



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

No.KRLCO-17(20)/13/1/2020-BP-CFA/73 Dated at Trivandrum the 28-7-2021

**Expression of Interest for empanelment of Public Wi-Fi  
Partners (PWP) for provisioning Wi-Fi services for  
Enterprise(bulk plans) customers- Model II**

BSNL is providing Telecommunications services to retail customers as well as large enterprise customers such as Government/private organizations, PSUs, MNCs, Educational Institutions, & other customers. There is large scope of business opportunity to provide Wi-Fi hotspot services for these customers. The WiFi policy has been made more flexible and lucrative for empanelment of Wi-Fi partners on revenue share basis and enormous potential in Enterprise segment could be tapped.

BSNL has deployed Wi-Fi core system with main at Bangalore and DR at Pune. BSNL Corporate Office has instructed all the telecom circles to engage public Wi-Fi providers for providing Wi-Fi services to Enterprise customers and retail customers on revenue share basis under business model viz., Model II for meeting the needs of end customers in a cost effective way.

BSNL, Kerala Circle hereby invites bids from registered/ partnership/proprietorship firm/ Society including Telecom Infrastructure providers, FTTH/AIRFIBRE/Cluster partners for empanelment as Public Wi-Fi Partners (PWP) for provisioning of Wi-Fi services as per the enclosed policy document.

All other terms & conditions will be as per the attached policy document. Copy of the agreement to be signed by the PWP with BSNL is also enclosed with the EOI document.

Interested bidders are required to submit all the documents in a sealed envelope with "Expression of Interest for empanelment of Public Wi-Fi Partner(PWP) for provisioning of Wi- Fi services for retail customers" superscribed on the envelope, . The envelope should be addressed to "THE AGM.....BA,O/o The General Manager,..... BA" and submitted during office hours.

The EOI is open ended and it shall be opened and evaluated within 30 working days on submission of the EOI. However, BSNL reserves the right to open EOI(s) as per requirement or reject any or all the applications (EOI received) or stop the EOI at any stage at its sole discretion without assigning any reason.

All the documents of the EOI should be sealed & signed by the bidder. Other documents are to be self-attested by the bidder.

Sd/-  
AGM(NWP-CFA)  
O/o CGMT, BSNL, TVM

**Encl:**

Wi-Fi architecture diagram- Model II

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

### 1. 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.

### 2. Models of Operation for Wi-Fi Services under Bulk Plans:

- i. Business Partners on boarded under the model: Model-II, 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 enterprise services.
- iii. Considering hardware and software investment involved, sales and marketing of Wifi services, the Business Model is 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 II</b>	BSNL	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 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.

### 3. Broad level Roles and Responsibilities of BSNL and PWP in

#### Model II:

Name of the Model	BSNL	PWP
<p><b>Model-II</b> (PWP is empanelled for Supply, Installation, Commissioning and O&amp;M of Wi-Fi Access Systems at Enterprise Solution premises or at Public Data Office (PDOs))</p>	<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 customer 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>

#### 4. Last Mile Connectivity:

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.
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**4.1 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

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

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

#### 5. Revenue from the Services & Revenue share:

##### 5.1 Definition of revenue:

5.1.1 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 IS license.

5.2 Following Revenue share (for enterprise plans) and wallet discounts (retail plans) shall be applicable:

<b>Model Name</b>	<b>Revenue Share to the PWP in enterprise plans</b>	<b>Discounts provided toPWPs in retail plans</b>
Model II	50%	50%

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

5.2.1 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 will be reduced to 45%.

### 5.3 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 PWP's 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 PWP's 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 PublicWi-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.

## **6. Eligibility requirements:**

### **6.1 Partners (PWPs) under 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 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.

## **7. 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.

**8. Termination of the Contract:**

8.1 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.

8.2 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.

8.2.1 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.

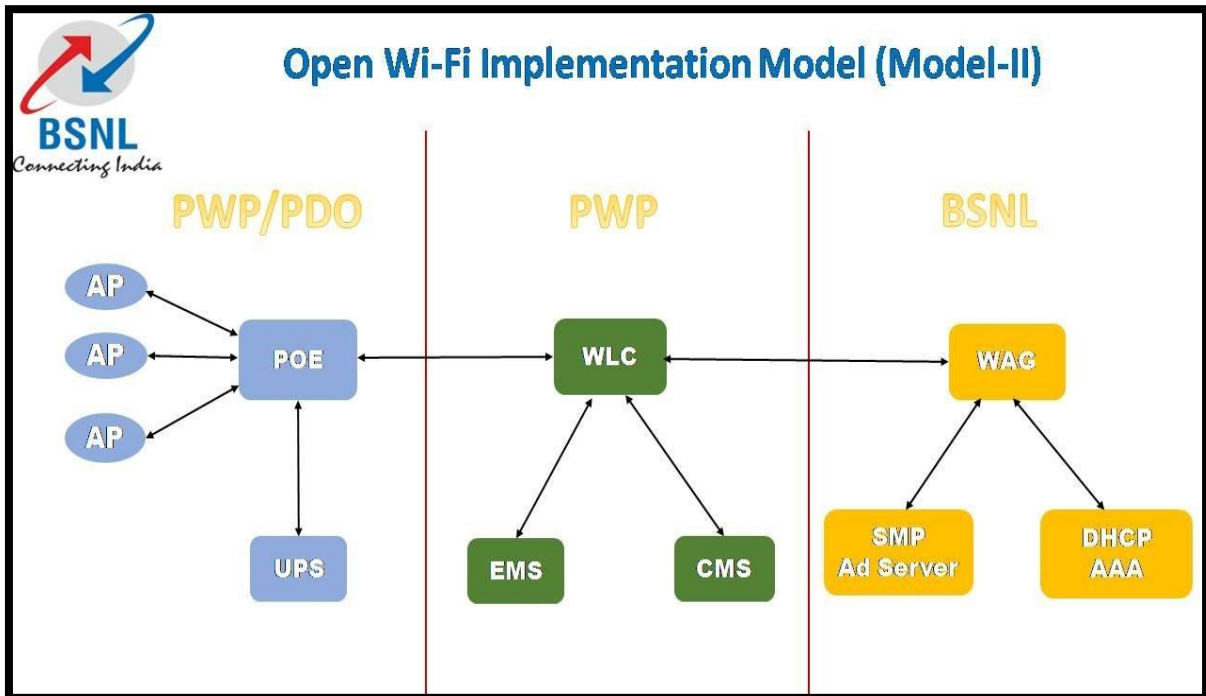
8.3 The agreement may also be terminated by mutual, written consent of both parties by giving 3 months' notice. On termination of agreement the customers shall continue to use the Telecom Services of BSNL through commissioned equipment under the contract. However the entire business, i.e. customer services 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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## Open Wi-Fi Implementation Model (Model-II)



**Checklist of documents to be submitted for empanelment of Public Wi-Fi Partners (PWP) for provisioning of Wi-Fi services (bulk plans) for Enterprise Customers**

SI No.	Document particulars	Submitted
1	Copy of EoI document as given in "kerala.bsnl.co.in" website with signed & sealed in each page.	YES/NO
2	Clause by clause compliance of the EoI document for public Wi-Fi partner Empanelment.	YES/NO
3	Proof of the bidder as registered/partnership/proprietorship firm/society/telecom Infrastructure provider/FTTH/AIRFIBRE/ Cluster partners with BSNL	YES/NO
4	Proof of the bidder having minimum turnover of Rs 2 lakhs per year during the last three consecutive years. Audited balance sheet and Profit and Loss Account may be submitted as proof of turnover.	YES/NO
5	Proof of the bidder working with telecom service provider/ISPs including BSNL for minimum 1 year.	YES/NO

**ENTERPRISE WIFI OPEN POLICY FOR PUBLIC WIFI PROVIDERS/PARTNERS  
(PWPs)  
AGREEMENT**

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

BHARAT SANCHAR NIGAM LIMITED , a company incorporated under the Companies Act 1956, having its Registered Office and Corporate Office at Bharat Sanchar Bhawan, HC Mathur Lane, Janpath, New Delhi-110 001 (hereinafter referred to as 'BSNL', which expression, unless repugnant to the context or meaning hereof, shall include its successors, administrators or permitted assignees), and represented by Shri..... General Manager Telecom District,  
.....Telecom Circle / Metro District, PIN  
.....

AND

M/s .....(hereinafter referred to as "PWP" -Public Wi-Fi Provider/Partner) a company incorporated under the Companies Act 1956, or Proprietary firm/ Partnership firm having its Registered Office at.....  
.....represented by.....  
.....

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) etc. in its licensed areas of operation in the geographical territory of India (except Mumbai & New Delhi).

AND

The PWP is having an objective of deployment of WiFi Hotspot service under bulk Plan over BSNL network based on Wi-Fi Technology.  
Here Public Wi-Fi Providers/Partners ( PWPs ) means "A company incorporated under the company Act 1956, or Proprietorship/ Partnership firms having an objective of providing WiFi service under retail plan.

Whereas  
BSNL.....  
.....has approached "M/s ....., "  
offering to provide the BSNL Telecom Services for the potential customers.

AND

WHEREAS M/s ..... PWP in the intention that potential customers shall utilize the offer of BSNL based on the terms and conditions contained herein under.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In consideration of the due observance and performance of all the terms & conditions of this agreement, the BSNL and PWP agree to sign this agreement on non exclusive and revenue sharing basis to provide the BSNL telecom services.
2. PWP agrees that the infrastructure provided by BSNL will be utilized for exclusively for BSNL services only.
3. 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.
4. **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.
5. **Models of Operation for Wi-Fi Services under Bulk Plans:**
  - i. Business Partners on boarded under the model: Model-II, 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 enterprise services.
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<b>Mode II</b>	BSNL	PWP	PWP	PWP	PDO

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- v. PDOs partners shall work in conjunction with 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.

## 6. Broad level Roles and Responsibilities of BSNL and PWP in II:

Name of the Model	BSNL	PWP
<p><b>Model-II</b> (PWP is empanelled for Supply, Installation, Commissioning and O&amp;M of Wi-Fi Access Systems at Enterprise Solution premises or at PDOs)</p>	<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 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>

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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:**

### **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.

8.2 Following Revenue share (for enterprise plans) and wallet discounts (retail plans) shall be applicable:

<b>Model Name</b>	<b>Revenue Share to the PWP in enterprise plans</b>	<b>Discounts provided to PWPs in retail plans</b>
Model II	50%	50%

Revenue shares or discounts as above for 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 will be reduced to 45%.

8.3 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 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 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.

## **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.

## **12. 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.

## **13. Compliance of Laws and security:**

BSNL and PWP shall perform their duties in strict compliance with all applicable laws in India along with rules and regulations of the duty constituted by 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. PWP, as a provider of Wi-Fi hotspot service on behalf of BSNL, shall abide by all the regulatory, statutory and licensing norms without any violations. Further, service provided to the customers shall be subject to Indian Telegraph Act 1885, TRAI directions and tariff circulars issued by BSNL Corporate office. Adequate security mechanism shall be provided in the Wi-Fi service.

## **14. Indemnification:**

PWP 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 any breach of any statute, regulation, direction, orders or standards from any governmental body, agency,

telecommunications operator or regulator applicable to such party; “or” any breach of the terms and conditions in this agreement by the PWP.

**15. 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 expressed 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.

**16. Confidentiality:**

BSNL’s bandwidth route and other network link details, document/data/ softwares or part of them which BSNL may provide or PWP shall access, shall always be kept confidential, secured and protected.

The PWP shall take adequate and timely measure to ensure that the information provided through it as a part of this agreement shall be kept confidential secured and protected and shall not be divulged to any authorized person/firm.

BSNL shall terminate the agreement in case confidentiality as mentioned above is not maintained by the PWP. The decision of BSNL in this regard shall be final.

**17. Force majeure:**

Neither BSNL nor the PWP shall be liable to each other for any delay in or failure of performance of their respective obligation under the agreement caused by occurrences beyond the control of BSNL or the CUSTOMER including but not limited to fire(including failure or reductions), acts of God, acts of the public enemy, war, insurrections, riots, strikes, lockouts, sabotage, any law, statute or ordinance, thereof of any other local authority, or any compliance therewith or any other causes, contingencies of circumstances similar to the above. Either party shall promptly but not later than thirty days thereafter notify the other of the commencement, and cessation of such contingencies, and if such contingencies continue beyond three months, both parties agree upon the equitable solution for termination of this agreement or otherwise decided regarding course of action to be adopted.

**18. Arbitration:**

If any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives, or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach there of which parties unable to settle mutually, the same shall be referred to Arbitration as per the provisions contained in The Arbitration and Conciliation Act, 1996 and the rules made there under or any statutory modification or re-enactment there of or any rules made thereof.

The Venue of the arbitration proceeding shall be the office of the .....  
BA Headquarters or such other places as the arbitrator may decide.”

General Conditions:

This agreement is applicable for Wi-Fi hotspot service to be provided by PWP.

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.

This agreement shall be binding upon all respective successors of the parties.

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

Signed, sealed and delivered

Signed,sealed and delivered

By the within name

By the within name

BHARAT SANCHAR NIGAM LIMITED

Name of PWP

Represented by.....

Represented by.....

Through the hands of its authorized Signatory

Through the hands of itsauthorized Signatory:

In the presence of Witness:

In the presence of Witness:

- 1.
- 2.

- 1.
- 2.

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