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

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

A perusal of the notification by the Law Dept. shows that the SDMC being a local authority is covered under the definition of appropriate authority and it can exercise the powers with respect to framing of policies, terms and conditions within the rules framed by the Central Govt. and conditions governing the license u/s 430 of the DMC Act, 1957.

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

1. Any telecom company/service provider having valid license from the Dept. of Telecommunication, Ministry of Communications, Govt. of India can apply for grant of permission for installation of COW within the jurisdiction of SDMC, on following terms & conditions:

   1. The Cellular on Wheels (COW) shall be set up in public places like parking lots, parks, markets, other vacant spaces and along road sides (wherever possible) etc.
   2. The maximum area per COW shall be allotted upto 50 sq.mtrs. with maximum width up to 8 meters (including the space required for guy wires /anchor wires etc.).
   3. The monthly rental charges for the land allotted for COW shall be @ Rs.339/- (Rs. Three Hundred Thirty Nine only) per sq.ft./per month + applicable taxes (including co-sharing with other Telecom Service Providers). The monthly rental charges for the land allotment shall be enhanced after every three years @ 8% per annum, compounding on yearly basis. Besides, the revision of rates will be within the absolute discretion of the SDMC.
   4. The SDMC will provide bare space for placement and operational requirement for the COW for a maximum period of three years and minimum period of three months and the telecom company/service provider will follow all relevant guidelines of Department of Telecom, TRAI, etc. in this regard. If the telecom company/service provider need to operate the allotted land after completion of maximum period of three years then the telecom company/service provider can apply three months prior to expiry of three years period of the allotment and the request/application of the telecom company/service provider will be treated as AFRESH.
   5. The location of the site will be finalized after conducting the joint survey with the SDMC staff as well as the representative from telecom company/service provider and the decision of the SDMC will prevail.
Since the COW is a temporary structure and can be installed at the following places:

- Public places
- Markets,
- Parks,
- On Road sides,
- Parking areas &
- Open spaces within Departments’ premises
- Any other place, as deemed fit by SDMC

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 Department, R.P. Cell (for ‘a’, ‘b’, ‘d’ ‘e’ & ‘g’ above), Land & Estate Dept. (for ‘f’ above), Horticulture Department (for ‘c’ above) and representative from the respective telecom company/service provider.

6. SDMC in its own capacity reserves the right to out-rightly reject any application without assigning any reason.

7. The maximum height of any structural element installed with COW will be upto 30 mtr. above the ground level at any location.

8. The COW shall be installed for the enhancement of mobile signal and the SDMC will reserve the right to ensure that there is no violation of the same.

9. The telecom company/service provider shall take the site on “As is where is basis”.

10. All the sites will be tentative and are subject to change of site by SDMC for which the telecom company/service provider will not seek any adjustment in the monthly rental charges or any claim, compensation, damages or any other consideration whatsoever. It will be the absolute discretion of the Corporation to direct re-location of the already allotted site in case of any need as may be deemed appropriate by the Corporation.

11. The infrastructure facilities such as electric connection shall be arranged by the telecom company/service provider and the cost of electric connection including cabling, penal, electric meter, electric charges and other ancillary charges, shall be borne by the company/service provider. The telecom company/service provider will ensure that all the electric wiring, gazettes are used and maintained properly and are in good conditions.

12. The space up to the maximum of 50 sq.mtrs. will be considered including all these facilities and no excess space will be covered by the telecom company/service provider on any pretext. (It will be the absolute discretion of SDMC to determine and allow the space upto 50 sq.mtrs.)

13. The telecom company/service provider at its own cost shall take the necessary statutory permissions / certificates if required for the same from any other agency or dept. as per law and will submit the following documents:

   a) The telecom company/service provider will indemnify the SDMC to keep harmless from all losses / damage/ fire.
   b) No Objection Certificate from Archaeological Survey of India (ASI) (wherever applicable)
   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}.
   d) As per guidelines of Department of Telecommunications (DOT), a copy of application for Standing Advisory Committee on frequency Allocation (SACFA) clearance acknowledged by WPC Wing of Department of Telecommunication, Govt. of India with registration number for
the individual location will be submitted along with the application for new towers in the Corporation and the SACFA clearance, when obtained will be submitted within 6 months of granting permission. The self-declaration in this regard will be submitted by the applicant. In case of existing mobile towers the SACFA clearance, wherever available, will be submitted along with the application in the Corporation.

14. The telecom company/service provider shall install/operate the COW within the designated site and shall maintain the same in neat and sanitary conditions and comply with all applicable laws of the country.

15. The telecom company/service provider shall ensure high standard of hygienic and cleanliness so as to create a clean and healthy environment to enhance the image of SDMC. In case the telecom company/service provider fails to maintain the same, the fine as per applicable laws will be imposed on it. In this regard, the directions/guidelines of the Hon’ble Court or the departments/agencies shall be followed.

16. Any physical (or otherwise) damage or injury to the commuters / passersby due to lapse on the part of the telecom company/service provider will be the sole responsibility of the telecom company/service provider only and the SDMC will have no legal obligations or liabilities towards the injured. The telecom company/service provider will indemnify and can be indemnified the SDMC for any losses on this account.

17. The telecom company/service provider will ensure that fire detection; lightening and special measures are installed at the applicable site and are kept in good condition.

18. The telecom company/service provider agrees voluntarily and unequivocally to provide unfettered access to the authorized representative of the SDMC for inspection at any time and agrees voluntarily and unequivocally to abide by and comply with all instructions as may be indicated by the SDMC. Non compliance will be treated as breach and permission, so granted, will be revoked.

19. Encroachment: - The telecom company/service provider will strictly not encroach upon any area and shall restrict to allotted site only. In case, the telecom company/service provider encroaches upon the public land, the SDMC reserves the right to revoke the permission and forfeit the interest free performance security.

20. Security Arrangement: - The telecom company/service provider will ensure safety and security of the equipments installed at the allotted sites and will be responsible for safety and security of the sites. The SDMC in any case will not take any responsibility of theft/loss.

21. No Signage: - The telecom company/service provider shall not be allowed to install any type of signage (commercial/non-commercial) for any purpose inside/or outside the sites. In case, the telecom company/service provider installs any type of signage (commercial/non-commercial) for any purpose inside/or outside the sites, a fine of Rs.10,000/- (Rupee Ten Thousand) per day per site will be imposed upon the company/service for a maximum period of seven days, after which SDMC reserves the right to revoke the permission w.r.t. such site(s) without any notice/communication.

22. Compliance with the Law: - The sites and the fixtures and the appurtenances thereto conform to every applicable requirement of law or duly constituted authority or the requirements of the carriers of all insurance on or relating to the sites. The telecom company/service provider at its sole risk and expense, at all times during the term thereof promptly comply with all such requirements. The telecom company/service provider shall comply with all applicable statutes,
rules and regulations of central, state governments, municipal bodies, and all applicable rules and also regulations of the Delhi Fire department. The telecom company/service provider shall comply with and abide by the judgments passed from time to time by Hon'ble Supreme Court / High Court or any other judicial/quasi judicial body/authority. The same shall be the responsibility of telecom company/service provider.

23. The selection of site for installation of COWs and its operation shall be such that it should not disturb the free moments of the traffic/public and shall preferably be away from the school/hospital and places where heavy traffic and public movement is being done.

24. The COW may include the base of the tower on Wheels subject to fulfilment of the safety measures and structural stability.

25. For providing generator set for COW, a copy of the type test certificate issued by Automotive Research Association of India (ARAI) to the manufactures of the Diesel Generator (D) Sets, as per guidelines issued by DOT will be submitted along with clearance of DPCC.

26. The telecom company/service provider shall ensure the safety guidelines issued by DOT in this regard. However, a Self-Declaration in this regard will be submitted by the applicant.

27. 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 arrears from the date of their existence with penalty @ 25% over and above the monthly rental charges,. If any COW is found installed without permission after 30 days 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 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.

28. After expiry of the period of permission due to efflux of time or termination of the permission whichever is earlier, a 15 days period will be provided to the telecom company/service provider to remove its material from the sites and peacefully handover the vacant sites. The telecom company/service provider shall vacate the sites by taking away all its articles and hand over the vacant sites before such period otherwise the SDMC shall have the right to seize these materials. Unauthorized occupancy charges (equivalent to twice the monthly rental charges) will be levied after expiry of such 15 days Grace Period.

29. Transfer: The telecom company/service provider, during the tenure of permission shall not transfer, assign or part with the sites or any portion thereof permanently or 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 SDMC.

30. Assignment and Subletting: - Any form of assigning the right to the permission or subletting the whole or part thereof of the sites, will strictly not be allowed at any point during the period of permission and violation of the same, will lead to the revocation of the permission, with the SDMC reserving the right to forfeit all interest free performance security and payments made.

31. Duration of permission period: - The permission shall be for a period of 3 (three) years from the date of issue of permission letter. Such permission would remain applicable subject to fulfilment of the terms and conditions, and such permission should expire with efflux of time. The monthly rental charges will be charged from the date of issue of permission letter.

32. Compliance with applicable Laws: - The telecom company/service provider shall bear all salaries, wages, bonuses, payroll taxes or accruals including gratuity, superannuating, pension and provident fund contributions, contributions to worker’s compensations funds and employees state insurance and other taxes and charges and all fringe and employee benefits including statutory contributions in respect of such personnel as per law and it is agreed they shall at no
point of time be or construed to be employees of the SDMC and the telecom company/service provider shall be solely responsible for compliance with all Labour laws which shall include all liabilities of the Provident Fund Act, ESI Act, Workmen’s Compensation Act, Minimum Wages Act and other Labour Welfare Act in respect of its personnel.

33. **Employees conduct:** - The telecom company/service provider shall ensure that all persons employed behave in an orderly and disciplined manner and that the said employees are prohibited from carrying on any unfair activities, demonstrations in the vicinity of the site.

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

**II. FEE STRUCTURE:**

A) Administrative charges = Rs. 10,000/- (Rs. Ten Thousand) per COW. (NON-REFUNDABLE)

B) A monthly rental charge for land allotted is Rs.339/- (Rs. Three Hundred Thirty Nine only) per sq.ft./ per month.

C) 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 arrears from the date of their existence with penalty @ 25% over and above the monthly rental charges. If any COW is found installed without permission after 30 days 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 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.

D) Applicable taxes

E) After issuance of permission letter by the SDMC, the telecom company/service provider should submit three months advance fee and two months of fee as security deposit. Security deposit will be refunded after expiry of the allotted period. If security is deposited in the form of Bank Guarantee then the validity of Bank Guarantee will be period of permission plus three months. The Bank Guarantee should be drawn on any Nationalised Bank within the jurisdiction of Delhi only.

F) Payment Terms: The advance amount equivalent to three months rental charges paid by the telecom company/service provider shall be adjusted towards the monthly rental charges for first three months in respective first three months.

Thereafter, the telecom company/service provider shall submit to the SDMC, the advance monthly rental charges per month for each site and other dues, if any, on or before 7th day of the month through online payments.

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

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

List of documents to be submitted along with application to Remunerative Project Cell, SDMC, 25th Floor, Dr.S.P.Mukherjee Civic Centre, Jahawahar Lal Nehru Marg, New Delhi – 110 002

i. Copy of relevant license issued by the Dept. of Telecommunication, Govt. of India and copy of registration certificate of the company.

ii. The telecom company/service provider will submit the plan and location plan of the 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 infrastructure for COW;

iii. No Objection Certificate from Archaeological Survey of India (ASI) (wherever applicable)

iv. 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.

v. Copy of the type test certificate issued by Automotive Research Association of India (ARAI) to the manufactures of the Diesel Generator (D) Sets, if applicable, along with clearance of DPCC.

vi. Self-declaration of SACFA Clearance, to be obtained within six months.

vii. Indemnity bond / Affidavit as per clauses mentioned at Sl.No. 13, 16, 25 & 26 above.

viii. The telecom company/service provider will submit an Indemnity Bond indemnifying the SDMC to keep harmless from all losses /damage/ fire.

ix. Certification of the technical design by a structural engineer attesting to the structural safety of the over ground telegraph infrastructure of COW;

x. The names and contact details of the employees of the telecom company/service provider for the purposes of communication in regard to the application made;

TIMELINES

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<td>Joint Inspection of site(s) by the following Members/Team: (i) EE(B) of the zone/area or his representative (ii) EE(M) of the zone/area or his representative (iii) AC/RP Cell or his representative (except in case of Park) (iv) Representative of Land &amp; Estate Deptt. (v) Representative from Horticulture Deptt. (in case of Park) (vi) Representative of the telecom company/service provider</td>
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5. Grant of permission

Within 07 working days of completion of all formalities including deposition of advance monthly rental charges security deposit
### CLARIFICATIONS WITH REFERENCE TO THE MEETING HELD ON 09.12.2019 UNDER THE CHAIRMANSHIP OF THE COMMISSIONER/SDMC REGARDING COW/MBTS

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Sd/-
Asstt.Commissioner(RPCell)
SDMC
“APPLICATION FORMAT FOR ALLOTMENT OF SPACE OF SETTING UP COW
(COMMUNICATION CELLULAR MOBILE TOWER ON WHEELS)/MBTS

ON COMPANY LETTER HEAD

Date: ____________

To

The Assistant Commissioner (RPC),
South Delhi Municipal Corporation,
25th floor, Dr. Shyama Prasad Mukherjee, Civic Centre
New Delhi-110002

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 SDMC

Sir,

1. I/We, the undersigned, have carefully examined the referred policy of SDMC 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 15th November, 2016, which was published in Gazette of India on 16th
November, 2016.

2. I/We understand that SDMC is not bound to accept any application it receives and not
to give reasons for rejection of any application.

3. I/We have physically inspected the space/sites for installation of COW/MBTS and
ready for joint survey and finalization of the location of the space/site after having
fully aware of the present physical position of the space/sites.

4. After duly satisfying myself/ourselves of the present physical position of the
space/sites, I/We are hereby submitting our application for the under mentioned
space/sites and have enclosed the required documents as per the application along
with administrative charges i.e., Rs.10,000/- per COW/MBTS (Non-Refundable), as
per the provisions of the Policy, in the form of DD/Pay Order in favor of
COMMISSIONER/SDMC.

5. NECESSARY DETAILS FOR SPACE OF THE COW/MBTS:
‘A’. LOCATION OF THE SPACE/SITE FOR INSTALLATION OF COW/MBTS.

   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:-

‘B’. PERMISSION TYPE

WHETHER , NEW: ☐ OR, FOR REGULARIZATION: ☐

(Please tick ✓)
6. **LIST OF DOCUMENTS REQUIRED TO BE ATTACHED WITH THE APPLICATION FORM:**

i. Copy of relevant license or registration certificate issued by the Deptt. of Telecommunication, Govt. of India

ii. Plan and location plan of the COW/MBTS duly signed by the applicant and the Structural Engineer. The Plan should include the extent of land required for establishment of the overground telegraph infrastructure for COW/MBTS.

iii. No Objection Certificate from Archaeological Survey of India (ASI) (wherever applicable)

iv. 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.

v. Copy of the type test certificate issued by Automotive Research Association of India (ARAI) to the manufacturers of the Diesel Generator (D) Sets along with clearance of DPCC, if applicable.

vi. Self-declaration of SACFA Clearance, to be obtained within six months.

vii. Indemnity bond / Affidavit as per clauses mentioned at Sl.No. 13,16,25 & 26 of the Policy in respect of allotment of space for installation of Communication Cellular Mobile Tower on Wheels (COW)/MBTS.

viii. Indemnity Bond indemnifying the SDMC to keep harmless from all losses /damage/ fire.

ix. Certification of the technical design by a structural engineer attesting to the structural safety of the overground telegraph infrastructure of COW/MBTS.

x. The names and contact details of the employees of the telecom company/service provider for the purposes of communication in regard to the application made;

**DECLARATION/UNDERTAKING:**

I/we have gone through and understood the contents of this policy document and application carefully. The information furnished by me/us is true & to the best of my/our knowledge and nothing has been concealed there from. I/We agree to the allotment of space/site is being made on “**as is where is basis**” and accept all the terms and condition of the policy and shall be bound by the conditions given in the policy document and the Rules and Regulations notified by Government of India, Ministry of Communication (Dept. of Telecommunication) vide notification dated 15th November, 2016, which was published in Gazette of India on 16th November, 2016.

**Signature and name of the Authorized Signatory**

(Designation)

**NB: SDMC reserves the right to make any change in the Policy anytime for which the decision of the SDMC shall be final and binding on all. At the time of the submission of the application this undertaking shall be signed by the applicant and submitted along with the prescribed documents as proof of acceptance of all terms & conditions of the Policy in the event 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 carefully. The information furnished by me/us is true & to the best of my/our knowledge and nothing has been concealed there from. I/We agree to the allotment of space/site is being made on “**as is where is basis**” and accept all the terms and condition of the policy and shall be bound by the conditions given in the policy document and the Rules and Regulations notified by Government of India, Ministry of Communication (Dept. of Telecommunication) vide notification dated 15th November, 2016, which was published in Gazette of India on 16th November, 2016.

**Signature and name of the Authorized Signatory**

(With Office Rubber Stamp)
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SDMC