministry of Communications, Govt. of India. The Global satellite phone services are governed by the Telegraph Act, 1885 and the Indian Telegraph Rules, 1951 framed under the same act, as amended from time to time and the customer shall abide by them.

5.2 BSNL is entitled to change, vary, add, withdraw any services/additional services, supplementary services etc. and or change, vary, alter, delete, withdraw any/all charges/prices/discounts/surcharges, etc. related thereto including equipments, accessory(ies) and/or prices thereto etc. at any time in its sole discretion for one or more or all customers.

5.3 BSNL will test the equipment prior to activation & customer shall ensure its functionalities thereafter. BSNL shall not be responsible for any of the defect/ fault etc. which is not expressly covered by the manufacturer of the equipment.

### 6. Privacy of communication is not guaranteed which is subject to Regulation of the Government.

6.1 BSNL may withdraw/ add/ change/ vary any services/ supplementary services/ scheme/ plans etc. and /or to vary the terms and change at any time in compliance with the directions of the Govt. agencies.

### 7. Charges :-

7.1 The rates/ charges may change as per the directives of TRAI/ any statutory authority from time to time.

7.2 Any increase/addition/introduction of taxes and/or levy of taxes, duties or any other statutory charges, etc. in future shall be to the customer's account. No separate notice will be issued to him in this regard and the same shall be deemed to be part of tariff.

7.3 All discounts or other special benefits announced by BSNL from time to time shall have the time limitation. BSNL shall have the right to withdraw/ vary/ extend any/ all such discounts, etc. at any time without notice.

7.4 A service tax or any other tax as notified from time to time, by the Govt. of India/ Govt. of J&K (as applicable) shall be levied on all charges payable by the customer.

### 8. Billing and Payment :

8.1 The billing cycle shall normally run on monthly basis or such other frequency as may be decided by BSNL from time to time and periodic bills will be issued accordingly. The customer is responsible to pay his bills by the prescribed date. It is incumbent on the customer to enquire for his/ her balance and settle the same in case of non receipt of monthly bill for any reason whatsoever.

8.2 BSNL reserves the right to raise interim bills and the customer agrees to make such interim payment as and when required by BSNL, based on internal credit rating of BSNL.

8.3 Bills will be sent to the billing address of customer as furnished by him/ her. For any change of address, the billing department should receive notification in writing well in advance to change the address along with such proof to accept the change.

(a) In case any charges are disputed, customer shall intimate BSNL within two days of receipt of bills. In case of non receipt of such information the charges will be presumed to have been accepted. Customer shall have to pay full amount of even disputed charges pending settlement of disputes.

8.4 The customer agrees to pay to BSNL the subscription charges, call charges, value added service charges, supplementary service charges as per the tariff plan opted by the subscriber. BSNL charges for calls made from GSPS to fixed/mobile network and vice versa, monthly rental, STD/ISD charges, SMS, Delivery reports, Roaming call charges for incoming/outgoing and other VAS services, license fee other taxes and duties etc. and other charges payable for services as published and notified by BSNL as per tariff applicable from time to time.

8.5 All charges and other sums to be paid by customer are due for payment by prescribed due date. All charges must be paid in full without any deduction, set off with holding. All payments must be made in favour of Account Officer, Global Satellite Phone Service, BSNL/any designated AO (cash), BSNL.

8.6 The present rate of deposits connection charges, monthly rental 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, retrospectively or from the future date and the same shall be binding on the customer.

8.7 If the customer GSPS handset or a SIM is lost or stolen the customer should inform BSNL immediately. This notification will authorize BSNL to suspend all or any part of the services and/or disconnect the customer GSPS handset from the network. However, the customer remains liable for charges for all the calls made before such notification and suspension of services made by BSNL.

8.8 The customer must pay the call charges in respect of all calls made/ received during the agreement period from / to his/ her GSPS number and/ or SIM whether or not authorized by a customer and whether or not exceed any credit limit, if any, agreed between BSNL and the customer this equally applies to all the other payments.

8.9 The loss of or inability to use the customer GSPS handset or a SIM does not bring the agreement or the customer liability to pay the charges to the end.

8.10 Where a security deposit has been paid, the BSNL is entitled to retain it and apply it as it decides, in full or to the partial satisfaction of any sums due from the customer to BSNL any time. At the end of the agreement period, provided all sums payable to BSNL have been duly paid, the balance (if any) of the deposit or fee will be repaid to the customer on fulfillment of such conditions as may be intimated by BSNL. No interest will be paid on the deposit. BSNL reserves the right to adjust security deposit of the BSNL connection of one member of a family against the bill of the other BSNL connection(s) issued by other family member(s).

8.11 The call pulse rates shall be governed by the rules and regulations as specified by regulatory authorities from time to time and/ or specifically specified by BSNL.

8.12 Itemized monthly bills are available on the request and are chargeable in nature at such rate as may be decided by BSNL from time to time.

8.13 Penal Charges for delayed Payment: The payment against monthly bills beyond the stipulated date shall entail an interest charges @ 2% per month or such other rate fixed amount as may be decided by BSNL from time to time over the payment from the date it became due. This however is without prejudice to rights of BSNL to suspend the services partially or fully due to non-payment.

### 9. Suspension and Disconnection

9.1 BSNL may at any time suspend, without notice and without any liability, the service wholly or partially and/or disconnect any customer equipment from the network for any reason which is found to be reasonable by BSNL including any of the following circumstances.

a) Due to any discrepancy noticed in the material particulars provided in the form overleaf including address confirmation. In case it is found that the information furnished in the order form is incorrect/ false and/ or the document enclosed are not truthful/ genuine, the telephone services provided are liable to be withdrawn immediately without any notice. In addition action may be taken by Police / Security agencies as deemed fit.

b) The nonpayment of bills beyond the due date The BSNL reserves the right to totally or partially disconnect the customer in case of nonpayment of the due bill by the due date or in case the cheque is dishonored. Although no notice is mandatory, all warning or a SMS message notified to the customer on his mobile number or any other verbal or written communication shall be construed as due notice in this regard.

c) During technical failures, modification or repair or testing of the network.

d) BSNL reserves the right totally or partially disconnect the customer connection or to put him on local call facility or only incoming facility with or without notifying him in the case of his exceeding the prescribed credit limit. BSNL does not however guarantee to effect such suspension /disconnection immediately upon the customer reaching the credit limit. The BSNL has the right to predetermine and prefix the credit limit to usage of Air Time Services, PSTN services and other Value Added Services. In the event of the customer having exceeded his predetermined limit he will be responsible to pay all the calls made and services obtained even beyond the stated limit.

e) When the agreement is terminated owing to any reason in consonance with the terms of this agreement.

f) Any other reason which is found to be reasonable by BSNL warranting suspension / disconnection.

### 10 Dispute Resolution/Arbitration

10.1 All such dispute & differences that may arise between the parties hereto as to the meaning, construction or effect of the terms & provisions of this agreement or as to the right or claim of the either party under this agreement shall be referred to the sole arbitration of Chief General Manager Telecom, BSNL, UP(West) Circle or his nominee including any officer/ executive of BSNL nominated by him.

10.1.1 The customer will not raise any objection in any such appointment that arbitrator so appointed is employee of the BSNL.

10.1.2 The same will be settled by Arbitration conducted in accordance with the Provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof or any rules made thereof.

### 11 Notice :-

11.1: Any notice pursuant to this agreement shall be deemed duly given or made when they have been delivered by regd. Post/ Email/ by hand addressed to the party at the address set forth at the beginning of this agreement or to such other address as has been given to the other party in writing.

### 12. Litigation :-

- 5.4 Any repairs/ exchange carried out by BSNL at the request of customer for defects, etc. shall be charged from the customer as per BSNL policy on the subject from time to time.
- 5.4.1 In case of suspension/ disconnection etc. reconnection may be made by BSNL in its sole discretion on such additional terms as BSNL may determine.

12.1 The Courts at the headquarter of UP(West) Circle viz. Meerut shall have exclusive jurisdiction under this agreement.

**I confirm that I have read the terms & conditions and agree to abide by them.**

**Signature of Customer**

