



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

Dated 24.06.2021

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. Kindly refer to this office letter of even no. dated 14.06.2021 whereby open policy for Wi-Fi Enterprise and Retail services was issued for needful action by the circles.
2. The Wi-Fi policy document endorsed on 14.06.2021 is hereby withdrawn and revised document is enclosed at the Annexure, please.
3. This Wi-Fi open Policy available at enclosure shall be treated in supersession of the earlier policy document for provisioning of services through engagement of Public Wi-Fi Partners. All other contents of the covering letter dated 14.06.2021 shall remain the same.
4. This has the approval of the Competent Authority.

Enclosures:

- (i) A copy of Letter dated 14.06.2021
- (ii) Wi-Fi open policy document (revised).

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



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

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

1. Retail Wi-Fi:

- ii. 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.
- iii. The hardware and services involved in the implementation of Wi-Fi Hotspot shall be rolled out through various business models, has detailed in section

2. Enterprise Wi-Fi :

In Enterprise Wifi Solution the Wifi services are given to a captive audience and the internet access is sponsored/paid by the enterprise shall be provisioned through the revenue share models.

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
Mode I I	BSNL	BSNL	NA	PWP	PDO
Mode I II	BSNL	PWP	PWP	PWP	PDO
Mode I III	PWP	PWP	PWP	PWP	PDO

- iv. Public Data Office PDO, is the acronym used for Retail Hotspot locations such

Signature

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:

Name of the Model	BSNL	PWP/PDO
Model-I (BSNL with Core Support, Access Points and accessories support) for Retail Wifi Only	<ol style="list-style-type: none"> 1. Hotspot location equipments and spares like Access Point. 2. BSNL Core systems (Captive portal, AAA, charging platform, etc). 3. Support at BSNL Core and RPOP for configuration, O&M of the deployed equipment. 4. Lawful Interception & Monitoring and regulatory compliance 5. Revenue share arrangement settlement platform and commission for transactions. 6. Branding of the services 7. Front end responsibility as PDOA, in case of WANI retail services. 	<ol style="list-style-type: none"> 1. FTTH/AIRFIBRE/Cluster partner having good record of the services may be PWP/PDO. 2. The equipment (access Point along with switch) shall be offered to Airfibre/FTTH/Cluster Partners for installation, commissioning and O&M services. 3. Accessories such as routers/ power injectors/ cables shall be given by Airfibre/ FTTH/ Cluster Partners for deployment of Wi-Fi Access point. 4. Promotion and marketing of services. Sales efforts for vouchers. 5. PWPs shall pro-actively market Wi-Fi services by educating the PDOs /customer on the usage / benefits of the service & BSNL tariff plans etc. in consultation with BSNL.
Model-II (PWP is empaneled for Supply, Installation , Commissioning and O&M of Wi-Fi Access Systems at Enterprise	<ol style="list-style-type: none"> 1. BSNL Core systems (Captive portal, AAA, charging platform, etc). 2. Lawful Interception 	<ol style="list-style-type: none"> 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.

Solution premises or at PDOs)	<p>& Monitoring and regulatory compliance.</p> <p>3. Support at BSNL Core and RPOP for configuration, O&M of the PWP deployed equipment.</p> <p>4. Agreement with OEM of WLC and access systems at BBNW NOC for Wi-Fi Hotspots of PWP.</p> <p>5. Revenue share arrangement settlement platform and commission for transactions.</p> <p>6. Branding of the services.</p> <p>7. Sales and marketing efforts for roping in new enterprise customers on bulk plans.</p>	<p>2. The PWP will supply, install, commission, operate and maintain Wi-Fi access points with all associated accessories.</p> <p>3. This partnership and shall have back to back arrangement with OEM of AP/WLC.</p> <p>4. The Access points shall be integrated with respective OEM WLC for which OEM agreement is in place at BBNW NOC Bangalore.</p> <p>5. Promotion and marketing of services.</p>
MODEL-III (Engagement of partners for deployment of Core, Access and customer premises equipment or using existing HSSPs for provisioning of Wi-Fi Services)	<p>1. The colocation of Core and access systems of PWP at NOC shall be permitted by BSNL.</p> <p>2. BSNL shall provide space, power and bandwidth for connecting the Core equipment free of cost.</p> <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>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.</p> <p>2. WLC shall be Wi-Fi Certified for TM (Release 2 and above), It should 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 & 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</p>

		<p>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, PWPs 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 PWPs 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. PWPs shall provide vouchers to PDOs for selling through the mobile app. PWPs 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** and PWPs shall enable PDO for easy sale of recharge vouchers and activation of subscribers for retail plan.

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 billed to the 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/Discounts for retail services:****

8.1 Definition of revenue:

8.1.1 Enterprise Wi-Fi/Bulk User services:

(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 PWP.

(ii) The revenue share in enterprise Wi-Fi service shall be on net realized revenue i.e. after deducting taxes as applicable.

(iii) The revenue share will be on net revenue (after deduction of GST and other tax) . Presently these Wi-Fi services are provided under ISP license.

8.1.2 Retail Wi-Fi Services:

(i) For retail models, revenue shall be sale value of the Wi-Fi recharge wallet stock sold to the PWP, exclusive of GST.

(ii) Share of Wi-Fi recharge wallet stock to PWP shall be provided in terms of discounts on the wallet.

(iii) Commercial 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 (for enterprise plans) and wallet discounts (retail plans) shall be applicable:

Model Name	Revenue Share to the PWP in enterprise plans	Discounts provided to PWPs in retail plans
Model I	30%	30%
Model II	50%	50%
Model III	65%	65%

* Revenue shares or discounts for various models as above for Retail Wi-Fi Business and Enterprise Wi-Fi Business are kept same as infrastructure and related services involved are the same.

8.2.1 After 2 years (from the start of 1st Wi-Fi hotspot commercialization for that partner), for subsequent years, the **revenue share/discounts** offered to PWP in model-II and III will be reduced to 45% and 60% respectively.

8.3 Discounting Process Flow for Retail Business:

(i) The commercial arrangement with PWP in retail plans shall be on P2P basis (Principal to Principal), 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 , money will be received by the PWP and the PWP wallet will be deducted while in case of direct sale at PDO, money received from the customer is paid to PDO and the wallet will be deducted with an equal amount. The mechanism of invoice sale from PWP to PDO or customer will be handled by PWP only .

(iv) **Discounts** to PWP as per various models will be provided 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 month.

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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