

एळाखी विक्की चमर निमम

North Delhi Municipal Corporation



16th Floor, Civic Centre Minto Road, New Delhi Tel.No.2322-6602

No. ADC/RPC/momc/2020/D278

Dated: 0 / W /2020

CIRCULAR

in anticipation of approval of North Delhi Municipal Corporation. "Policy for permission of setting up Communication Cellular Mobile approval for implementation of the proposal of Remunerative Project Cell i.e. Towers on Wheels (COWs) in North Delhi Municipal Corporation areas" Hon'ble Mayor, North Delhi vide orders dated 06.11.2020 has accorded

Communication Cellular Mobile Towers on Wheels (COWs) in North the area under jurisdiction of North Delhi Municipal Corporation. Delhi Municipal Corporation areas"_is hereby circulated for implementation in Accordingly, attached "Policy for permission of setting

ADDITIONAL DEPUTY COMMISSIONER (R.P.CELL)
NORTH DELHI MUNICIPAL CORPORATION
ADC/RP Cell

North D.M.C.

Distribution:

- . All Zonal Deputy Commissioners
- Deputy Commissioner/Land & Estate
- All HODs
- All Chief Engineers
- All Zonal Superintending Engineers with the request to circulate the policy in the Building Department and Maintenance Division under their
- Additional Director (IT) for display on Municipal website

Copy for information to:

- Hon'ble Mayor, North Delhi
- 2. Hon'ble Chairman, Standing Committee
- 3. Hon'ble Leader of House
- 4. Commissioner, North DMC
- Additional Commissioner (Engineering)

Towers on Wheels (COWs) in North Delhi Municipal Corporation areas. permission of setting up Communication Cellular Mobile

BACKGROUND AND FACTS

rooftop of a building resulted into poor signals. they face lot of resistance from the residents of the colony/area while installing of cellular towers on signals/call drops while making the cellular phone calls. It was also pointed out that in many cased the number of complaints are being received regularly from the general public regarding poor In number of meetings, the representatives of Cellular Mobile Operators pointed out that

being received. The COW is a temporary arrangements which can be installed at required location (public places i.e. markets, parks, on road sides, parking areas and open spaces in Departments' Wheels (COWs) may be provided in the area where such types of complaints of poor signals are To resolve this problem, suggestions were received from the representative that Cellular on

adoption of the same. Delhi Municipal Corporation vide resolution No. 259 dated 04.01.2020. Commissioner North DMC Corporation for Cellular Mobile Towers on Wheels (COWs) which is approved by the House of South vide orders dated 07.07.2020 allow to process the case for approval of House of North DMC for Accordingly, the proposal was moved for adoption of the policy of South Delhi Municipal

on 16th November, 2016 Towers) Rules vide Notification dated 15th November, 2016, which was published in Gazette of India rules to regulate underground infrastructure (Optical Fiber) and over-ground infrastructure (Mobile Government of India, Ministry of Communication (Dept. of Telecommunication) has notified

by North DMC sides, Parking areas & Open spaces within Departments' premises & any other place, as deemed fit COW is a temporary structure and can be installed at Public places, Markets, Parks, on Road

- Any telecom company/service provider having Telecommunication, Ministry of Communications, permission for installation of COW within the jurisdiction of North DMC, on following terms & provider having valid license from the Dept. of Communications, Govt. of India can apply for grant of
- markets, other vacant spaces and along road sides (wherever possible) etc. The Cellular on Wheels (COW) shall be set up in public places like parking lots, parks,
- Ņ up to 8 meters (including the space required for guy wires /anchor wires etc.). The maximum area per COW shall be allotted upto 50 sq.mtrs. with maximum width

Ś

allotment shall be enhanced after every three years @ 8% per annum, compounding the North DMC. Minimum Monthly rental will be charged @Rs.50,000/- + Taxes per sharing with other Telecom Service Providers). The monthly rental charges for the land Three Hundred Thirty Nine only) per sq.ft./per month + applicable taxes (including co-Company/Service provider. month and maximum will be calculated as per actual area required by the Telecom on yearly basis. Besides, the revision of rates will be within the absolute discretion of The monthly rental charges for the land allotted for COW shall be @ Rs.339/- (Rs.



- 4 and the telecom company/service provider will follow all relevant guidelines of the COW for a maximum period of three years and minimum period of three months telecom company/service provider will be treated as AFRESH. to expiry of three years period of the allotment and the request/application of the three years then the telecom company/service provider can apply three months prior provider need to operate the allotted land after completion of maximum period of Department of Telecom, TRAI, etc. in this regard. If the Telecom company/service The North DMC will provide bare space for placement and operational requirement for
- 'n and the decision of the North DMC will prevail. North DMC staff as well as the representative from telecom company/service provider The location of the site will be finalized after conducting the joint survey with the

Since the COW is a temporary structure and can be installed at the following places:-

- Public places
- Markets,
- e) d (C) b On Road sides,
- ⋾ Open spaces within Departments' premises Any other place, as deemed fit by North DMC

telecom company/service provider. above), Horticulture Department (for 'c' above) and representative from the respective Department, R.P. Cell (for 'a', 'b', 'd' 'e' & 'g' above), Land & Estate Dept. (for 'f' For joint survey and finalization of the location of the site, teams can be formed at Zonal level comprising of officials from Building Department, Maintenance

- 9 North DMC in its own capacity reserves the right to out-rightly reject any application without assigning any reason.
- .7 above the ground level at any location. The maximum height of any structural element installed with COW will be upto 30 mtr.
- ò will reserve the right to ensure that there is no violation of the same. The COW shall be installed for the enhancement of mobile signal and the North DMC
- 9 The telecom company/service provider shall take the site on "As is where is basis"
- 10 the already allotted site in case of any need as may be deemed appropriate by the whatsoever. It will be the absolute discretion of the Corporation to direct re-location of rental charges or any claim, compensation, damages or any other consideration the telecom company/service provider will not seek any adjustment in the monthly All the sites will be tentative and are subject to change of site by North DMC for which
- 1 telecom company/service provider and the cost of electric connection including ensure that all the electric wiring, gazettes are used and maintained properly and are borne by the company/service provider. The telecom company/service provider will cabling, penal, electric meter, electric charges and other ancillary charges, shall be The infrastructure facilities such as electric connection shall be arranged by the
- 12 The space upto the maximum of 50 sq. mtrs. will be considered including all these

on any pretext.(It will be the absolute discretion of NORTH DMC to determine and facilities and no excess space will be covered by the telecom company/service provider allow the space upto 50 sq. mtrs.)

- 13. dept. as per law and will submit the following documents:statutory permissions / certificates if required for the same from any other agency or The telecom company/service provider at its own cost shall take the necessary
- keep harmless from all losses / damage/ fire. The telecom company/service provider will indemnify the North DMC to
- <u>5</u> (wherever applicable) Objection Certificate from Archaeological Survey of India (ASI)
- **C** No Objection Certificate from Airports Authority of India (AAI) (only in case if the location is marked in 'Red' Zone in Colour Coded Zoning Map (CCZM) specified by AAI}.
- <u>a</u> submitted alongwith the application in the Corporation. existing mobile towers the SACFA clearance, wherever available, will be declaration in this regard will be submitted by the applicant. In case of towers in the Corporation and the SACFA clearance, when obtained will individual location will be submitted along with the application for new Telecommunication, Govt. of India with registration number for the (SACFA) clearance acknowledged by WPC Wing of Department of application for Standing Advisory Committee on frequency Allocation As per guidelines of Department of Telecommunications (DOT), a copy of submitted within 6 months of granting permission. The
- 14. comply with all applicable laws of the country. designated site and shall maintain the same in neat and sanitary conditions and The telecom company/service provider shall install/operate the COW within the
- 15 directions/guidelines of the Hon'ble Court or the departments/agencies shall be the fine as per applicable laws will be imposed on it. In this regard, the North DMC. In case the telecom company/service provider fails to maintain the same, cleanliness so as to create a clean and healthy environment to enhance the image of The telecom company/service provider shall ensure high standard of hygienic and
- 16 lapse on the part of the telecom company/service provider will be the sole company/service provider will indemnify and can be indemnified the North DMC for responsibility of the telecom company/service provider only and the North DMC will Any physical (or otherwise) damage or injury to the commuters / passersby due to any losses on this account. no legal obligations or liabilities towards the injured.
- 17. special measures are installed at the applicable site and are kept in good condition. The telecom company/service provider will ensure that fire detection; lightening and
- 18 any time and agrees voluntarily and unequivocally to abide by and comply with all un-fettered access to the authorized representative of the North DMC for inspection at The telecom company/service provider agrees voluntarily and unequivocally to provide breach and permission, so granted, will be revoked. instructions as may be indicated by the North DMC. Non compliance will be treated as
- 19 Encroachment: - The telecom company/service provider will strictly not encroach upon



- provider encroaches upon the public land, the North DMC reserves the right to revoke any area and shall restrict to allotted site only. In case, the telecom company/service the permission and forfeit the interest free performance security.
- 20. Security Arrangement: - The telecom company/service provider will ensure safety and safety and security of the sites. The North DMC in any case will not take any security of the equipments installed at the allotted sites and will be responsible for responsibility of theft/loss.
- 21 company/service for a maximum period of seven days, after which North DMC (commercial/non-commercial) for any purpose inside/or outside the sites, a fine of sites. In case, the telecom company/service provider installs any type of signage type of signage (commercial/non-commercial) for any purpose inside/or outside the No Signage: - The telecom company/service provider shall not be allowed to install any reserves the right to revoke the permission w.r.t. such site(s) without any Rs.10,000/- (Rupee Ten Thousand) per day per site will be imposed upon the published in Gazette of India on 16.11.2016, since this Policy is based on the said Department of Telecommunication notification dated 15.11.2016, provider-I(IP-I) can install mandatory non-commercial signage only, as per provisions of notice/communication. The telecom company/telecom service provider/infrastructure which
- 22. company/service provider at its sole risk and expense, at all times during the term requirements of the carriers of all insurance on or relating to the sites. The telecom conform to every applicable requirement of law or duly constituted authority or the Compliance with the Law: - The sites and the fixtures and the appurtenances thereto Court or any other judicial/quasi judicial body/authority. The same shall be the abide by the judgments passed from time to time by Hon'ble Supreme Court / High Delhi Fire department. The telecom company/service provider shall comply with and governments, municipal bodies, and all applicable rules and also regulations of the provider shall comply with all applicable statutes, rules and regulations of central, state thereof promptly comply with all such requirements. The telecom company/service responsibility of telecom company/service provider.
- 23 should not disturb the free moments of the traffic/public and shall preferably be away The selection of site for installation of COWs and its operation shall be such that it from the school/hospital and places where heavy traffic and public movement is being
- 24. safety measures and structural stability. The COW may include the base of the tower on Wheels subject to fulfillment of the
- 25 clearance of DPCC. Generator (D) Sets, as per guidelines issued by DOT will be submitted along with Automotive Research Association of India (ARAI) to the manufactures of the Diesel For providing generator set for COW, a copy of the type test certificate issued by
- 26 DOT in this regard. However, a Self-Declaration in this regard will be submitted by the The telecom company/service provider shall ensure the safety guidelines issued by
- 27. monthly rental charges,. If any COW is found installed without permission after 30 days arrears from the date of their existence with penalty @ 25% over and above the the time of regularization within 30 days of notification of Policy, will have to pay For COWs existing before issue of this Policy, telecom company/service provider, at



of issue of this Policy then it shall be regularized after payment of penalty @ 50% over and above the monthly rental charges. The rental charges as well as the penalty will be provider will have to submit an affidavit along with other requisite documents. charged on monthly basis. For date of existence of COW, the telecom company/service

handover the vacant sites. company/service provider to remove its material from the sites and peacefully permission whichever is earlier, a 15 days period will be provided to the telecom After expiry of the period of permission due to efflux of time or termination of the

28.

days Grace Period. shall have the right to seize these materials. Unauthorized occupancy charges articles and hand over the vacant sites before such period otherwise the North DMC The telecom company/service provider shall vacate the sites by taking away all its (equivalent to twice the monthly rental charges) will be levied after expiry of such 15

- 29. temporarily to anybody else and shall not be allowed to take any person to share the towers, except in accordance with this permission, without the prior permission of the not transfer, assign or part with the sites or any portion thereof permanently or Transfer: The telecom company/service provider, during the tenure of permission shall North DMC
- 8 interest free performance security and payments made. revocation of the permission, with the North DMC reserving the right to forfeit all point during the period of permission and violation of the same, will lead to the subletting the whole or part thereof of the sites, will strictly not be allowed at any Assignment and Subletting: - Any form of assigning the right to the permission or
- 31. of permission letter. Since the Policy already provides for installation of COW for a with efflux of time. The monthly rental charges will be charged from the date of issue subject to fulfillment of the terms and conditions, and such permission should expire from the date of issue of permission letter. Such permission would remain applicable Duration of permission period: - The permission shall be for a period of 3 (three) years the permission shall stand terminated/revoked and security deposit will be refunded the Monthly Rental Charges for the notice period. On expiry of the said notice period the permission by giving three months advance notice in writing along with payment of minimum period of 3 months, the telecom company/service provider can surrender minimum period of 3 months and maximum period of 3 years, so after the initial
- 32 solely responsible for compliance with all Labour laws which shall include all liabilities be employees of the North DMC and the telecom company/service provider shall be personnel as per law and it is agreed they shall at no point of time be or construed to all fringe and employee benefits including statutory contributions in respect of such compensations funds and employees state insurance and other taxes and charges and superannuating, pension and provident fund contributions, contributions to worker's Compliance with applicable Laws: - The telecom company/service provider shall bear Act and other Labour Welfare Act in respect of its personnel. of the Provident Fund Act, ESI Act, Workmen's Compensation Act, Minimum Wages wages, bonuses, payroll taxes or accruals including gratuity,
- 33 Employees conduct: - The telecom company/service provider shall ensure that all employees are prohibited from carrying on any unfair activities, demonstrations in the persons employed behave in an orderly and disciplined manner and that the said



For dispute of any kind, the jurisdiction of courts will be Delhi only.

35. **Settlement of Disputes:**

35.1 **Amicable Settlement**

The Party receiving the Notice of Dispute will consider the Notice and respond to it in either Party of the contract may send a written Notice of Dispute to the other party. In case of dispute arising between the parties regarding any matter under the contract, dispute cannot be amicably settled within 30 days following the response of that party, writing within 15 days of receipt. If that party fails to respond within 15 days, or the

Clause 32.2 shall become applicable.

35.2 Arbitration

- Any Dispute which is not resolved amicably by conciliation, as provided in be Delhi and the language of arbitration proceedings shall be English. Arbitration and Conciliation Act, 1996. The venue of such arbitration shall Commissioner. Clause 35.1, may be referred to the Sole Arbitrator to be nominated by the Such arbitration shall be as per the provisions of the
- 35.2.2 made in any arbitration held pursuant to this Clause 32.2 shall be final and The Arbitrator shall make a reasoned award (the "Award"). Any Award binding on the Parties as from the date it is made, and the Licensee/ contractor and the North D.M.C agree and undertake to carry out such Award without delay.
- 35.2.3 The Licensee/ Contractor and the North D.M.C agree that an Award may be case may be, and their respective assets wherever situated. enforced against the Licensee/ Contractor and/or the North D.M.C, as the
- 35.2.4 All legal disputes between the parties shall be subject to the jurisdiction of the court(s) situated in Delhi.

= FEE STRUCTURE:

- ≥ charges п Ŗ. 10,000/-(Rs. Ten Thousand) per COW. (NON-
- <u>B</u> A monthly rental charge for land allotted is Rs.339/- (Rs. Three Hundred Thirty Nine REFUNDABLE)
- 0 For COWs existing before issue of this Policy, telecom company/service provider, at the time of regularization within 30 days of notification of Policy, will have to pay only) per sq.ft./ per month. and above the monthly rental charges. The rental charges as well as the penalty will be of issue of this Policy then it shall be regularized after payment of penalty @ 50% over monthly rental charges,. If any COW is found installed without permission after 30 days arrears from the date of their existence with penalty @ 25% over and above the charged on monthly basis. For date of existence of COW, the telecom company/service provider will have to submit an affidavit along with other requisite documents
- 四贝 Applicable taxes
- deposit. Security deposit will be refunded after expiry of the allotted After issuance of permission letter by the North DMC, the telecom company/service Nationalised Bank within the jurisdiction of Delhi only. period of permission plus three months. The Bank Guarantee should be drawn on any is deposited in the form of Bank Guarantee then the validity of Bank Guarantee will be provider should submit three months advance fee and two months of fee as security period. If security
- charges for first three months in respective first three months. Thereafter, the telecom by the telecom company/service provider shall be adjusted towards the monthly rental Payment Terms: The advance amount equivalent to three months rental charges paid company/service provider shall submit to the North DMC, the advance monthly rental

卫



charges per month for each site and other dues, if any, on or before 7^{th} day of the month through online payments.

constitute breach of the terms of permission and shall render the permission liable to Non-payment of monthly rental charges and other dues within the prescribed date will dues are not made by the due date with arrears, if any. In case, payment remain shall be charged for the full month if the payment of monthly rental charges and other till the monthly rental charges and other dues are finally squared up. Şuch interest outstanding after the due date and falling in arrears. Interest shall continue to accrue 15% per annum on the amounts of permission and other dues payable remaining be revoked. Besides, the telecom company/service provider shall pay an interest of outstanding for a maximum period of 45 days, the permission shall stand terminated.

≡ S.O.P.FOR GRANT OF PERMISSION

having valid license from the Dept. of Telecommunication, Ministry of Communications, Govt. of Application for grant of permission will be submitted by the telecom company/service provider

List of documents to be submitted along with application to Remunerative Project Cell, NDMC, 16th Floor, Dr.S.P.Mukherjee Civic Centre, Jahawahar Lal Nehru Marg, New Delhi – 110002

- copy of registration certificate of the company. Copy of relevant license issued by the Dept. of Telecommunication, Govt. of India and
- COW duly signed by the applicant and the Structural Engineer. The Plan should include the extent of land required for establishment of the over ground telegraph The telecom company/service provider will submit the plan and location plan of the infrastructure for COW;
- ≓ No Objection Certificate from Archaeological Survey of India (ASI) (wherever
- Ξ. location is marked in 'Red' Zone in Colour Coded Zoning Map (CCZM) specified by AAI. No Objection Certificate from Airports Authority of India (AAI) (only in case if the
- < (ARAI) to the manufactures of the Diesel Generator (D) Sets, if applicable, along with Copy of the type test certificate issued by Automotive Research Association of India clearance of DPCC
- Self-declaration of SACFA Clearance, to be obtained within six months.
- <u>≦</u>: ≤. Indemnity bond / Affidavit as per clauses mentioned at Sl.No. 13, 16, 25 & 26 above
- ≦ the NORTH DMC to keep harmless from all losses /damage/ fire The telecom company/service provider will submit an Indemnity Bond indemnifying
- $\bar{\mathbf{x}}$ safety of the over ground telegraph infrastructure of COW; Certification of the technical design by a structural engineer attesting to the structural
- × provider for the purposes of communication in regard to the application made, The names and contact details of the employees of the telecom company/service

TIMELINES



| | 5. | 4. | 3. | | | | | | | | | 2. Jo |
|---|---|---|---|--------------------------|------------------------------------|---|---|----------|---|---|--|--|
| | Grant of permission | Deposition of Advance Monthly Rental Charges (equivalent to 03 months monthly rental charges) & security deposit (equivalent to 02 months monthly rental charges) | ssuance of Letter of Acceptance | company/service provider | (vi) Representative of the telecom | (v) Representative from Horticulture Deptt. (in | (iv) Representative of Land & Estate Deptt. | of Park) | (iii) AC/RP Cell or his representative (except in case found in order | (ii) EE(M) of the zone/area or his representative | (i) EE(B)/of the zone/area or his representative | Joint Inspection of site(s) by the following Members/Team: |
| including deposition of advance monthly rental charges security deposit | Within 07 working days of completion of all formalities | Within 15 days of issuance of letter of acceptance | Within 07 days of joint inspection, if site found feasible. | | | | | | found in order | documents submitted are | documents and if the | Within 07 days of scrutiny of |



"APPLICATION FORMAT FOR ALLOTMENT OF SPACE OF SETTING UP COW (COMMUNICATION CELLULAR MOBILE TOWER ON WHEELS)/MBTS

| 0 |
|---------------|
| - |
| _ |
| _ |
| \mathbf{c} |
| |
| \subseteq |
| 2 |
| \rightarrow |
| Т |
| ~ |
| ,5 |
| 7 |
| _ |
| ~ |
| |
| _ |
| 듄 |
| \exists |
| _i |
| |
| Ш |
| ᅍ |
| |
| \mathbf{I} |
| = |
| |
| ₽ |
| (|
| _ |
| |
| |
| |
| |

| | | | | | | | | | | Date: |
|---|--|--|------------|-------|---|------|--|--|----|-------|
| | | 5. | 4 . | 'n iɔ | | Sir, | SUB: AI FOR INI WHEEL | The Dep Remund North D | To | |
| 'B'. PERMISSION TYPE OR, FOR REGULARIZATION: | i. NAME OF THE COLONY:- ii. NAME OF THE WARD:- iii. NAME OF THE ZONE:- iv. LANDMARK OF THE LOCATION:- v. LATITUDE OF THE LOCATION:- vi. LONGITUDE OF THE LOCATION:- | NECESSARY DETAILS FOR SPACE OF THE COW/MBTS: 'A'. LOCATION OF THE SPACE/SITE FOR INSTALLATION OF COW/MBTS. | | | I/We, the undersigned, have carefully examined the referred policy of NORTH DMC in respect of allotment of space for installation and operation of Communication Cellular Mobile Tower on Wheels (COW)/MBTS and apply for the same, in full conformity with the said policy along with Rules and Regulations notified by Government of India, Ministry of Communication (Dept. of Telecommunication) vide notification dated 15 th November, | | SUB: APPLICATION FOR ALLOTMENT OF SPACE ON MONTHLY RENTAL CHARGES/MONTHLY FEE FOR INSTALLATION AND OPERATION OF COW (COMMUNICATION CELLULAR MOBILE TOWER ON WHEELS)/MBTS UNDER THE JURISDICTION OF NORTH DMC | The Deputy Commissioner Remunerative Project Cell North Delhi Municipal Corporation, 16th _{floor,} E-1 Wing Dr. Shyama Prasad Mukherjee, Civic Centre New Delhi-110002 | | |

(Please tick 図)

ADC/RF Cell North D.M.C.

Ö LIST OF DOCUMENTS REQUIRED TO BE ATTACHED WITH THE APPLICATION FORM:

- Telecommunication, Govt. of India Copy of relevant license or registration certificate issued by the Deptt. 앜
- =: the Structural Engineer. The Plan should include the extent of land required establishment of the overground telegraph infrastructure for COW/MBTS Plan and location plan of the COW/MBTS duly signed by the applicant and ₫
- ₽: No Objection Certificate from Archaeological Survey of India (ASI) (wherever applicable)
- ₹. marked in 'Red' Zone in Colour Coded Zoning Map (CCZM) specified by AAI. No Objection Certificate from Airports Authority of India (AAI) (only in case if the location is
- .< to the manufactures of the Diesel Generator (D) Sets along with clearance of DPCC, if Copy of the type test certificate issued by Automotive Research Association of India (ARAI)
- Self-declaration of SACFA Clearance, to be obtained within six months.
- 술. 彡. Wheels (COW)/MBTS. respect of allotment of space for installation of Communication Cellular Mobile Tower on Indemnity bond / Affidavit as per clauses mentioned at Sl.No. 13,16,25 & 26 of the Policy in
- ≦: Indemnity Bond indemnifying the North DMC to keep harmless from all losses /damage/
- Ά. safety of the overground telegraph infrastructure of COW/MBTS. Certification of the technical design by a structural engineer attesting to the structural
- × for the purposes of communication in regard to the application made; The names and contact details of the employees of the telecom company/service provider

Signature and name of the Authorized Signatory

prescribed documents as proof of acceptance of all terms & conditions of the Policy in the event application this undertaking shall be signed by the applicant and submitted along with the decision of the North DMC shall be final and binding on all. At the time of the submission of the NB: North DMC reserves the right to make any change in the Policy anytime for which the of the applicant being successful in the process.

DECLARATION/UNDERTAKING:

I/we have gone through and understood the contents of this policy document and application nothing has been concealed there from. I/We agree to the allotment of space/site is being made on carefully. The information furnished by me/us is true & to the best of my/our knowledge and November, 2016, which was published in Gazette of India on 16th November, 2016 India, Ministry of Communication (Dept. of Telecommunication) vide notification conditions given in the policy document and the Rules and Regulations notified by Government of "as is where is basis" and accept all the terms and condition of the policy and shall be bound by the

Seen and accepted.

(With Office Rubber Stamp) Signature and name of the Authorized Signatory

