

**Guidelines and procedure for use of warehousing complexes of CWC for installation of Mobile/ Telecom Towers on commercial basis.**

**Context**

The Corporation has been receiving business proposals from various telecom service providers for installation of Mobile/ Telecom Towers on commercial basis in the vacant land of the warehouses wherever feasible. The policy for the same has already been circulated to all Regional offices. Now it has been decided to utilize the open space available at our warehouses by offering to mobile / telecom service providers for installation Mobile/ Telecom towers for commercial purpose on a fixed tariff.

**OBJECT**

1. To utilize the vacant open space of the warehouses for gainful purposes.
2. To increase the profitability of the Corporation by utilizing vacant open space in the warehouses premises, which otherwise cannot be put use.
3. To provide value added services to its user by arranging space for public utility services viz installation of Mobile/ Telecom towers.

**Guidelines and Procedure**

The scheme for installation of Mobile/ Telecom Towers on commercial basis in the vacant land of the warehouse in CWC shall be regulated as following guidelines:

1. **Agencies/parties** would have to obtain necessary permission from concerned Authorities and CWC would not involve itself in such activity except extending permission and/or site/space to interested parties/agencies and
2. The core activity of CWC, as mandated by Warehousing Corporation Act, 1962 would not be affected.
3. Minimum 140 sq. feet (13 Sq. Mtr.) net area shall be allowed for installation of mobile towers. The mobile towers being the part of

commercial activity of the telecom companies and a source of revenue generation; open space and covered space has no difference for the installation of mobile towers hence **minimum 4 times of the net area rate per sq. mtr. of covered space (as per existing tariff) may be charged as monthly rent/storage charges** from the telecom company/operator.

4. In case the area is increased /decreased the rent/storage charges shall be increased /decreased proportionately subject to minimum 140 sq. ft ( 13 sq. mtrs ).
5. Three months advance rent/storage charges should be collected from the party.
6. In case the same mobile tower is shared with more than one telecom/mobile/ ISPs Company by the mobile tower operator then additional 50% of the agreed rent/storage charges shall be charged for each additional mobile/telecom/ISPs company on monthly basis. But the payment of all the mobile operators shall be charged from the operator who has installed the tower. The mobile tower operator shall submit a certificate on completion of the installation of the mobile tower that how many mobile/telecom/ISPs companies etc. are sharing the facility. The mobile tower operator shall also submit a certificate annually about the same.
7. 6% escalation on the agreed rate shall be applicable annually.
8. The GST as applicable shall be charged extra.
9. The bills should be raised monthly in advance.

### **Broad Terms & Conditions of Land License Agreement**

1. Only the reputed Mobile/Telecommunication companies or other agencies authorized by them will be eligible for installation of mobile towers in warehouse campus.
2. The mobile tower operator company shall obtain the license, NOC or any other required permission from the concerned Local bodies/State/Central Govt. Authorities and fees/levies etc. if any shall be borne by the mobile tower operator.

3. The mobile tower operator company shall obtain the insurance if needed of the structure/erected on the space provided by the CWC. The mobile operator shall absolve the CWC from all the risks & cost etc.
4. In case of any accident/exigency, the tower operator company shall be solely liable for any kind of loss to the CWC premises/property or loss to any third party and shall absolve CWC from all kind of risks and cost.
5. The mobile operator company shall handover the possession of the land area after disposal of the structure to CWC after completion/expiry of the contract period.
6. The mobile operator company shall bear the repair and maintenance, electricity and water charges expenditure.
7. The mobile operator company shall obey the rules and regulations as applicable for the installation/operations of the mobile towers.
8. The mobile operator company shall obey the Labour Laws, local laws and telecom laws and shall absolve CWC for any kind of risks and disobedience etc.
9. The CWC shall conduct periodical inspections (preferable annually or as and when required) to know the status of sharing of the mobile tower by the different telecom/mobile ISPs companies. The mobile tower operator shall facilitate the Corporation in the said inspections.
10. In case the sharing of mobile tower not found in accordance (i.e. sharing higher telecom/mobile/ISPs etc. than the declared) to the declaration by the tower operator the Corporation shall impose the penalty equivalent to ten times of the existing monthly storage/rent charges.
11. In case of public protest, any law & order situation due to installation of mobile tower, needs to shift tower due the order of Govt. body /CWC, the mobile tower shall be removed / shifted at no cost of CWC