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भारत संचार निगम लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprise)

No 64-483/2019/NWP-BB/BBorF

Dated - 19.12.2019


To

The CGM's
All Telecom Circles/ Telecom Districts

Sub: Open policy for engaging Radio Broadband Service Partners (RBSP) for providing Broadband/voice services in un-licensed Radio spectrum.

1. Open Policy based on revenue share for giving Telecom Services on FTTH has led to good FTTH growth in last one year. Large numbers of local franchise/Telecom Infra provider/Cable Operators have been engaged by Circles for providing FTTH service to the customers.
2. It has been deliberated that there should be open model arrangement for providing Broadband/voice on RF media as made in FTTH by engaging external partners with CAPEX & OPEX on their part on non-exclusive basis for capturing sustained market share.
3. In this regard an Open Policy has been approved to provide Broadband/voice service on last mile access over Radio frequency technology on the un-licensed band wherein RF base station and associated equipments shall be deployed & managed by partner with CAPEX & OPEX on their part on non-exclusive basis. The detailed open policy and commercial terms for engaging partners are enclosed herewith.
4. Partner shall design, build and operate the system to provide High Speed Broadband/voice Services through RF technology at its own cost.
5. No of the partners in the SSA may be decided by the concerned circle/SSA depending upon the number of customers, performance of the existing partners and demand etc.
6. The Payment of the due amount to the partner shall be made online through Prepaid Wallet similar to FTTH wallet. The guidelines related to use of wallet and FMS shall be released by CGM, IPTC.
7. The technical guidelines for integrating the equipment of the partner with BSNL network shall be issued by PGM (NOC) BBNW Circle Bangalore.
8. The service shall be launched in the first week of January'20 under the brand name "Bharat AirFiber".
9. All the circles are requested to make all effort to popularize the policy and start engaging the partners as per detailed policy enclosed.

Encl: As above


(Sushma Mishra)
GM (NWP-BB)

Copy to -

1. CMD BSNL
2. Director (CFA)/ Director (Fin)/ Director (EB)/ Director (HR).
3. CGM BBNW/CGM IPTC Circles.
4. GM(CFA)/GM(Fin-CFA)

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Subject: Open policy for engaging Radio Broadband Service Partners (RBSP) for providing Broadband/voice services in unlicensed Radio Spectrum.

1. **Scope of the Work:**
 - 1.1 To provide Broadband/voice service on last mile access over Radio frequency technology on the unlicensed band wherein RF base station and associated equipments shall be deployed & managed by partner with CAPEX & OPEX on their part on non-exclusive basis.
 - 1.2 Partner shall design, build and operate the system to provide High Speed Broadband/voice Services through RF technology at its own cost. The offered RF technology & all equipments shall conform to international standards.
 - 1.3 All broadband/voice services over RF unlicensed band shall be sold under the brand name of BSNL.
 - 1.4 The areas to be allotted to RBSP shall be clearly defined. The decision of BSNL shall be binding and final in this respect.
2. **Eligibility of the Radio Broadband Service Partners:**
 - i. Any registered/partnership/proprietorship firm/Society including existing Telecom Infra provider, having minimum turnover of Rs 10 lakhs per year during the last three consecutive years shall be eligible.
 - ii. One time Registration charges of Rs 5000/- shall be taken at the time of registration.
3. **Responsibility of Radio Broadband Service Partners**
 - i. RBSP (Radio Broadband Service Partners) shall be responsible for Supply, Deploy, Own and Operate all the hardware with CAPEX and OPEX on its part including but not limited to
 - a) RF Base Station along with Omni directional/unidirectional antenna (point to Multipoint), UPS, Power supply, Signal booster, pole /mast, racks, Space, cabling, layer 2 switch, Management Software for checking health of various network element etc.
 - b) Equipment at Customer Premises (RF antenna and Wifi Router etc)
 - ii. RBSP shall Build/extend the RF coverage at access location/ premises.
 - iii. RBSP shall be given space and power for installation of Radio equipment/antenna in BSNL buildings, roof tops & towers. The space & power as required shall be provided free of cost by BSNL subjected to technical feasibility and availability. However for AC operated equipment, UPS if deem fit will be responsibility of partner.
 - iv. The RBSP shall setup his office/contact center within three months of registration.
 - v. In case RBSP want to deploy RF base station/central equipments at premises other than owned by BSNL, the same shall also be permitted subject to the technical feasibility.
 - vi. In case the RF base station is installed outside BSNL locations, ROW (Right of Way) permissions and related charges, rental of space, Power/Power Back up etc if any for equipment shall be paid by RBSP Partner. RBSP shall be responsible for extending connectivity from nearest BSNL POP to their premises along with arrangement of necessary end equipments and bear expenditure for the same. BSNL shall provide internet/MPLS bandwidth free of cost to RBSP.



- vii. Customer Premises equipment such as RF receiver, RF Modem & other equipments including UPS, Power supply, Signal booster, pole /mast , racks , Space, cabling etc shall be responsibility of RBSP Partner.
- viii. Promotion and Marketing of services. – RBSP Partner shall pro-actively market the Broadband service educating the customer on the usage / benefits of the service & BSNL tariff plans etc in consultation with BSNL.
- ix. The RBSP Partner shall carry-out formalities for Customer acquisition, assisting customers in filling up of CAF (customer acquisition form), and subscription of BSNL services by residents in a pro-active manner using FMS. The RBSP shall carryout required co-ordination with BSNL commercial / booking offices for completion of commercial formalities.
- x. The compatible customer premises equipment shall be supplied by the RBSP Partner to the customer directly. The cost of the CPE and Post sale obligation in respect of CPE shall rest with Partner.
- xi. However, for CPEs billed through BSNL to Govt institutions and central/state government PSU, BSNL shall retain 10% as collection margin on the realized amount. BSNL shall pass-on remaining 90% amount to the partner against monthly invoices raised by bidder, after deduction of statutory levies/ license fee etc. as applicable.
- xii. The RBSP Partner shall comply with all applicable laws, byelaws, rules, regulations, orders, directions, and notifications etc as per Law of the land and of Government / court / tribunals as may be required from time to time and cooperate with BSNL in meeting the requirement of the Govt.
- xiii. Compliance to all mandatory government of India regulations and security guidelines and providing information to Law Enforcement Agency (LEA) etc will be responsibility of RBSP for details required by BSNL for ultimate compliance.

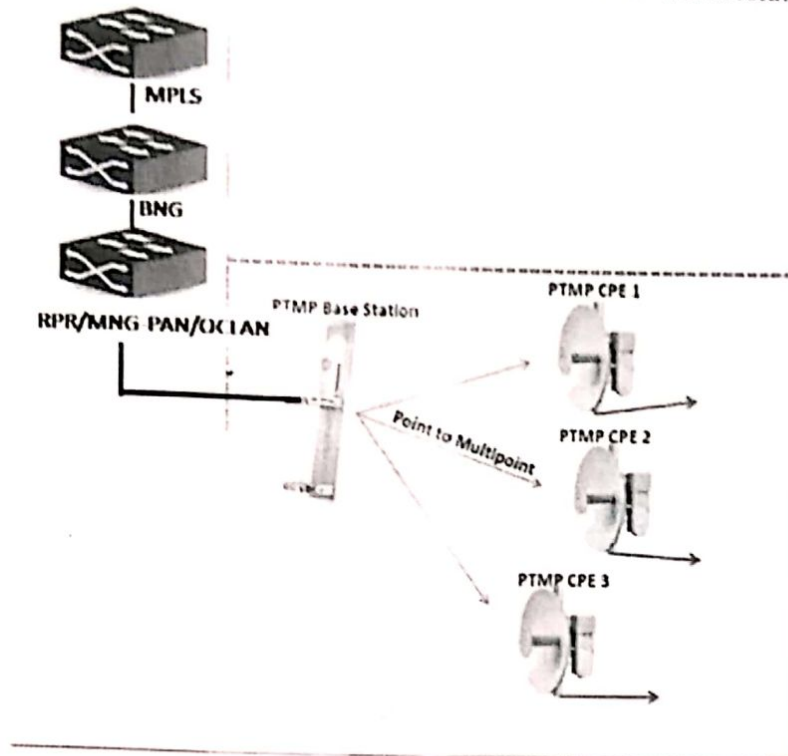
4. Responsibility of BSNL:

- i. BSNL shall provide central Billing & Authentication Platform {AAA server, Subscriber profile repository (LDAP or RDBMS, Policy Manager (SSSC) & Charging Gateway}. Each Subscriber would be authenticated by AAA server of BSNL.
- ii. RF base equipment (Managed LAN Switch /Server etc) of RBSP Partner shall be integrated with the SSSC of BSNL. BSNL shall facilitate the process.
- iii. RBSP shall be given space and power for installation of Radio equipment/antenna in BSNL buildings, roof tops & towers. The space & power as required shall be provided free of cost by BSNL subject to technical feasibility and availability.
- iv. Each Subscriber would be created in the BSNL Centralized Billing and Authentication System and Subscriber details would be available at the central AAA server, SSSC where RBSP base station equipment has been integrated.
- v. BSNL shall provide central Billing & Authentication Platform. Subscriber will be owned by BSNL. BSNL shall Maintain CAF of the customers
- vi. BSNL shall provide the Call Centre Support.
- vii. To maintain the customer records as required by Licensor, Regulator and Law enforcing agencies.
- viii. To operate & maintain telecom equipments/network owned by BSNL.
- ix. Post sale obligation in respect of any device (Wi-Fi Router, Home Gateway, USB Wi-Fi adapter etc.) sold to customer directly by either party (i.e. BSNL or Bidder) shall rest with either party (who sold the device to the partner).

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Typical Radio Modem Implementation shall be as per below architecture diagram -



6. Payment terms

- i. One time installation charges as per tariff plan, shall be kept by BSNL.
- ii. BSNL shall not pay any amount, out of security deposit collected by BSNL from Bharat Air Fiber customers.
- iii. The Payment to the partner shall be made online through Prepaid Wallet similar to FTTH wallet. Bill shall be collected using this wallet given by BSNL. Due amount payment settlement shall be done on monthly basis based on the bill collections done by partner and payments made by customer in BSNL customer Service Center.
- iv. RBSP need to mandatorily use Wallet for collection of bills issued by BSNL from customers and Franchisee Management system.
- v. RBSP shall receive upto 90% revenue share in the wallet in the form of "On The Fly" (OTF) commission after deduction of 5% TDS margin after payment of bill by the customer. RBSP to submit invoice for 100% amount including GST. The 10% withheld amount shall be settled after confirmation of satisfactory SLA by SSA. The amount settled through the invoice shall be credited into the wallet after adjusting OTF already given SLA & penalties.
- vi. BSNL shall impart necessary training to the Partners for integration with the Network and on marketing strategies and use of Franchisee Management System/ pre pre Paid Wallet system etc.
- vii. 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.

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viii. 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 RBSP shall be adjusted accordingly on quarterly basis.

ix. Following SLA's for failure/disruption of the services are to be met by the partner.

S. No.	Name of Parameter	Benchmarks	Averaged over a period	Penalty in case of non-adherence of benchmark
1	RF base station down time	Less than 8 hour on a cumulative basis in a calendar month	Per month	Rs. 100/- per hour per AP

x. The above penalties shall be applicable if the failure/ disruption is due to the fault on part of the RBSP. RBSP shall not be penalized if the failure is due to fault on account of BSNL part.

xi. In case of not meeting the SLA, penalty shall be applied and upper limit of penalty should be **10%** of BWSP's monthly payment

7. Amount permissible to be BWSP partner:

7.1 RBSP shall be paid fixed amount for providing service under various plans as below:

Tariff plan With FMC (Excluding GST) (Rs)	Per connection fixed amount to channel partner (Rs)	Per connection share to BSNL (Rs)		Rural incentive to channel partner (Rs)
		Min (Rs)	Max (Rs)	
Rs.450/- to <Rs.500/-	125	325 450-125	374 (=499-125)	50
Rs 500/- to <Rs 600/-	153	347 (=500-153)	446 (=599-153)	30
Rs 600/- to Rs <700/-	184	416 (=600-184)	515 (=699-184)	20
Rs 700/- to Rs <800/-	218	482 (=700-218)	581 (=799-218)	0
Rs 800/- to Rs <900/-	255	545 (=800-255)	644 (=899-255)	0
Rs 900/- to Rs <1000/-	295	605 (=900-295)	704 (=999-295)	0
Rs 1000/- to Rs<1100/-	338	662 (=1000-338)	761 (=1099-338)	0
R 1100/- and above	384	716 (=1100-384)	Depends upon plan	0

7.2 Rural incentive to channel partner shall be applicable for customers in rural area till number of customer connections are less than 50 from one base station of rural area.

7.3 The fixed amount per connection shall be payable on the realized revenue (Including Fixed Monthly charges and usage)

Duration of the contract period

- 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 RBSP and mutually negotiated terms & conditions for another 3 years (including commercial).
- iii. There shall be a lock in period of minimum 3 years for the bidder 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.

9. Delivery of service –

- i. The RBSP shall launch the services & get functionally tested first RF location for functional acceptance by BSNL and declare "Launch of Services" within 3 months from the date of agreement with the RBSP.
- ii. The RBSP equipment shall be declared commissioned after Acceptance Testing by BSNL.

10. Termination – the agreement shall be terminated by giving a one months notice to the RBSP in case of

- i. Failure to Commission the equipment and /or execution of the work at all by the RBSP within 3 months from signing of agreement.
 - 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 continuously for 3 months.
11. The agreement may also be terminated by mutual, written consent of the 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.
 12. Leased line/MPLS VPN shall not be provided under this agreement. Instructions in this regard shall be issued separately.
 13. Other terms and conditions of agreement shall be same as for FTTH Partners circulated by BSNL CO Vide letter no 64-253/2017/NWP-BB/FTTH dated 24.09.2018.

BNL