



**No. BSNLCO-NPBB/21(11)/1/**

**Dated 14.06.2021**

To,

The CGMs

All Telecom Circles and Metro Districts.

**Subject: Open Policy for engagement of Wi-Fi Partners for provisioning of Wi-Fi services for Enterprise (bulk plans) and retail customers-regarding.**

1. BSNL is primarily providing Wi-Fi services on bulk user plans through various models i.e CAPEX based (Wi-Fi MDO/25K tender), revenue share basis and through empanelment as per open policy dated 25.04.2020.
2. The enterprise Wi-Fi Open policy also could not pick up due to various reasons. Also Despite, provisions of retail plans are in place for revenue share model as well, the same could not pick up pace as well.
3. Meanwhile, DoT has published framework and Guidelines for Registration under PM WANI for provisioning of Wi-Fi retail services. Frame work finalized by DoT can be referred from DoT website.
- 3.1 To begin with retail services under this scheme, BSNL has been asked to leverage its fiber and broadband infrastructure to PDOAs (Public Data Office aggregators) registered with DoT.
- 3.2 BSNL has also been asked to register itself as PDOA and migrate its existing Wi-Fi Access Points to PM-WANI framework for better utilization of Access Points.
4. The integration formalities and registration of BSNL as PDOA for PM-WANI is in process. However, it is important that existing open policy is made more flexible and lucrative for empanelment of Wi-Fi partners on revenue share basis and enormous potential in Enterprise as well as retail segment could be tapped. Later on, after launch of PM-WANI retail services, Wi-Fi partners may be pursued.
5. Therefore, with the given setup of Wi-Fi services, three business models viz. Model-I, Model-II and Model-III is being proposed whereby utilization of resources and flexibility for meeting needs of end customers can be achieved in cost effective way.
6. The revised open Policy for provisioning of Wi-Fi Enterprise and Retail services is attached at **Annexure-I**.
7. Circle shall start popularizing the policy and start engaging Wi-Fi Partners with immediate effect. The agreement including terms and conditions of the Open Policy at the annexure-I shall be signed by circle/BA levels.
8. BSNL has set up Wi-Fi hotspots in 25K and USOF rural Wi-Fi Hotspots across the country. Considering miniscule revenue generation from deployed MDO Wi-Fi Hotspots, circles shall explore the possibilities of shifting/relocating Wi-Fi Hotspots to locations where data demands of population is not sufficiently met through mobile networks. Such retail models can be immediately started with

MDO Wi-Fi Hotspots. Rural Wi-Fi Hotspots of USOF project, however, may not be considered for the relocation, till further orders.

9. PWP level agreements signed by BSNL Corporate office for Model-III shall be informed to circles subsequently. BBNW NOC Bangalore shall make necessary arrangements for implementation of agreement signed by circles with OEMs for Model I and Model-II.
10. Accounting and reconciliation of sold vouchers with respect to IN reports (reports from Wi-Fi Core) and voucher reports shall be done by BBNW Circle in coordination with ITPC.
11. This is issued with the Approval of CMD (BSNL).



Sushma Mishra  
**GM (NWP-BB) BSNL CO**

Copy to:

- 1) CMD, BSNL for kind information, please.
- 2) Director (HR) / Director (CM)/ Director(EB)/Director ( fin) for kind info
- 3) CGM(ITPC)/CGM(BBNW) for info and necessary action

## OPEN POLICY FOR PUBLIC Wi-Fi PARTNERS FOR ENTERPRISE AND RETAIL SERVICES

### 1. Retail Wi-Fi:

- (i) Retail Wi-Fi Hotspots, called PDO (Public Data Office) in the proposed policy, in which users can walk-in and use the internet services by connecting to the Wi-Fi hotspots, shall be provisioned through the revenue share models listed below.
- (ii) The hardware and services involved in the implementation of Wi-Fi Hotspot shall be rolled out through various business models, as detailed in section 3.

### 2. Enterprise Wi-Fi :

The PWP partner shall implement a Wi-Fi solution in a commercial complex/ Govt. / Private Office etc. where a fixed bandwidth shall be extended and number of AP shall be decided by the PWP in discussion with end user. The PWP shall run the prepaid product solution / voucher sale in that premise. A committed billing linked to bandwidth enabled, as per enterprise model 3 shall be done to the PWP. The sale of voucher till the value of tariff plan shall be bundled free in the plan and sale beyond the fixed charge of plan shall be taken towards revenue share.

### 3. Models of Operation for Wi-Fi Services under Bulk and Retail Plans:

- (i) Business Partners on boarded under three models: Model-I, Model-II and Model-III shall be termed as "Public Wi-Fi Partners" (PWP) hereafter.
- (ii) New partners in addition to existing partners/HSSPs viz M/s Quadgen and M/s GoIP shall be on-boarded, under this policy for providing retail as well as enterprise services.
- (iii) Considering hardware and software investment involved, sales and marketing of Wifi services, Business Models are classified as below:

Model Name	Capex and Opex for Wi-Fi Core	Capex and Opex for Wi-Fi access point	Terminology of Wi-Fi Partner for Enterprise customer	Terminology for Retail Services	Sales and marketing of the Vouchers and level 1 mtce. of the Hotspot including housing & power under retail model only
<b>Model I</b>	BSNL	BSNL	NA	PWP	PDO
<b>Model II</b>	BSNL	PWP	PWP	PWP	PDO
<b>Model III</b>	PWP	PWP	PWP	PWP	PDO

- (iv) Public Data Office PDO, is the acronym used for Retail Hotspot locations such as retail shops may be tea/coffee/groceries where good number of foot-falls are involved.
- (v) PDOs partners shall work in conjunction with PWP (in model 1 BSNL itself is PWP) as hardware and software enablement, sales/marketing of services, is primary responsibility of PWP only. BSNL will have revenue share arrangements with PWPs only. PWP shall in turn share revenue with PDO partners through their direct arrangements.



**4. Broad level Roles and Responsibilities of BSNL and PWP in Model-I/II and Model-III:**

<b>Name of the Model</b>	<b>BSNL</b>	<b>PWP/PDO</b>
Model-I (BSNL with Core Support, Access Points and accessories support) for Retail Wifi Only	<ol style="list-style-type: none"> <li>1. Hotspot location equipments and spares like Access Point.</li> <li>2. BSNL Core systems (Captive portal, AAA, charging platform, etc).</li> <li>3. Support at BSNL Core and RPOP for configuration, O&amp;M of the deployed equipment.</li> <li>4. Lawful Interception &amp; Monitoring and regulatory compliance</li> <li>5. Revenue share arrangement settlement platform and commission for transactions.</li> <li>6. Branding of the services</li> <li>7. Front end responsibility as PDOA, in case of WANI retail services.</li> </ol>	<ol style="list-style-type: none"> <li>1. FTTH/AIRFIBRE/Cluster partner having good record of the services may be PWP/PDO.</li> <li>2. The equipment (access Point along with switch) shall be offered to Airfibre/FTTH/Cluster Partners for installation, commissioning and O&amp;M services.</li> <li>3. Accessories such as routers/ power injectors/ cables shall be given by <b>Airfibre/ FTTH/ Cluster Partners</b> for deployment of Wi-Fi Access point.</li> <li>4. Promotion and marketing of services. Sales efforts for vouchers.</li> <li>5. PWPs shall pro-actively market Wi-Fi services by educating the PDOs /customer on the usage / benefits of the service &amp; BSNL tariff plans etc. in consultation with BSNL.</li> </ol>
<b>Model-II</b> ( PWP is empaneled for Supply, Installation , Commissioning and O&M of Wi-Fi Access Systems at Enterprise Solution premises or at PDOs)	<ol style="list-style-type: none"> <li>1. BSNL Core systems (Captive portal, AAA, charging platform, etc).</li> <li>2. Lawful Interception &amp; Monitoring and regulatory compliance.</li> <li>3. Support at BSNL Core and RPOP for configuration, O&amp;M of the PWP deployed equipment.</li> <li>4. Agreement with OEM of WLC and access systems at BBNW NOC for Wi-Fi Hotspots of PWP.</li> <li>5. Revenue share arrangement settlement platform and commission for transactions.</li> <li>6. Branding of the services.</li> <li>7. Sales and marketing efforts for roping in new enterprise customers on bulk plans.</li> </ol>	<ol style="list-style-type: none"> <li>1. BSNL will register FTTH Partners/Cluster Partner having good record of services in working in BSNL's last mile network, as PWP under this Model.</li> <li>2. The PWP will supply, install, commission, operate and maintain Wi-Fi access points with all associated accessories.</li> <li>3. This partnership and shall have back to back arrangement with OEM of AP/WLC.</li> <li>4. The Access points shall be integrated with respective OEM WLC for which OEM agreement is in place at BBNW NOC Bangalore.</li> <li>5. Promotion and marketing of services.</li> </ol>
MODEL-III (Engagement of partners for deployment of Core, Access and customer premises equipment or	<ol style="list-style-type: none"> <li>1. The colocation of Core and access systems of PWP at NOC shall be permitted by BSNL.</li> <li>2. BSNL shall provide space, power and bandwidth for connecting the Core equipment free of cost.</li> </ol>	<ol style="list-style-type: none"> <li>1. PWP shall supply, install and maintain the Wi-Fi Core equipment such as WAG, WLC, EMS/CMS /Captive portal /DHCP, OCS etc in the BSNL NOC.</li> <li>2. WLC shall be Wi-Fi Certified for TM (Release 2 and above), It should</li> </ol>

using existing HSSPs for provisioning of Wi-Fi Services	<p>3. Revenue share arrangement settlement platform and commission for transactions.</p> <p>4. Branding of the services.</p> <p>5. Sales and marketing efforts for roping in new enterprise customers.</p>	<p>have proven and security hardened operating system and shall provide network services like QOS, 802.1Q, WPA, WPA2 etc. Security guidelines of DOT/ government of India/ Regulatory authority issued from time to time shall be adhered to.</p> <p>3. Data storage and compliance to LIM &amp; security related requirements.</p> <p>4. The Access Points and related accessories at customer premise.</p> <p>5. The equipment shall be commissioned after successful acceptance testing by BSNL Wi-Fi NOC.</p> <p>6. Integration of their Captive Portal with BSNL Payment Gateway for different types of digital payment service such as UPI, e-Wallets, Credit and Debit Cards, Online Banking etc.</p> <p>7. For Retail Wifi Business, PWP's shall work on non-exclusive basis and shall engage PDOs by explaining business model. They should also technically train the PDO on self-service portal to understand the voucher sales and revenue earned.</p> <p>8. For Enterprise Wifi Solution, Enterprise Sales Team shall be appointed to work along with BSNL sales team, for improving the growth of Enterprise Wi-Fi business in BSNL.</p>
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**5. Roles and responsibilities of PDOs:**

- (i) PDO shall be responsible for housing the Wi-Fi Equipment, providing housing & power, First level maintenance and sale of Recharge coupon /Voucher through mobile app.
- (ii) PDOs shall be mandatorily asked by PWP's to install Back-Lit sign boards at PDO premises with BSNL logo so that presence is felt in the vicinity. Appropriate design for the same shall be issued by BSNL.

**6. Selling of vouchers, Promotion & marketing for retail plans:**

- (i) PWP's shall provide vouchers to PDOs for selling through the mobile app. PWP's shall offer voucher denominations specific to geography and anticipated demand so as to tap market potential and generate leads. Vouchers to PDOs, shall be with the approval by BSNL.
- (ii) Mobile app for sale of recharge vouchers shall be given by BSNL/PWP and PWP's

shall enable PDO for easy sale of recharge vouchers and activation of subscribers for retail plans.

**7. Last Mile Connectivity:**

Plans	BW to Customer Premises	Connectivity Type	Charges for BW
Retail	BSNL shall extend till PDO premises	FTTH/Air Fiber	Monthly rental/plans to be paid by PDOs to BSNL.
Enterprise	BSNL shall extend BW, any extra expenditure incurred by BSNL on last mile , shall be recovered from customer and there shall be no revenue share on this with PWP	Internet leased line	To be built in Enterprise Plans as below.

**7.1 Available Plans for Enterprise Customers:** Currently available Plan charges for various range of AP plans ( 1-4 AP, 5-10 AP and 11-20 AP) shall be as below:

Min. bandwidth in Mbps	Annual Plan charges for 1-4 AP plans	Annual Plan charges for 5-10 AP plans	Annual Plan charges for 11-20 AP plans
10	300000	X	X
20	350000	X	X
30	400000	525000	X
40	450000	575000	X
50	500000	625000	900000
60	550000	675000	950000
100	Revenue share to the PWP shall be as per the no. of AP plans, however, incremental BW charges applicable which shall be payable to BSNL only.		1050000

**7.2** New plans shall be introduced as per prevailing market conditions.

**7.3** Any discounting power for these plans shall be decided by BSNL Corporate Office with the approval of Director (CFA).

**8. Revenue from the Services & Revenue share:**

**8.1** Definition of revenue:

- (i) For post-paid Enterprise Wi-Fi Bulk Users, revenue will be amount billed to enterprise customers exclusive of GST. SLAs, if any, agreed with bulk customers shall be applied back to back with the PWPs.
- (ii) For retail models, revenue shall be sale value of Wi-Fi vouchers sold to end customer through PWPs, exclusive of GST.
- (iii) The revenue share will be on gross revenue (after deduction of GST and other tax, but not net of License fee. Presently these Wi-Fi services are provided under ISP license.
- (iv) The revenue share in enterprise Wi-Fi service shall be on net realized revenue i.e. after deducting taxes as applicable.

- (v) Revenue share arrangement between PWP and PDOs under retail plans shall be decided by PWP based on level of enablement done by PWP to the PDO partner and BSNL will not have any role to play.

**8.2 Following revenue share shall be applicable to PWPs:**

Model Name	Revenue Share to the PWP
Model I	30%
Model II	50%
Model III	65%

- (i) After 2 years (from the start of 1st Wi-Fi hotspot commercialization for that partner), for subsequent years, the revenue share of the partner in model-II and III will be reduced to 45% and 60% respectively.
- (ii) Revenue shares decided for various models as above shall be applicable for Retail Wi-Fi Business and Enterprise Wi-Fi Business as infrastructure and related services involved are the same.

**8.3 Revenue share Process Flow for Retail Business:**

- (i) The process of the revenue share payment to the PWP shall be P2P (Principal to Principal) basis for retail business, as done in C-top up wallet system.
- (ii) PWPs will purchase the wallet balance in advance from BSNL.
- (iii) The customer visiting the HOTSPOT of PDO will purchase a Wifi Data pack. On Purchase of data pack using online channel, the customer will get an invoice from BSNL. In case of direct sale at PDO, Cash received from the customer is paid to PDO and the wallet is deducted with an equal amount.
- (iv) The revenue share to PWP will be paid upfront at the time of wallet purchase.

**8.4 Revenue share Process Flow for Enterprise Business:**

- (i) Once an enterprise Customer is Acquired by PWP, the details of tariff plans and related information, shall be entered in BSNL's IT system.
- (ii) The plan configuration and Billing for Bulk customers is already available in CDR System. Accordingly, the revenue Share and Tagging of the Public Wi-Fi Partner shall be done in the CDR systems.
- (iii) The revenue share reports shall be published in CDR / FMS system. FMS system shall provide Revenue Report by taking annual payments, cancellation and refunds into account. The Revenue Report is generated after realization of revenue for any given enterprise customer.
- (iv) After generation of revenue reports on FMS, Payment of Bills to PWPs shall be made centrally at Circle level, based on the online Report of Revenue Share. One central location in the circle shall be responsible for the payment of all PWPs in the circle and payment shall be made within one month from realization of revenue from enterprise customer.
- (v) In the enterprise WiFi, customers shall be billed in advance for the annual charges. The PWP partner can be paid revenue share on quarterly basis for 25% of the annual charges for first three quarters. In fourth quarter the charges shall be paid after settlement of SLA/related penalties agreed with customer.
- (vi) Rebates and compensation given by courts/TRAI/ any regulatory body to the customers, due to service deficiency, if any, shall be deducted from the due





payment to the channel partner.

- (vii) Any discrepancy found in the payment settlement shall be mutually discussed and resolved. Balance of payments arising due to any reason shall be adjusted in future. In case of bill cancellation (due to wrong billing etc.) later, any excess payment made paid to Public Wi-Fi Partner (PWP) shall be adjusted accordingly on quarterly basis.
- (viii) For the Wi-Fi bulk user plans, the SLAs agreed with customers shall be applied back to back on the PWP. However, the Public Wi-Fi Partner shall not be levied penalty for faults on part of BSNL.

## **9. Eligibility requirements:**

### **9.1 Partners (PWPs) under Model I and Model II:**

- (i) Any registered/partnership/proprietorship firm/Society including existing Telecom Infra provider, having minimum turnover of Rs 2 lakhs per year during the last three consecutive years shall be eligible.
- (ii) The registered/partnership/proprietorship firm/Society shall have worked with Telecom Service Provider(s)/ISP(s) for minimum 1 year.
- (iii) Existing FTTH Franchisee/Franchisee/Cluster Partners with good record of providing FTTH connections/BSNL services shall be eligible to become Public Wi-Fi Partners (PWP). Registration charges shall be applicable.
- (iv) Model I: One time Registration charges (non-refundable) of Rs.5,000/- (Five thousand rupees only) and applicable taxes shall be taken at the time of registration.
- (v) Model II: One time Registration charges (non-refundable) of Rs.10,000/- (Ten thousand rupees only ) and applicable taxes shall be taken at the time of registration.

### **9.2 Eligibility requirement of Public Wi-Fi Partner (PWP) Under Model III:** The Eligibility requirement of the PWP under Model III shall be as under:

- (i) The firm shall be a company registered/incorporated in India under the Indian Companies Act, 1956 or 2013.
- (ii) The PWP or its parent company firm shall have minimum annual turnover of INR 1 Crore each during last two financial years i.e. 2018- 19 & 2019-2020. The Annual Report/ audited accounts certified by Auditor for the above two years to establish the turnover shall be submitted.
- (iii) PWP or its parent company shall have experience of installing Wi-Fi Core & access infrastructure in India/abroad with working access points/Wi-Fi Hotspots. A Self certificate in this regard shall be submitted.
- (iv) **Empanelment Fee:** PWP shall be required to submit a non-refundable empanelment fee of Rs. 1 Lakh plus applicable taxes along with the agreement in the form of DD in favour of Accounts Officer (Cash), BSNL, New Delhi.
- (v) **Performance Bank Guarantee (PBG):** The PWP shall furnish PBG of Rs. 5 Lakh valid for 4 years from the date of signing of the agreement. BSNL reserves the right to take necessary action for cancellation of the agreement and forfeiture of





PBG in case of non-performance by PWP.

**10. Duration of the Contract:**

- (i) Duration of contract shall be 3 years from the date of award of work. After 1 year, the contract can be extended for 2 years on satisfactory service to customer.
- (ii) Renewal or extension of the agreement after 3 years period will be based on the performance of the PWP.
- (iii) There shall be lock in period of minimum 3 years for the PWP in order to ensure maintenance unless BSNL terminates the contract, the bidder is bound to provide services for 3 years. The exit during lock in period shall carry penalty in terms of surrender of all the equipment to the BSNL at no cost.

**11. Termination of the Contract:**

11.1 The agreement shall be terminated by giving a one month's notice to the PWP in case of:

- (i) Failure to commission the equipment and/ or execution of the work at all by the PWP within 3 months from signing of agreement, excluding the cases where reasons for delay in the commission of equipment and/ or execution of works are attributed to BSNL.
- (ii) Failure to perform any other obligation(s) under the Contract; and
- (iii) Equipment does not perform satisfactory in the field in accordance with the specifications.
- (iv) Failure to meet the SLAs parameters (as per SLA agreement between BSNL and customer for enterprise business) continuously for 3 months

11.2 BSNL may at any time terminate the Contract by giving written notice to PWP without compensation to PWP, If:

- (i) PWP becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to BSNL.
- (ii) There is a failure to meet the compliances as required by DOT/ Regulatory/ Lawful agencies.

11.2.1 **In such termination BSNL shall take over the business, with all the Core equipment and access equipment (owned by PWP) at no cost to PWP.**

11.3 The agreement may also be terminated by mutual, written consent of both parties by giving 3 months' notice. On termination of agreement the customers shall continue to use the Telecom Services of BSNL, through commissioned equipment under the contract. However the entire business, i.e. customer services along with all equipments can be transferred to from existing PWP to other eligible PWP of their mutual agreement, with fresh agreement with BSNL by new PWP by producing valid NOC from existing PWP.



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