



**Maharashtra State Electricity Distribution Company Ltd.**

**EXPRESSION OF INTEREST (EOI)  
INVITING PROPOSALS FOR MOBILE  
TOWER ERECTION AT MSEDCL  
PREMISES AND SUPPLY OF LINKS  
TO MSEDCL OFFICES**

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**BID DATA SHEET**

**EOI OF MOBILE TOWER SITES**

1.	EOI Fee	Rs. 1000/- in the form of demand draft in favor of MSEDCL.
2.	Issue of Notice for EOI	14-06-2018
3.	Pre-Bid Meeting	21-06-2018 at 15:00 hrs
4.	Last date for submission of proposals	28-06-2018 upto 16:00 hrs  Proposed Solution to be submitted in sealed envelope at the Office of ED (IT &CS), MSEDCL, 4 <sup>th</sup> floor, Prakashgad

  
**General Manager (IT)**  
**MSEDCL**

## MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.

### TERMS AND CONDITIONS OF EOI FOR MOBILE TOWER ERECTION AT MSEDCL PREMISES AND SUPPLY OF LINK TO MSEDCL OFFICES

#### 1. Preamble

MSEDCL is implementing various Information and Communication Technology (ICT) based projects. Critical Business processes are executed through these ICT applications. Good and stable Connectivity is critical component for these projects.

MSEDCL want to explore opportunities to leverage the free spaces at MSEDCL *Premises (approx.. 5300 nos.)* by allowing the Mobile Tower Companies/Bandwidth Service Provider to set up Mobile Towers at MSEDCL's premises, so that the various bandwidth requirements of MSEDCL can be fulfilled & at the same time can generate revenue for MSEDCL.

Expressions of Interest are invited from leading companies from Telecom Industry. In lieu of providing licenses for space for mobile towers, prospective bidders are requested to submit their detailed solutions with respect to following:

1. Providing communication backbone across MSEDCL Offices in Maharashtra.
2. Revenue Sharing model from the tower business
3. Roles & responsibilities of MSEDCL & ISP
4. Licensing and Permission requirements

#### 2. Terms & Conditions

##### i) Pre-Qualification

Following Bidders are allowed to participate in the EOI for allotment of sites at MSEDCL owned Premises (approx.. 5300 nos.) all over Maharashtra for Ground Based/Roof Top Mobile Towers.

License holder's/service providers possessing unified license/unified access service license/cellular mobile telephony license including the broadband license access and should have been allocated necessary spectrum for providing mobile telephony services in Maharashtra from Department of Telecom, Govt. of India

OR

IP-I service providers who are registered with Department of Telecom.

- ##### ii)
- Bidder has to provide the complete tower erection plan and link connectivity solution includes basic Tower Design, power supply design,

RF radiation limits etc.

- iii) **Free Cellular connectivity** (within tower vicinity) from all the service providers who are using the respective mobile tower.
- iv) **Free bandwidth:** Bidder has to propose free minimum 10 MBPS Internet leased line (1:1) with minimum of 4 Public IP and 4 MBPS MPLS link at MSEDCL Offices/Locations within 5 Kms radius of Mobile Tower. MSEDCL will have undisputed rights to further extend these links for its own use.
- v) **Additional Bandwidth:** Bidder has to propose the additional bandwidth charges in case of higher bandwidth required
- vi) **Revenue Sharing:** - Bidder has to propose the **Revenue Sharing** model in lieu of MSEDCL's space utilized for Mobile Towers. Bidder has to propose the Percentage of Profit (post tax & excluding all expenses) that it will share with MSEDCL. **Revenue Sharing** may be either monthly or quarterly. Detailed Audit will be done while deducing the due share. Bidder may propose single enterprise wide model, differential model or location based model.
- vii) The initial period of the contract for the rented premises is minimum 5 years which shall be renewed at the sole discretion of MSEDCL upto a maximum period of 15 years. Further decision of allotment of space shall be taken afresh.
- viii) Bidder has to propose required permissions and concern authorities to erect the Mobile Tower in MSEDCL premises and its bidders' responsibility to take all necessary permission to erect Mobile tower. Bidder needs to define all required documents/permission/licenses/etc. beforehand.
- ix) All proposed Telecommunication Cell Sites/Base Station in any area in the State of Maharashtra shall be install as per guidelines issued by Govt. of Maharashtra Notification No. TPS/1810/1975/CR NEW 65/12/DP/UD-13 Dt.04.03.2014.
- x) The Bidder shall obtain all necessary permissions/specific approvals for erection of Mobile Tower under MRTP Act 1966 as well as from all relevant statutory authorities as may be applicable.
- xi) The Bidder may carry out extensive study of the premises and propose solution outlining the MSEDCL's objective of free bandwidth and revenue sharing. MSEDCL authority's responsibility is limited only for providing the space for Erection/installation of Infrastructure. The summary of its premises is given in Annexure A.

- xii) The Tenderer shall borne the all expenses including fees of the services to be engaged Processing fees, License fees, Permit etc levied by Statutory Authorities.
- xiii) The successful bidder/licensee will be required to follow guidelines of Telecom Enforcement, Resource & Monitoring (TERM) Cells (DoT) for the safety norms of high masts and Electro Magnetic Field (EMF) radiations.
- xiv) The service provider/licensee will obtain separate Electricity/Utility connection on their own. MSEDCL will in no way be responsible for permissions/sanctions from other local authorities/departments. The service provider/licensee will make arrangements at its own cost, the security of the rented premises.
- xv) The service provider/licensee will pay all applicable charges like GST, property tax etc. on account of the usage of licensed premises.
- xvi) The service provider/licensee will hand over the vacant possession of the premises on “as is where is” basis to MSEDCL on expiry, cancellation or termination of the license, whichever occurs first.
- xvii) The service provider/licensee will submit the Indemnity Bond to indemnify MSEDCL from any kind of loss/damage etc. due to installation of equipment.
- xviii) Generator sets installed, if any, should conform to the emission and noise norms of D.P.C.C.
- xix) The structure will conform to the fire norms of Maharashtra Fire Services. Adequate precautions be taken for lightening damages.
- xx) The service provider/licensee will be solely responsible for damage to the building and for public safety.
- xxi) For the operationalization of electric towers, laying of optical fibers on the land/buildings of MSEDCL is allowed subject to the condition that the land and other facilities that are disturbed during such laying operation are restored to its original condition at the cost of successful Bidder within stipulated time frame.
- xxii) The successful service provider may utilize the its structure to put any hording for advertisement at the site or at the tower. However, the profit from the same should also be shared with MSEDCL as agreed in the contract.

- xxiii) Bidder is requested to submit the proper solution, revenue sharing model, terms & conditions, contractual obligations, technical parameters, bandwidth provisioning at MSEDCL's location, dispute resolution and arbitration mechanism, etc, in their response to this EOI. Same will be evaluated by MSEDCL and if required, MSEDCL may ask clarifications from the bidder. MSEDCL may use the inputs given by Bidder in preparing the tender for Leasing out its space in lieu of free bandwidth and revenue sharing.

**3. EOI & SUBMISSION OF DOCUMENTS**

- i) The details solution documents delineating all the objectives specified in this EOI shall be submitted in Hard Copy (duly signed) in a sealed envelope to the office of undersigned within due date mentioned in Bid Data Sheet.
- ii) The accepting authority of EOI i.e. the General Manager (IT), MSEDCL may withdraw any site without assigning any reason from the EOI at any stage.
- iii) The competent authority shall be entitled to reject any Bid without assigning any reason whatsoever and the decision of the competent authority in this regard shall be final and binding and shall not be called into question in any proceedings.
- iv) EOI Fee: To be able to participate in EOI, the prescribed EOI Fee (Rs. 1000/-) is to be paid by the bidder through Demand Draft (in favor of MSEDCL, Mumbai).

Kindly submit the proposals within due date mentioned in the Bid Data Sheet.

  
**General Manager (IT)**  
**MSEDCL**