



पत्रांक संख्या: UPE/OP/Open Policy/WiFi/2021-22/8

दिनांक: 26-08-2021

नोटिस

वाई-फाई हॉट-स्पॉट (पब्लिक डाटा ऑफिस, PDO) के अवस्थापन हेतु आवश्यक सूचना

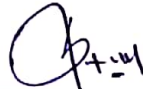
सर्वसाधारण की जानकारी हेतु प्रेषित किया जा रहा है कि बीएसएनएल ने वाई-फाई हॉट-स्पॉट (पब्लिक डाटा ऑफिस, PDO) के अवस्थापन हेतु एक ओपेन-पॉलिसी जारी की है जिसका उद्देश्य भीड़-भाड़ वाली जगहों जैसे बाजार, मॉल, अस्पताल, व्यासायिक स्थल, बहुमंजली इमारत, कैफ़, किराना स्टोर इत्यादि पर तीव्र इंटरनेट प्रदान करना है।

योजना से जुड़ने के लिए अपने जिले के राजस्व क्षेत्र के कार्यालय में संलग्न EOI की प्रविष्टियाँ पूर्ण रूप से भारत उपुक्त संलग्नों के साथ संपर्क करें बीएसएनएल पूर्वी परिमंडल के राजस्व कार्यालयों की सूची निम्न है।

क्रमांक	राजस्व क्षेत्र (बीए)	संपर्क सूत्र	मोबाइल नंबर	अवस्थापन जिला
1.	इलाहाबाद	राष्ट्रीय महाप्रबंधक (योजना), कार्यालय महाप्रबंधक इलाहाबाद बीए, इलाहाबाद	9455155500	प्रयागराज, कौशांबी
2.	फैजाबाद	राष्ट्रीय महाप्रबंधक (योजना), कार्यालय महाप्रबंधक फैजाबाद बीए, अयोध्या।	9418055499	वाराणसी, अम्बेडकर नगर, अयोध्या, बलरामपुर, गोंडा
3.	गोरखपुर	राष्ट्रीय महाप्रबंधक (योजना), कार्यालय महाप्रबंधक गोरखपुर बीए, गोरखपुर	9415091767	आजमगढ़, बलिया, बस्ती, संत कबीर नगर, सिद्धार्थ नगर, देवरिया, कुशीनगर, गोरखपुर, महाराजगंज, गऊ
4.	झाँसी	राष्ट्रीय महाप्रबंधक (योजना), कार्यालय महाप्रबंधक झाँसी बीए, झाँसी।	9454507547	बाँदा, चित्रकूट, हमीरपुर, महोबा, झाँसी, ललितपुर, जालौन
5.	कानपुर	राष्ट्रीय महाप्रबंधक (योजना), कार्यालय महाप्रबंधक कानपुर बीए, कानपुर।	9450932541	फर्रुखाबाद, कन्नौज, फतेहपुर, कानपुर नगर, कानपुर देहात, उन्नाव
6.	लखनऊ	राष्ट्रीय महाप्रबंधक (योजना), कार्यालय महाप्रबंधक लखनऊ बीए, लखनऊ।	9415040432	लखनऊ
7.	सीतापुर	राष्ट्रीय महाप्रबंधक (योजना), कार्यालय महाप्रबंधक सीतापुर बीए, सीतापुर।	9463503509	बहराइच, श्रावस्ती, हरदोई, लखीमपुर-खीरी, सीतापुर, शाहजहाँपुर
8.	सुल्तानपुर	राष्ट्रीय महाप्रबंधक (योजना), कार्यालय महाप्रबंधक सुल्तानपुर बीए, सुल्तानपुर।	9415042488	जौनपुर, प्रतापगढ़, रायबरेली, सुल्तानपुर, अमेठी
9.	वाराणसी	राष्ट्रीय महाप्रबंधक (योजना), कार्यालय महाप्रबंधक वाराणसी बीए, वाराणसी।	9450400550	गाजीपुर, मिर्जापुर, सोनभद्र, भदोही, चंदौली, वाराणसी

इस योजना में ज्यादा से ज्यादा संख्या में जुड़कर भारत सरकार की डिजिटल इंडिया मिशन में भागीदार बनें।

संलग्न : EOI पत्रावली


26.08.2021
उप महाप्रबंधक (प्रचालन-सीएफए)



BHARAT SANCHAR NIGAM LIMITED
O/o Principle General Manager / General Manager
..... **Business Area**

Expression of Interest
for
Public Wi-Fi Partner for provision of Wi-Fi services to BSNL
in Business Area.

EOI No:

Dated: / / 20...

Signature of Bidder.....

Name of Bidder.....

Name of the Operation Area for which EOI is being submitted

Code of the PWP area for which EOI is being submitted

Last date of submission/Date of opening of Bid.....

This document contains pages including the cover page. Please check that all the pages are intact in the document.

CHECK LIST FOR BIDDERS / APPLICANTS.

1. The Bidder should ensure that all documents and papers submitted in this EOI are fully authenticated by the authorized signatory under his signature with official seal wherever applicable.
2. The following documents form part of the EOI and should be submitted with EOI:

Sl. No.	Documents to be submitted	Documents submitted	
		Y / N	Page No. at which Document Attached
1	All pages of this EOI document, duly signed by the authorized signatory in a token of acceptance of all terms and conditions by the bidder. Any other document submitted by the bidder should also be signed by the authorized signatory.		
2.	Duly filled application form for individuals/companies/firms/PWPs/cluster & FTTH partners (Section-C, Annexure-B,C&D).		
3.	General Power of attorney in favor of the signatory signing the EOI documents. It is not required in case of proprietary/partnership firm/BSNL PWP/Cluster Partner/FTTH Partner himself signs the documents.		
4.	Attested copy of Article or Memorandum of Association or partnership deed or proprietorship registration or partnership letter awarded by BSNL for PWP ship/Cluster /FTTH partnership/as the case may be.		
5.	Attested copy of LST/GST Registration number, if applicable.		
6.	Attested copy of PAN/GIR Number.		
7.	Attested copy from CA of turn over details for the year 2018-19, 2019-20 & 2020-21 (P&L Account) Turnover certificate item wise.(as per eligibility if required)		
8.	Certificates for experience with telecom service provider(s)/ISP for minimum one years as on the date of opening of EOI.		
9.	Latest Income Tax clearance certificate/Acknowledgement receipt		
10.	Any other supporting documents as asked for or called for.		

3. Every additional document submitted and every page of the EOI document shall be duly signed by the authorized signatory as a token of compliance and acceptance to all terms and conditions.
4. Separate EOI form for each Operation area should be submitted, if bidder wants to apply for more than one Operation Area.



Bharat Sanchar Nigam Limited
O O/o Principle General Manager / General Manager
..... **Business Area**

Details of the Operation Area for which the Public Wi-Fi Partnership is applied

(To be filled by the applicant)

S.No	Name of the Business Area	Name of the Operation Area

Name and address of the firm

.....
.....
.....
.....

Phone No. (s) :
Office :
Residence :
Mobile :

Seal & Signature of Bidder

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Bharat Sanchar Nigam Limited
O/o Principle General Manager / General Manager
..... Business Area

SECTION 'A'

1. NOTICE INVITING EOI (Expression of Interest) for Public Wi-Fi Partner for provision of Wi-Fi services to BSNL

EOI No.

Sealed EOI (Operation Area wise) are invited on behalf of CGM BSNL by Principle General

Manager / General Manager **Business Area** for selection of PWP for sale of **Wi-Fi services** and provision of services to BSNL at various locations in following Operation Areas, from eligible and willing parties for various in different. Operation Areaof BA as mentioned in Table-I below.

Table –I

Last Date & Time for Bid submission	Date & Time of Bid opening	Name of BA	Name of Operation Area in BA

2. Scope of Work and Models of Operation for Wi-Fi services under Retail Plans.

BSNL has introduced a Wi-Fi hotspot Open Policy to promote Wi-Fi internet services in crowded areas like market, malls, hospitals, commercial places, multistory buildings, cafe etc. 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. Business partners on boarded under Model-I and II be termed as Public Wi-Fi Partners (PWP). Business partners on boarded under Model-I and II be termed as Public Wi-Fi Partners (PWP). 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

3. Eligibility Requirements for BSNL Public Wi-Fi Partnership for each PWP territory

(a) Partners (PWPs) under Model 1 & Model 2

- (i) Any registered/partnership/proprietorship firm/Society including existing telecom Infra provider, having minimum turnover of Rs. 2 lakh 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 PWP/PWP/Cluster Partners with good record of providing FTTH connections/BSNL services shall be eligible to become PWP.
- (iv) Registration charges (Non-refundable): Model 1- Rs 5000, Model 2- Rs 10000 and applicable taxes.

EOI document may also be downloaded from BSNL site www.....

(b) Submission of EOI: – Separate EOI should be submitted for each Operation Area and each EOI should be super scribed with “**Public Wi-Fi Partner for provision of Wi-Fi services to BSNL inBusiness Area**” and it should be dropped in drop box kept in the office of.....

(c) Opening of EOI: – EOI shall be opened Operation Area wise as per schedule attached, in the office of the in the presence of bidders/ authorized representatives of the bidders who wish to be present.

(d) Fee for EOI Document is nil. It can be downloaded from BSNL site :

4. Revenue from the Services & Revenue share/Discounts for retail services:

a. 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.

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.

b. 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	N/A	30%
Model II	50%	50%

* 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. The revenue share will be on net revenue (after deduction of GST and other tax). No AGR related deductions to be made in revenue share.

- i. 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 will be reduced to 45%..

c. Discounting Process Flow for Retail Business:

The commercial arrangement with PWP in retail plans shall be on P2P basis (Principal to Principal), as done in C-top up wallet system.

- i. PWPs will purchase the wallet balance in advance from BSNL.

The customer visiting the HOTSPOT of PDO will purchase a Wi-Fi 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.

- ii. Discounts to PWP as per various models will be provided upfront at the time of wallet purchase.

SECTION-B

1. Roles and Responsibilities of BSNL, PWP and PDO for different Models:

A. Model- 1

(a) Roles & Responsibilities of BSNL:

- (i) BSNL will provide hotspots location equipment (Access point (AP) along with Switch) to PWP (Air Fiber/FTTH/Cluster Partners etc) for installation, commissioning and O&M services. BSNL Core System along with RPOP for configuration O&M of deployed equipment, Lawful interpretation & monitoring and regulatory compliance, revenue share settlement, platform and commission for transactions, branding of services.
- (ii) Implementation of mobile app for sale of recharge vouchers and providing and enabling different denominations recharge vouchers to PWP.

(b) Roles & Responsibilities of PWP:

- (i) Formation of Public Data Office (PDO) (where users can walk in and use internet services by connecting to Wi-Fi hotspots) through revenue share model. PDO may be nominated Hotspots location as retail shops – Tea/Coffee/Groceries where good number of foot falls are involved.
- (iii) Installation, commissioning and O&M services of equipment (Access point along with switch). PWPs should collect equipment from CTSD store Lucknow at their own transportation cost and installation and commissioning should be completed at their own cost.
- (ii) Providing accessories (as required) such as routers/power injectors/cables for deployment of Wi-Fi AP.
- (iii) Activation of subscribers for retail plan. Enabling and providing recharge vouchers to PDOs for selling through mobile app.
- (iv) PWPs shall pro-actively market Wi-Fi services by educating the PDOs/customers on the usage/benefits of the service & BSNL tariff plans etc. in consultation with BSNL.

Note:- BSNL has to sign agreement with PWP only. The PWP shall install , commission and maintain retail Wi-Fi hotspots using BSNL equipment as per discounting mentioned for Model-1.

B. Model-2

(a) Roles & Responsibilities of BSNL:

- (1) As per section-B para 1.(a) (i) & (ii) and BSNL will register FTTH & Cluster Partners having good record of services in working in BSNL's last mile network as PWP.
- (2) Agreement with OEM of WLC and access system at BBNW NOC for Wi-Fi Hotspots of PWP.
- (3) Branding of the Services and Sales & Marketing efforts for roping in new enterprise customers on bulk plans.

(b) Roles and responsibilities of PWP

- (i) Supply, Installation & commissioning, Operation & Maintenance of Wi-Fi access equipment with all accessories at access point.
- (ii) This partnership shall have back to back arrangement with OEM of AP/WLC.
- (iii) The Access points shall be integrated with respective OEM WLC for which OEM agreement is in place at BBNW NOC Bangalore.

C. Roles and responsibility of PDOs formed by PWP:

- (i) Housing of Wi-Fi equipment, providing housing & power, First level maintenance and sale of Recharge coupon/Voucher through mobile app.
- (ii) Installation of Back-Lit sign board at his premises with BSNL logo (Appropriate design for the same shall be issued by BSNL).
- (iii) Monthly rental/plan for bandwidth to be paid by PDOs to BSNL.

D. PWP's Common Roles & Responsibilities for Model 1&2.

- a. PWP to make best efforts to actively market and promote the BSNL Products and provision of services as permitted by BSNL.
- b. Appointment of PDOs. PWP must appoint sufficient numbers of PDOs in the territory. .
- c. All forms of complaint handling on wifi network & speed, billing, service, performance related etc. will be handled directly by PWP. If required, help from BSNL may be taken. Remaining complaints can be forwarded to designated BSNL nodal officer for further disposal.
- d. The margin/ discount/ incentives / commissions extended by BSNL to PWP and PWP shall be deemed to extend to the PDO as per their mutual agreement.
- e. Receiving advertisement/ marketing material from BSNL, and displaying it at PDOs.
- f. Arranging special promotional events as per BSNL requirements PWP own cost, which shall include events and camps/canopy in unreached and potential areas.
- g. PWP will be responsible for all the work done through its distribution network.

2. 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.

3.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.
Bulk/ 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 Bulk/Enterprise Plans as below.

3.1 **Available Plans for Bulk/Enterprise Customers:** Currently available Plan charges for various range of AP plans (1-4 AP and 5-10 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
10	300000	X
20	350000	X
30	400000	525000
40	450000	575000
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.		

3.2 New plans shall be introduced as per prevailing market conditions.

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

4. Selection process and criteria

A. Expression of Interest Route:

- In order to induct PWPs, BSNL shall invite Expression of Interest (EOI) from the willing parties. BSNL reserves the right to initiate the process for appointing PWP even if there is a PWP currently serving in Operation area or a part of the Operation area.. More than one PWP may operate in one operation area.
- EOIs are to be floated and finalized at Business Area (BA) level. The approving authority will be the Head of BA.
- To evaluate the short-listed bidders, a Selection committee at BA comprising of three members will be formed for each Operation area with the approval of BA head.
- After evaluation by the selection committee, the recommendation of the selection committee shall be approved by BA Head. Lol to successful bidder shall be issued by the EOI issuing authority, with the instruction for signing the agreement within 15 days. The contract shall be awarded for a period of

three years to the successful bidder(s) as per the terms and conditions stipulated in the EOI and in the 'Open Policy for Wi-Fi Hot spot'.

- e. Selection by committee:
If no qualified application is received against any operation area in EOI, measures for inviting Eoi may be repeated..
- f. BSNL reserves the right to revise some sections of Open Policy for Wi-Fi Hot spot, according to change in business environment. BA shall notify all such changes to PWP. PWP will be assumed to be in agreement with revised norms unless notified to BSNL in three week's time.
- g. The decision of BSNL will be final and binding.

B. Terms & Conditions with EOI

- a. Each PWP will sign PWP Agreements at concerned BA.
- b. Periodic performance review must be done and in case of a PWP not-meeting BSNL standards, action should be taken in accordance with 'Performance Management System' section of this policy.
- c. BSNL is free to appoint sufficient number of PWPs in Operation area.
- d. PWP can appoint any numbers of PDOs within his jurisdiction for sale of vouchers and provision of services as permitted by BSNL. PWP should serve PWP as well as PDO at their premises.
- e. BSNL reserves the rights to seek/verify financial information from PWP's Bankers/credit providers and any another sources as to carry out other verifications.

C. Duration of 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 of 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.

D. Termination of Contract.

A. 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.

B. 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.
- C.** 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.
- D.** 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 existing PWP.

E. Requirements after EOI Approval

- a. The EOI/agreement will be framed/ customized by concerned BA based on provisions in Open policy for Wi-Fi Hotspot..
- b. Registration charges (Non-refundable): Model 1- Rs 5000, Model 2- Rs 10000 and applicable taxes shall be deposited in account cell of concerned BA office.
- c. PWP shall deposit the aforesaid Registration charges of said amount as determined by BSNL from time to time.
- d. After approval of EOI by BA, the Agreement shall be signed by the AGM (Plg) of BA.
- e. PWP may open an account with RTGS/online transfer facilities in the bank in which BSNL's account is in concerned BA. PWP shall make payment to BSNL for voucher preferably by online transfer/RTGS mode. Any charges for online transfer or RTGS will be borne by PWP.

F. Selection criteria for PWP

- a. Short listing will be done on the basis of turnover, experience, and other parameters as per selection committee.

5. Target Setting and Performance Management

A. Target Setting:

Targets will be assigned by BA to OAs and thereafter OA will assign PWP quarterly/Monthly target. Quarterly/monthly target will be communicated in last week of previous quarter/month or in the first week of the quarter./month.

- B. Performance Management:** Each BA must conduct a review meeting in first week of every quarter where each PWP performance in previous quarter must be evaluated.

Section C:

1. Detailed Terms & Conditions of the Eoi

- I. In case the successful PWP fails to submit the required documents at the time of agreement or does not turn up for agreement within stipulated time or any information supplied by bidder found fake at any point of time, the registration charges of the PWP shall be forfeited and the consideration for PWP ship shall be treated as cancelled.
- II. The experience certificate should be issued by at least an officer of Gr.'A' or equivalent rank in case of government or PSUs. In case of private operators the experience certificate should be issued by marketing head of the company.
- III. The successful PWP will have to sign contract agreement within 15 days of the acceptance of the PWP acceptance document.
- IV. In the event of any breach of any terms and conditions or delay or default, the contract will be terminated and the security deposited will be forfeited by the BSNL.
- V. Conditional acceptance or any modification to the terms and conditions given in the document are liable to be rejected
- VI. Contract
 - a. Validity of the contract shall be up to three years from the date of agreement.
 - b. Numbers of PWP can be increased or decreased as per BSNL requirement.
- VII. Right of the Business Area Head:
 - a. BA Head , reserves the right to accept or reject any or all the PWP ship request in part or full, without assigning any reason whatsoever.
 - b. BA Head, reserves the right to terminate the contract at any time by giving one month's notice in writing without assigning any reason.
 - c. In case of violation of terms and conditions of the contract or unsatisfactory services, BA Head,, reserves the right to terminate the contract at any time.
- VIII. In case of selection. The BSNL PWP will sign an agreement with BSNL on non judicial stamp paper of Rs.100/- to be arranged by PWP.
- IX. Other conditions:
 - a. The PWP ship shall initially be for a period of three years from the date of execution of agreement and is subjected to review of performance as prescribed by BSNL.
 - b. PWP should provide his present permanent address and bank account number at the time taking PWPship.
- X. All PWP for sales of BSNL products and provision of services to BSNL shall operate on valid and authenticated documents including identity status with photograph.
- XI. The identification/ verification of BSNL customers brought by the PWP for sale of BSNL products and provision of services to BSNL shall be carried out by the PWP including fresh guidelines/ orders by BSNL issued by Govt. of India.

EOI of "Open Policy for Public Wi-Fi Partners"

- XII. The empanelment of the PWP for BSNL products and provision of services to BSNL shall be without prejudice to the right of BSNL to market these .Nothing shall prevent BSNL to work out and introduce in future.
- XIII. BSNL shall reserve the right to cancel the PWP ship for BSNL products and provision for service to BSNL at any time without assigning any reason.
- XIV. All disputes arising out of PWP for sales of BSNL products (or provision of services to BSNL) and the BSNL on the other part shall be decided by arbitration through an arbitrator to be appointed by the BSNL board as per existing orders on the subject.
- XV. The policy of incentives and discounts/ margins can be reviewed by BSNL at any time and decision of BSNL in this regard will be final.

ANNEXURE – A

SHARING OF DISCOUNT

Model Name	Discounts provided to PWP's in retail plans
Model -1	30%
Model - 2	50%

ANNEXURE – B

List of authorized representatives of Public Wi-Fi Partners

S.No.	Name of Authorized representative	Address	Mobile No.	Email id.
1				
2				

Note: The PWP shall be responsible for the act / work done by the above authorized representative.

ANNEXURE - C

To
Asstt General Manager (Plg)
O/o Principle General Manager/ General Manager
.....Business Area, BSNL
.....District

Sub: Submission of EOI for PWP ship (Name of the area/ district.....)

Dear Sir,

With reference to your advertisement inviting expressions of interest on the above subject, I / we hereby submit my / our expression of interest duly completed all the details called for below locations.

S.No.	Operation Area area	Name of BA
1.		
2.		

Thanking you,

Yours sincerely,

Signature
(Name of the authorized signatory)
For & on behalf of
Seal of the Firm/Company/Organization

Encl.: All Annexure duly filled up & signed with supporting documents

Particulars of the Applicant seeking 'Public Wi-Fi Partner'

1. Name of the applicant / Organization: M/s.....
.....
2. Registered Address / Office Address
.....
Telephone No. (s)
Mobile No (s)
Fax
E-mail
3. Status of the applicant / organization (with supporting documents) Tick the relevant one
 - a) Proprietorship
 - b) Partnership
 - c) Private Limited
 - d) PWP/Cluster Partner/FTTH Partner of BSNL
 - e) Others
4. Name of the Operation Area (for PWP).
5. Date of inception of the firm / organization
6. GST registered number (GSTIN):
7. PAN No / GIR No.
8. Turnover of the firm / organization over the last two years (with supporting documents)
9. Name of the Executive Director / Proprietor:
(Who will manage the PWP)
10. Mobile No. and Email id of the applicant/organization under serial no-3 as above.
11. Name of the Banker with address and contact number(s)
12. Work experience of minimum..... with full details thereof. (supporting documents to be submitted)
13. Have you applied for more than one PWP. If Yes, give details

ANNEXURE – E

DECLARATION

I,, on behalf of
..... having gone through the terms &
conditions of the EOI and agree to abide by the same in case the Public Wi-Fi
Partnership is awarded to me / our firm / company.

Name of the Signatory

For and on behalf of

SAMPLE AGREEMENT

THIS Agreement entered into on this ____ day of _____ by and between:

BHARAT SANCHAR NIGAM LIMITED (hereinafter referred to as "BSNL"), a company incorporated under the Companies Act 1956, having its Registered Office and Corporate Office at Bharat Sanchar Bhawan, New Delhi-110 001, represented by Principal General manager/ General Manager, Telecom District, _____, Uttar Pradesh Telecom Circle, Pin - _____

AND

M/s _____ (hereinafter referred to as "Public Wi-Fi Partner (PWP)" Hot Spot provider, a company incorporated under the companies Act 1956, or Proprietary firm/Partnership firm having its **Registered Office** at _____ represented by _____(sole proprietor).

Whereas BSNL is in the business of providing Basic Telephony Services, Cellular Mobile Telephony Services (CMTS), Internet & broadband services and National Long Distance Services (NLDS) in its licensed areas of operation in the geographical territory of India (except Mumbai and New Delhi).

AND

Here Public Wi-Fi Partner (PWP) Hot Spot Provider Means "A company incorporated under the company Act 1956, or Proprietorship/ Partnership firms having an objective of providing the Retail Wi-Fi service, considering hardware, software involved, sales and marketing of Wi-Fi service under revenue share model with BSNL.

Whereas BSNL PGMTD/GMTD_____ has approached "M/s_____ offering to provide Wi-Fi services the BSNL telecom services of the residents of "Projects in Annexure".

NOW THIS AGREEMENT WITNESS AS FOLLOWS:

In consideration of the due observance and performance of all the terms & conditions of this agreement, the BSNL and Public Wi-Fi Partner (PWP)" Hot Spot provider agree to sign this agreement on non-exclusive and revenue sharing basis to provide the BSNL Wi-Fi Hotspot telecom services to the end users.

Public Wi-Fi Partner (PWP) Hot Spot Provider agrees that the infrastructure provided by BSNL BA/OA will be utilized exclusively for BSNL services only.

Public Wi-Fi Partner (PWP) shall ensure the execution of services as per this agreement and continuance of the same by the future association / any other outside agency who may continue to maintain the telecom and other services in the residential complex/commercial complex for the entire agreement period.

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, has been detailed in section.

Models of Operation for Wi-Fi Services under Retail Plans:

- i. Business Partners on boarded under three models: Model-I and Model-II shall be termed as "Public Wi-Fi Partners" (PWPs) hereafter.
- ii. New partners in addition to existing partners 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 Wi-Fi services, Business Models are classified as below:

2. General Conditions:

- i. This agreement is applicable for all kinds of telecom services (fixed, wireless, broadband etc.) being offered presently and in future also.
- ii. This agreement is a confidential document. That Public Wi-Fi Partner (PWP) Hot Spot Provider shall not divulge any part of the agreement either through oral or written communication or through any other mode to any third party.
- iii. This agreement shall not be amended or modified or altered or changed in any way except in writing and duly executed by the authorized representatives of each party.
- iv. **Severability:** TRAI / DoT declare any part of this agreement unenforceable through direction / order / regulation or if terms of license of BSNL are changed through any amendment or order of the Government, the parties will cooperate and take all appropriate steps to amend, modify or alter this agreement.
- v. This agreement shall be binding upon all respective successors of the parties.
- vi. That Public Wi-Fi Partner (PWP) Hot Spot Provider shall provide non-disclosure undertaking.
- vii. **Sub-Contract:** Public Wi-Fi Partner (PWP) Hot Spot Provider shall notify BSNL in writing of all subcontracts awarded under these contacts if not already specified during signing of the agreement. Such notification shall not relieve the PWP from any liability or obligation under contract.

3. Compliance of laws:

BSNL and Public Wi-Fi Partner (PWP) Hot Spot Provider shall perform their duties in strict compliance with all applicable laws in India along with rules and regulations of the duty constituted Govt. authorities in India and shall obtain all licenses, restrictions or other approval, if any, required by laws in India in connection with the services to be rendered hereunder.

Further, service provided to the customers shall be subject to Indian Telegraph Act 1885, TRAI directions and tariff circulars issued by BSNL Corporate Office.

4. Indemnification:

Public Wi-Fi Partner (PWP) Hot Spot Provider agrees to protect, defend, indemnify and hold harmless BSNL and its employees, officers, directors, agents or representatives from and against any and all liabilities, damages, fines,

penalties and costs (including legal costs and disbursements) arising from or relating to:

- (a) Any breach of any statute, regulation, direction, orders or standards from any governmental body, agency, telecommunications operator or regulator applicable to such party; "or"
- (b) Any breach of the terms and conditions in this agreement by Public Wi-Fi Partner (PWP) Hot Spot Provider.

5. Relationship:

Each party understands that it is an independently owned business entity and this agreement does not make it, its employees, associates or agents as employees, agents or legal representatives of the other party for any purpose whatsoever. Neither party has express or implied right or authority to assume or to undertake any obligation in respect of or on behalf of or in the name of the other party or to bind the other party in any manner. In case, any party, its employees, associates or agents hold out as employees, agents, or legal representatives of the other party, the former party shall forthwith upon demand make good any / all loss, cost, damage including consequential loss, suffered by the other party on this account.

6. CONFIDENTIALITY AND NON-DISCLOSURE:

- i. All details, documents, data, applications, software, systems, papers, statements, business/customer information and BSNL's practices and trade secrets (hereinafter referred to as "Confidential Information") which may be communicated to the Public Wi-Fi Partner (PWP) or its employees shall be treated as absolutely confidential and the Public Wi-Fi Partner (PWP) irrevocably agrees and undertakes and ensures that the Public Wi-Fi Partner (PWP) and all its employees shall keep the same secret and confidential and not disclose the same, in whole or in the part of any person without the prior written permission of BSNL not shall use or allow to be used any information than as may be necessary for the due performance of the Public Wi-Fi Partner (PWP)'s obligation hereunder. The Public Wi-Fi Partner (PWP) hereby specifically agrees to indemnify and keep BSNL indemnified safe and harmless at all times against all or any consequences arising out of any breach of this undertaking by the Public Wi-Fi Partner (PWP) and/ or its employees and shall immediately, reimburse and pay to BSNL on demand all damages, theft, loss, cost, expenses or any changes that BSNL may suffer, incur or pay in connection therewith.
- ii. Take all necessary action to protect the confidential information against misuse, loss, destruction, deletion and/ or alteration.
- iii. Not to misuse or permit misuse directly or indirectly, commercially exploit the confidential information for economic or other benefit.
- iv. Not to make or retain any copies or record of any confidential information submitted by BSNL other than as may be required for the performance of the Public Wi-Fi Partner (PWP)'s obligation under this agreement.

- v. Notify BSNL promptly of any unauthorized or improper use or disclosure of the information.
- vi. Return all the information, which is in the custody of the Public Wi-Fi Partner (PWP) at the end of the specific assignment.
- vii. The Public Wi-Fi Partner (PWP) hereby unconditionally agrees and undertakes that it shall not and that its personnel shall not disclose or publish the terms and conditions of this agreement or disclose the information submitted by BSNL under this agreement to any third party unless such disclosure is required by.

7. ARBITRATION

- i. In the event of any question, dispute or difference arising under this agreement or in connection there-with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the sole arbitration of the ----- **(BA/OA Head)** or in case his designation is changed or his office is abolished, then in such cases to the sole arbitration of the officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the ----- **(BA/OA Head)** or by whatever designation such an officer may be called (hereinafter referred to as the said officer), and if the ----- **(BA/OA Head)** or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the ----- **(BA/OA Head)** or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996. There will be no objection to any such appointment on the ground that the arbitrator is a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a Government Servant he has expressed his views on all or any of the matters in dispute. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the ----- **(BA/OA Head)** or the said officer shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.
- ii. The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the aforesaid, Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- iii. The venue of the arbitration proceeding shall be the office of the ----- **(BA Head)** or such other places as the arbitrator may decide.
- iv. If any clarification/addendum/modification in respect of this agreement is received from BSNL Corporate office New Delhi or BSNL Circle office of Uttar Pradesh (East) that will be binding on both parties.

8. The NIT (notice inviting tender), EOI documents (Qualifying and Financial), letter of intent annexed hereto and such other additional particulars, instructions, drawings, work orders as may be found requisite to be given during execution of the work shall be deemed and taken to be an integral part of the contract and shall also be deemed to be included in the expression. "The Agreement" or "The Contract" wherever herein used. All clarification /modifications issued by BSNL in future shall be binding and become integral part of this agreement.

The agreement is subjected to jurisdiction of court at.....only.

IN WITNESS WHEREOF the Parties here so have caused this agreement to be duly executed on the date above written.

For BSNL _____

Witness:

For "Public Wi-Fi Partner (PWP) Hot Spot Provider"

Witness: