

LANDLINE/FTTH EAUCTION TERMS & CONDITIONS

Definitions: For the purpose of these terms and conditions, the following words and phrases shall have the meaning respectively assigned to them as under:

- (a) "Base Price" or "Base value" means the minimum price fixed by the Company as floor price for the Vanity Number.
- (b) "Company" shall mean BHARAT SANCHAR NIGAM LIMITED.
- (c) H1,H2,H3 "Customer" or "Bidder" shall mean any individual group of individuals, firm, and company lodging a bid for the Vanity Number auction, through www.eauction.bsnl.co.in and The prospective customer/ Firms must be a Citizen of India/ Indian Registered Company.
- (d) "Vanity Number" or "vanity no." means the special category of telephone numbers belonging to the Company, posted for bidding and sale.
- The customer has to pay two kinds of Fee for participating in LL/FTTH Eaucion through online **1) one time registration fee of Rs 500(Non refundable)** to be paid to participate in LL/FTTH Eaucion for life time applicable to that particular userid or login id. **2) customer has to pay 50% of base value(refundable based on refund rules of H1,H2,H3)** in advance for the selected LL/FTTH vanity number which will be adjusted in final bid amount, finally the customer has to pay in CSC **[(bid amount + %GST) - fee(50%base value which is already paid by customer)]**
 - LL/FTTH Vanity Number auction is available only for the Customers (above 18 years of individuals) and customer has to select LL/FTTH vanity number based on his **STD CODE or Exchange area only** whose installation address falls within that Exchange area served by STD Levels other wise BSNL cannot able to provide physical LL/FTTH connection.
 - After paying fee[50% of base value in advance (refundable based on refund rules of H1,H2,H3)], **customer has to place the Minimum bid compulsory by clicking on "CLICK TO BID" button " in My Bid status menu inorder to be H1 Bidder.**
 - Fee**(50%base value of selected LL/FTTH vanity no which is already paid by customer.)** is Refunded to customers(other than H1,H2,H3) with in 10 days after completion of Eaucion cycle end date of the respective state.
 - If H1 has taken LL/FTTH physical connection for H1 bid amount and time for H1 to take LL/FTTH physical connection is 7 days, then H2,H3 customer's fee**(50%base value of selected LL/FTTH vanity no.)** is refunded with in 20 days after completion of Eaucion cycle end date of that respective state.
 - Incase of H1 failed to take LL/FTTH bid number within 7 days, then H1 fee **(50%base value of selected LL/FTTH vanity no.)** will be forfeited and next chance is given to H2 to take LL/FTTH physical connection for H2 bid amount and time for H2 to take LL/FTTH physical connection is 7 days, if H2 has taken LL/FTTH for H2 bid amount then H3 fee**(50%base value of selected LL/FTTH vanity no.)** is refunded with in 30 days after completion of eaucion cycle end date of that state.
 - Incase of H1,H2 failed to take bid number, then H1,H2 fee**(50%base value of selected LL/FTTH vanity no.)** will be forfeited and next chance is given to H3 to take LL/FTTH physical connection for H3 bid amount and time for H3 to take LL/FTTH physical connection is 7 days, If H3 has taken LL/FTTH physical connection or not within 7 days then H3 fee**(50%base value of selected LL/FTTH vanity no.)** also will be forfeited.
 - Incase of H1,H2,H3 bidders failed to take LL/FTTH physical connection bidden number then H1,H2,H3 fee**(50%base value of selected LL/FTTH vanity no.)** will

beforefieted and the same vanity no is reauctioned in next eauction cycle.

- Incase of BSNL Outdoor not able to provide **LL/FTTH** physical connection to H1,H2,H3 customer only due to any reason or TNF(Technically not feasible) then in that case Fee(50% base value of LL/FTTH vanity no) which is already paid in advance will be refunded back to the customer by circle/SSA
- The Highest bid amount to be paid is only for allotment of vanity LL/FTTH number. All other normal charges like security deposit,installation,plan charges,EPBT instrument charges,and etc will remain same and customer has to pay seperately as per the BSNL Published Tariff.
- Company shall not be responsible fo any delay in the processsing an submission of successful bid,caused due to internet connectivity.
- The allocation of vanity number shall be subject to,inter-alia,
 - 1) customer having valid address in the state/city/std code/exchange area to which vanity number belongs
 - 2)verification of address by the company,and
 - 3) submission of required documents for a landline connection as per the regulatory norms and the Company's policies.
- Customer shall take all necessary measures (including but not limited to changing his/her password from time to time) to protect secrecy his/her user Id and password and shall not divulge the same to any other person(s). Company shall not be held responsible for any loss or damage suffered or incurred by Customer or any third party due to any wrongful use of Customer's user Id, account or other personal information by any other person no matter how much loss or damage is caused. Where a user Id is necessary to access any part of BSNL eauction website , Customer shall use only his/her own user Id. Customer shall be responsible to immediately notify Company of any unauthorized use of Customer's user Id, account, or of any other breach of security known to Customer. Customer (and not Company) shall be responsible for maintaining records relating to Customer's transactions carried out via the BSNL eauction website . Company shall not be responsible to provide historical data or to assist in providing such information to Customer.
- Availability of the Vanity Number auction shall be subject to change, withdrawal or discontinuance at Company's discretion without the need to assign any reason to Customer and the Customer is not guaranteed any number selected by him. Company reserves the right to (i) reject Customer's bid or (ii) refuse the number selected by Customer, without assigning any reasons and assuming any liabilities. Company hereby expressly disclaims any and all liabilities for any inaccuracy, errors or discrepancies on the BSNL eauction website in relation to the Vanity Number auction or for rejection of the Customer's bid.
- Company shall under no circumstances be liable or responsible for any loss, injury or damage to Customer, or any other party whomsoever, arising on account of any transaction contracted via the BSNL eauciton website.
- Company shall not have any liability for any delay or any fault in the connection or default in the performance of its obligations under these terms and conditions caused by circumstances beyond its control including but not restricted to acts of God/nature, acts of the public, enemy, decrees or restraints by governmental authorities, failure of computer systems/connection, strikes, war, riots, insurrections, civil commotion and other causes of such nature. In any of the events mentioned above, Company shall for the duration of such event, be relieved of any such obligation under these terms and conditions as is affected by the said event, PROVIDED that the

provisions of these terms and conditions shall remain in force with regard to all other obligations under these terms and conditions which are not affected by such event.

- Customer understands and acknowledges that the Vanity Number is not permanent in nature and is subject to any change in the National Numbering Plan of the Dept. of Telecommunications (DoT). In the event of any such change in the said numbering plan of DoT, Company will have to withdraw the Vanity Number, as may be advised by DoT, and in such event, the Company will not be liable for any compensation to the Customer nor be liable to refund the amount paid by the Customer.
- The vanity number will be sole property of BSNL & customer who bids the same will be the user only & have no right to sell or re-offer to any agency or any other .
- It will be not binding on the part of BSNL to provide connection, if the successful Bidder's address falls in the area of TNF (Technically Non-Feasible).
- Company reserves the right to initiate civil/criminal proceedings and/or other legal action against the Customer in case of breach of any of the terms and conditions set forth herein.
- This site is developed and managed by BSNL which has the sole discretion in changing the terms from time to time to bear responsibility and is the sole property of the company.
- LL/FTTH vanity number cost will not be refunded to customer while disconnection or closure of LL/FTTH vanity number after allotment and No interest is payable for any amount paid for bid price/registration fee and In the event of All India Shift/interexchange shift, vanity number ceases to exist and no refund is payable.
- No resale of vanity number is permitted and Third party transfer of vanity number connection is not permitted.
- BSNL reserves the right to accept any of the successful bid or even to reject based on anticipated auction price and may repeat the auction process for particular or a group of vanity nos.
- BSNL reserves the right to cancel the LL/FTTH vanity number allotment without assigning any reason.
- BSNL reserves the right to extend /modify /cancel the LL/FTTH auction process without assigning any reason .
- The customer will sign and submit this "terms & conditions" sheet along with the application for new connection form for the allotted number while submitting the request Bid.
- Company reserves the right to change/modify these terms and conditions in any manner from time to time without being liable to assign any reason for the same or to inform the Customer or any third party about such change/s.
- In addition to these terms and conditions, Customer shall be bound by the terms and conditions of other documents, which he signs with regard to the bid for Vanity Number auction and the terms of use of the www.eauction.bsnl.co.in website. Customer shall have to carefully read the various terms and conditions and disclaimers posted on the website www.eauction.bsnl.co.in and shall be bound by the same.
- I have read & thoroughly gone through the above terms ,conditions& clauses & I fully

agree and abide by the same.

I Agree to the terms and conditions stated above.