GUIDELINES FOR APPLICANTS FOR DUCTING & LAYING OF OPTICAL FIBER

Uttar Pradesh Expressways Industrial Development Authority

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1. Preamble

1.1 With the vision of providing (i) unhindered traffic along the Expressway by conventional working of ATMS, (ii) providing Wi-Fi facility to the users along the Expressway, and (iii) Connecting every town/village/ city with India and world as a whole, the Authority (UPEIDA) wants to grant rights to Infrastructure Service Providers/Telecom Operators for ducting and laying of Optical Fiber Cables. The vision of the Authority of connecting the towns/villages/cities of Uttar Pradesh with and the world is in line with the objective of National Optical Fiber Network of linking 600 million rural citizens of India across 2.5 lakh Gram Panchayats of India spread over 6600 blocks and 631 districts through Broadband optical Fiber network.

1.2 With the intent of providing Wi-Fi facility as conventional working of ATMS to provide unhindered traffic, the Authority intends to grant rights to Infrastructure Service Providers/Telecom Operators for ducting and laying of Optical Fiber Cables (OFC) along the Expressway and has prepared a policy for the same.

1.3 This Policy seeks to encourage the use of latest technology advancements in the telecom sector such as Fiber to the Home (FTTH) and innovative business models such as the Open Access Network (OAN) where physical access to the network is separated from the delivery of services. It provides a futuristic roadmap for creation of an enabling infrastructure through pre-laid OFC with sufficient bandwidth in proper ducts as part of the development infrastructure so as to allow multiple service providers to use the same infrastructure on sharing basis rather than the clamour for space by multiple infrastructure providers on individual basis.

1.4 Permission will relate to the use of public right of way along Expressways, Industrial Corridors and other roads under Uttar Pradesh Expressways Industrial Development Authority (UPEIDA), Uttar Pradesh. The guidelines shall be suitability updated from time-to-time by UPEIDA based on its discretion.

2. Eligibility to apply:

Any telecom infrastructure provider registered with the Department of Telecommunications, Government of India or any telecom services provider licensed from the Department of Telecommunication, Government of India or an infrastructure

provider duly authorised by a licensee to lay the communication and connectivity infrastructure (hereinafter called as the '**Applicant'**) is eligible to seek permissions under this policy to lay Optic Fiber Cable (OFC), erect Ground Based Masts (GBMs), Mobile and Communication Towers along the Expressway from the Authority and other statutory authorities and State Agencies.

3. Permission on Non-Exclusive Basis

3.1 Permission for Right of Way (ROW) or Right of Use (RoU) and installation of the associated infrastructure shall be provided to an eligible Applicant desirous of establishing underground communication infrastructure, dish antennas, erection of GBMs, mobile towers and communication towers, and poles for laying over-head cables on a Non-Exclusive Basis under this policy. However, given the space constraints for RoW for multiple service providers in any specific area, the principle of first mover advantage would operate and the subsequent entrant, if any, may need to share the infrastructure capacity already laid by first-moving service provider. UPEIDA reserves the right to reject the permission of any Applicant, and has the right to direct Applicant(s) to share the infrastructure capacity available, i.e available ROW along the Expressway (s) / Industrial corridor as may be applicable.

3.2 The Applicant shall earmark and notify UPEIDA a pre-defined route alignment taking into consideration the available ROW along Expressway(s) as per the required specifications (with or without a duct) as part of their development works for laying of the communication infrastructure for UPEIDA's approval, so as to avoid repeated digging and/or to facilitate the infrastructure providers seeking permissions to lay the cables in future. UPEIDA endeavours to provide the necessary infrastructure and ROW to lay the OFC with sufficient bandwidth capacity/ redundancy as part of their development plans, which may be leased out to operators/ service providers on a recurring charge basis. The modalities with regard to the technology, specifications and applicable dues for use of the duct, if any, shall be worked out separately.

3.3 The Authority in respect to Ducting & Laying of Fiber Optics Cable along the Agra Lucknow Access Controlled Expressway ("Project"), conducted an Expression of Interest (EoI) process to identify interested Applicants to undertake the laying of OFC cable along

the Project expressway. In view of the limited availability of the RoW at the Project, and on unbiased and equal opportunity principle, Authority shall inform the EoI Applicants on the date of Notification of these Guidelines, to Apply for permission as per the terms and conditions specified herein.

4. Validity of Permission

4.1 The permissions for Right of Way (RoW) or Right of Use (RoU) for laying the communication infrastructure and associated installations may be granted for the period applied for, as may be prescribed in the license/ authorisation by the competent authority, subject to a maximum of 20 years. This period would be further co-terminus with the period of lease (for land or/and building) entered into between the Applicant/Operator and the Landowner.

4.2 Permissions granted for moveable communication Towers shall be co-terminus with the period of that event or maximum three months against a specific requirement to provide communication facility to public at large subject to fulfilment of all the conditions laid in this policy for communication Towers.

4.3 Permission(s) granted to the applicant company under this policy will not be transferable and will be applicable only for the period for which it has been granted.

4.4 The permission granted under the Policy shall not, in any manner, be deemed to convey to the Applicant/ Service Provider any ownership or perpetual rights in respect of the land or structures used for laying the underground/overhead cables or other installations e.g. any Towers/ Masts etc. other than what is therein expressly granted.

4.5 In case of violation of any terms and conditions, the Competent Authority shall cause a notice to be served upon the Service Provider to rectify the violation within the period specified and grant an opportunity of hearing. Where the service provider either does not respond to the show cause notice or fails to carry out the requisite rectification within the time specified (which shall be a reasonable time), the Competent Authority may revoke or cancel the permission granted earlier. Where the competent authority is compelled to revoke or cancel the permission, the Service Provider applicant shall not be entitled for any compensation or any loss caused to it by such cancellation.

5. Submission of Applications

5.1 All applications for seeking permission of the Authority to lay the communication infrastructure, shall be submitted by the Applicant Infrastructure provider/ Service Provider, along with all the particulars and documents specified in Appendix-1, to the designated nodal officer of the Authority.ls.

5.2 In so far as possible, any scheme for laying of overhead cables on poles specifically erected for the purpose would be discouraged as the same tends to interfere with the overhead electricity distribution system apart from disturbing the aesthetics of the eco system.

5.3 Incomplete applications shall not be processed and shall be rejected out-rightly.

5.4 The Authority shall appoint a Nodal Officer within a period of 15 days of the notification of this Policy, to receive and process the applications on its behalf. The particulars and contact details of such Nodal Officer shall be published on the website of the Authority along with his/ her contact details.

5.5 The Authority post screening of Applications as per the condition of these Guidelines, through the Nodal Officer, shall recommend Applications for grant of permission, to a committee chaired by the Chief Secretary to the Government of Uttar Pradesh for approval.

6. Processing of applications:

6.1 Each application shall be duly scrutinized by the concerned designated nodal officer who may seek such additional information from the Applicant Service Provider/ Operator, as may be considered necessary for scrutiny of the application. While processing the said application, the concerned authority shall take into consideration not only the existing infrastructure services and their safety and operations but also future requirements of widening of the roads or augmentation of services. In case the proposed route alignment interferes with any services already laid, and it is feasible to relay/ re-align such services at the cost of the Applicant or the Applicant offers to undertake such realignment at his cost to the satisfaction of the competent authority, the same may be considered and allowed.

6.2 Once the concerned Authority is satisfied with the proposed alignment route/ site or such route is determined and finalized through mutual agreement and the time schedule in which the work is proposed to be executed/ completed, a Letter of Intent (LoI), along with the Agreement to be executed in this behalf, and (ii) Demand Notice for various charges including the performance Bank Guarantee, shall be issued to the Applicant by the concerned Nodal Officer of the State Government Department/ Statutory Authority/ State Agency.

6.3 The Applicant is required to submit a performance Bank Guarantee as a security for satisfactory restoration of the sites/ area and such other fees as specified in Appendix-2 of this policy and to execute an Agreement with the Authority within 15 days from the date of issue of the Letter of Intent. The performance Bank Guarantee shall be returned on written confirmation of the Authority on satisfactory restoration of site/area, and till such time the Applicant shall continuously ensure validity of the submitted Performance Bank Guarantee.

6.4 Upon issue of the LoI, the Applicant shall be expected to submit charges/fee as applicable and the performance bank guarantee as per clause 6.3 above. After submission of requisite charges/fee and performance bank guarantee shall furnish the Agreement, to the Nodal Officer within a period of 15 days. However, such documents may be accepted by the Nodal Officer up to a maximum period of 60 days from the date of issue of the LoI.

6.5 As soon as the LoI holder completes the documentation and deposits all the relevant charges, including the performance Bank Guarantee, the Nodal Officer of the concerned Authority shall issue a formal permission in favour of the Applicant so as to enable the Applicant Service Provider/ operator to commence execution of related infrastructure works.

7. Time-lines for decisions on the Applications:

7.1 The Authority will adhere to the following time-lines for grant of the relevant permissions:

Sr. No.	Event	No. of Working days

i.	Processing of applications and seeking of additional information, if any, from the date of receipt of complete application	30 days
ii.	Issue of LoI or rejection of application along with reasons thereof;	15 days
iii.	Compliance of the LoI conditions (para 6.4)	15 days subject to a maximum of 60 days
iv.	Execution of Agreements and issue of formal permission	15 days from the date of receipt of papers from the LoI holders.

7.2 The Authority is expected to issue their respective Standing Orders in this behalf prescribing the appropriate delegations in a manner so as to ensure adherence to the prescribed time-lines.

8. Time-lines to complete the infrastructure works

8.1 The Applicant Infrastructure/ Service Provider shall be required to submit the time-frame within which it plans to execute the infrastructure works. The said plan may provide stretch-wise completion schedule, along with the complete plan. It shall make its best efforts to complete the execution of works within the time-frame indicated in the application.

8.2 During the execution of related infrastructure works, the Applicant shall ensure that no inconvenience is caused to the general public in the process of carrying out its operations. If found necessary, the competent authority may direct the Applicant to undertake execution of its works during the off-peak hours or during the night times.

8.3 The Applicant shall keep the Nodal Officer of the Authority duly informed about the progress on a monthly basis, which may be reviewed at regular intervals between the parties.

8.4 Wherever the Applicant is found to be casual or non-serious about timely execution of the related works, the competent authority may revoke the permission granted after grant of an opportunity of hearing to the Applicant's authorised representative. However, where the Applicant's representative is able to establish that any such delay is for reasons

beyond their control, the Competent Authority may extend the execution period and allow the work to be completed within the mutually agreed time-frame.

9. Charges for grant of permissions for the Right of Way (RoW)/ Right of Use (RoU) and associated infrastructure etc.

Every Applicant shall be required to pay (i) the RoW/ RoU permission charges, (ii) lease charges for the Land used for its purposes, and (iii) furnish the performance Bank Guarantee as a refundable security for restoration of sites as per the details specified in **Appendix - 2** of this policy.

10. Compliance of Technical Standards and Safety conditions:

10.1 The Applicant Infrastructure/ Service Provider shall execute the communication and connectivity infrastructure works strictly as per the technical standards and parameters specified in Appendix -3 of this policy.

10.2 Notwithstanding the details specified in Appendix-3, the Applicant shall, in the course of execution of its works and maintenance thereof thereafter, at all times, adhere to all the safety standards applicable as per relevant guidelines of the Government of India/ State Government. Further, the applicant shall ensure that the system laid or the infrastructure created by him (e.g. Ground Based Masts/ Mobile/Communication Towers etc.) at all times conform to the EMF radiation norms as prescribed by the Department of Telecom, Government of India or the Telecom Regulatory Authority of India, as the case may be, from time to time.

10.3 No GBM or Tower Structures shall be allowed to be installed by any Applicant/ Service/ Infrastructure Provider unless a Structure Stability/ Safety Certificate (SSC) is obtained from one of the institutes (a) any of the IITs, (b) PEC University of Technology, Chandigarh (c) National Institute of Technology, Kurukshetra (d) Central Building Research Institute (CBRI) Roorkee or (b) any such reputed Institution/or Institute mentioned in Rule 38 (xxix-a) of Rules 1965 Government of India

11. Communication Infrastructure laid/ installed without permission

11.1 From the date of the notification of this policy, if any communication infrastructure has already been installed for which either permission has not been applied for or not granted by the competent authority, the Infrastructure/ Service provider shall be

required to apply for the same with in a period of 90 days to get such unauthorised action compounded, for which he shall be liable to pay a compounding fee, which shall be calculated @ 50% of the applicable charges as specified in Appendix-2 of this policy, subject to the condition that such communication infrastructure fulfils the conditions prescribed in this policy. Wherever any rectifications are required in this process, he may be permitted a reasonable time to undertake such rectifications.

11.2 If the infrastructure/service provider neither apply and/nor remove the communication structure, the infrastructure provider/cellular operator would be called upon to show cause as to why action should not be taken against them as per Law. If the infrastructure provider/ operator/ service provider fails to show cause or take corrective measures, the competent authority will proceed to get the unauthorized communication structure removed at the expense of such infrastructure/ service providers/ operators after having exhausted all the available opportunities to effect the show causes besides taking action as per law.

12. Indemnity Bond

The Applicant Infrastructure provider/ licensee/Operator shall indemnify the Government and any of its agencies against any loss of life or property in the process of execution of works or against any claims thereafter during the period of Operation & Maintenance of such infrastructure at all times. The Applicant shall submit the Indemnity Bond on a non-judicial stamp paper of Rs. 100/- denomination, duly attested by the competent authority.

13. Other terms and conditions:

13.1 This policy shall take effect from the date of its Notification and shall be applicable for all proposals/ requests that are pending decisions as on such date.

13.2 The applicant infrastructure/service provider/ operator shall ensure that each of the sites of the infrastructure systems, such as GBMs/ Towers or any other structure, for which permissions have been granted, are easily approachable for maintenance and operation.

13.3 The Applicant shall provide free-of-cost, Fiber optic cable (s), limited to a maximum of eight core cable Fiber per Applicant, to UPEIDA for smooth operations of ATMS (Automatic Traffic Management System). In case, there are more than one Applicant for

single route of any expressway of UPEIDA, UPEIDA shall equally divide the total requirement (up to eight core cable Fiber) amongst the total number of Applicants.

14. Revision of the existing Statutes/ rules/ guidelines by the respective Departments:

14.1 Following sets of rules/ bye-laws/ policies/ guidelines have been issued on the subject by the respective departments/ agencies:

(i) The Uttar Pradesh Public Land (Per Mission for Placing and Maintaining Optical Fiber Cable) Rules, 2001 , notified by Uttar Pradesh Shasan Information Technology & Electronics Anubhag -1 vide No. 1126/78-IT-1-Ele/98-TC dated 03.11.01 and No. 762(2)/XVII-V-1-1(KA)-6-2001 dated 28.03.01 ;

(ii) The Department of Information Technology and Electronics (Government of Uttar Pradesh), rules to regulate underground infrastructure (Optic Fiber) and Overground infrastructure (mobile towers), dated May, 2017;

14.2 The concerned Authority shall undertake suitable and appropriate amendments/ revisions in their respective statutes/ rules/ byelaws so as to bring the same in conformity with this policy within a period of **30 days** of the notification of this Policy.

15. Changes in the Policy

This policy shall be suitably adjusted to accommodate any changes that may be necessitated on account of any technology or regulatory changes which may be introduced by the Department of Telecommunications, Government of India or any other competent authority in order to keep this policy dynamically responsive to changing technology, regulatory regime or any other unforeseen developments.

Appendix - 1

Documents to be attached with the Application

1. Documents to be submitted in all cases:-

1.1 Copy of registration as a Telecom Infrastructure provider with the Department of Telecommunications, Government of India or a license granted by the Department of Telecommunications, Government of India or an authorisation from the licensee to lay the said infrastructure facilities on its behalf;

1.2 Two sets of the proposed route layout plan drawings clearly indicating the locations of any Poles/ structures/ Boxes/ Towers/ GBMs etc. for which the permission is being sought;

1.3 Time schedule (stretch-wise) for completion of the work and investment;

1.4 Indemnity bond to indemnify the Authority on a judicial stamp paper of Rs 100 duly attested by competent authority against (i) any liability for the damage caused to the infrastructure laid by the applicant for any reasons, and (ii) claims against any accidents on account of the infrastructure laid/ facilities installed or against any claims thereafter during the period of Operation & Maintenance of such infrastructure at all times;

1.5 Undertaking to pay all the applicable charges and the Performance Bank Guarantee, as specified in the Schedule of Charges (Appendix-2) to the agency according permission without any default;

1.6 Undertaking to maintain the infrastructure facilities in good and safe condition at all times during the O&M period;

1.7 Undertaking to execute an Agreement with the competent authority;

1.8 Undertaking to re-lay/ re-align the communication network/ relocate the poles/ dish antenna/ communication/ mobile tower/ ground based mast at its own cost in the event of requirement of the area for augmentation of public services e.g. widening of roads, pedestrian walkways, water supply and distribution network, sewage/ drainage network etc.);

1.9 Undertaking to abide by the terms and conditions of grant of permission and adherence to the radiation norms as prescribed by the Department of Telecommunications, Government of India or the TRAI.

2. Documents for laying underground Optic Fiber/ Co-axial Cables (in addition to those listed at Sr. No. 1 above):

2.1 Technology/ method proposed to be used for laying the cables (Horizontal Directional Digging (HDD)/ Horizontal Boring methods/ Micro Trenching or open digging) with preference for use of HDD/ Micro Trenching;

2.2 Specific area details (in sq. ft. or sq. mtrs.) required for any structures (Manholes/ Boxes/ Towers/ GBMs etc.) for which land is proposed to be taken on lease;

2.3 Dimensions (depth, length and width) of the area proposed to be used for RoW/ RoU for laying the Optic Fiber cables and other communication devices/ structures.

3. Documents for erection of Poles for overhead communication cables (subject to para 5.2 of the Policy) in addition to those listed at Sr. No. 1 above):

3.1 Specific area details (in sq. ft. or sq. mtrs.) required for erection of poles and connection boxes for which land is proposed to be taken on lease;

3.2 Details marked on town map (i) proposed route (ii) no. of poles (iii) dimension of poles (height, thickness/diameter), (iv) distance between each pole, and (v) minimum ground clearance for the cable.

4. Documents for erection of Ground Based Mast (GBM)/ Communication/ Mobile Tower (in addition to those listed at Sr. No. 1 above)

4.1 Copies of site plan indicating Specific area details (in sq. ft. or sq. mtrs.) required for the Manholes, GBM/ Communication/ Mobile Towers (for which land is proposed to be taken on lease), along with the dimensions in each case;

4.2 Location of the GBM/ Communication/ Mobile Tower duly marked on the route map, preferably with GPS readings/values;

4.3 True copy of the approval/ clearance from the Standing Advisory Committee for Frequency Allocation (SACFA) for the said location issued by Wireless Planning & Coordination (WPC) Wing of the Department of Telecommunications, Government of India;

4.4 Registered lease deed of the site, on which GBM/ Communication/ Mobile Tower is proposed to be set up. The lease agreement should be co-terminus with the period for which the permission is being sought;

4.5 True copy of permission from the Airport Authority of India or any defence establishment in case the height of GBM/ Communication/ Mobile Towers requires such approval/clearance;

4.6 Two sets of the structural Drawings of towers with complete details including the specifications of foundation, design parameters, dimensions and type of construction along with a structural safety certificate;

4.7 Certificate of adherence to the radiation emission norms as prescribed by the Department of Telecommunications, Government of India or any other competent authority;

4.8 Data Sheet containing the name of the service/ Infrastructure provider;

4.9 In case of mobile tower, capacity of Towers or antenna in megawatt;

4.10 Undertaking that the generator sets installed at the communication/ mobile towers sites/ moveable communication towers conform to the noise and emission norms prescribed by the Uttar Pradesh State Pollution Control Board;

4.11 Undertaking that the applicant has taken all precautions for fire safety, lightening etc. and shall obtain necessary permission from the concerned Fire Office of the area.

Annexure -1

We_____(Name of Telecom Infrastructure Provider), having its Circle Office at_____

and Registered Office at _____ intend to (laying underground Optical Fiber/ Co-Axial Cables, Erection of Poles for overhead communication cables, Installation of Dish Antennas, Erection of Ground Based Mast

(GBM)/ Communication/ Mobile Tower)_____

____

____ at

_____(Address/ Location). We have moved an application dated _____ seeking permission from the competent authority. In this regard, we hereby undertake the following:

1 To pay all the applicable charges and the Performance Bank Guarantee, as specified in the Schedule of Charges **(Appendix-2)** to the agency according permission without any default;

2 To maintain the infrastructure facilities in good and safe condition at all times during the O&M period;

3 To execute an Agreement with the competent authority;

4 To re-lay/ re-align the communication network/ relocate the poles/dish antenna/ communication/ mobile tower/ ground based mast at its own cost in the event of requirement of the area for augmentation of public services e.g. widening of roads, pedestrian walkways, water supply and distribution network, sewage/ drainage network etc.);

5 To abide by the terms and conditions of grant of permission & adherence to the radiation norms as prescribed by the Department of Telecommunications, Government of India or the TRAI.

(Authorized Signatory)

Name of the Authorized Signatory

Along with Company Seal

Date:

Place:

FORM 1

Application for permission/renewal of permission for installation of above ground

Telegraph Infrastructure

TO,

The Nodal Officer,

_____

_____

A.		**Details of the applicant licensee**			
1.		License Details			
2.		Name of Licensee			
3.		Registered Address			
4.		Uttar Pradesh Circle office Address			
5.		Name of authorized person			
6.		Designation of the authorized person			
7.		Phone/Mobile no. of the authorized person			
8.		E-mail			
B.		**The nature of post/tower or other above ground contrivances proposed to be established**			
C.		**The extent of land required (size and area in meters)**			
D.		**Details and location of the land and proposed site**			

1.		Plot No./Khasara No.				
2.		Road/Street				
3.		Ward no. & name of colony				
4.		City/Town or name of revenue village				
5.		Tehsil				
6.		District				
7.		Exact latitude and longitude of the proposed site				
E.		**Details of building or structure of the proposed site**				
(i)		Name of building/structure				
(ii)		Height and stories of building				
(iii)		Area of the building/structure				
(iv)		Complete address of the building/structure				
(v)		District				
(vi)		Exact latitude and longitude of the proposed site				
F.		**Not Applicable**				
G.		**Name of the Zone under which this area is falling**				
H.		**Details of the proposed Tower/Post**				
		(i) Height	**(ii) Weight**	(iii) Ground/Roof Tower	(iv) Pole/wall mounted	(v)
		(vi) Whether proposed on an open plot/building		(vii) The exact latitude and longitude of the Tower/Point		
I.		**Other related information**				
(i)		The mode of and the time duration for execution of the work				
(ii)		The inconvenience that is likely to be caused to the public and the specific measure to be taken to mitigate such inconvenience				
(iii)		The measures proposed to be taken to ensure public safety during the execution of the work				

(iv)		The names and contact details of the employees of the licensee for the purpose of communication in regard to the application made
(v)		Any other matter relevant, in the opinion of the licensee, connected with or relative to the work proposed to be undertaken
(vi)		Any other matter specified by the DoT or State Govt. or the local body
J.		**Details of fee and charges deposited**
K.		**List of documents attached Whether attached (Yes/No)**
(i)		Copy of the license granted by the DoT
(ii)		Location Plan – (Scale 1:1000)
(iii)		The detailed technical design and drawing of tower/post of other above ground telegraph structure including the specification of foundation. In case the tower/post etc. is in the vicinity or adjoining to high or low tension line, drawings showing its distance from the line
(iv)		Copy of structural stability certificate
(v)		Copy of no objection certificate issued by the Fire Safety Department in case of high rise buildings where fire clearance is mandatory
(vi)		Copy of SACFA clearance/copy of SACFA application for the said location submitted to WPC wing of DoT with registration number as WPC acknowledgement (to be submitted as soon as the location is finalized and tower is installed)
(vii)		Copy of clearance from State Environment & Forest Department, if applicable
(viii)		Acknowledgement receipt issued by TERM Cell of the self-certificate submitted by licensee (to be submitted within 30 days after radiating the tower)
(ix)		Copy of certificate issued by Automotive Research Association of India (ARAI) to the manufacturers of the DG sets
(x)		Ownership document of the building/site (Attested copy)
(xi)		Attested copy of lease agreement/deed/consent agreement deed
(xii)		Copy of relevant license/infrastructure provider registration certificate issued from DoT
(xiii)		Copy of no objection certificate (NOC) from building owner/entities having roof top rights or roof top tenants
(xiv)		Prior written consent from the authority having ligitmate right over the land/premises belonging to Central Government/PSUs, if applicable
(xv)		Any other document

Declaration

1. I hereby declare that I have carefully read the policy. I fully comply with the terms and conditions therein,

2. I understand that this application, if found incomplete in any respect and/or if found with conditional compliance or not accompanied with the processing fee, shall be summarily rejected.

3. I understand that processing fee is non-refundable irrespective of whether or not the permission is granted to me.

4. I declare that if at any time any averments made or information furnished by me is found incorrect or false, my application shall be liable to be rejected and any permission granted on the basis of such information/documents shall be liable to be cancelled/rejected.

Signatures and name of the authorized signatory with seal

Date

Place

FORM 2

Application for permission/renewal of permission for laying/establishment of underground telegraph Infrastructure/OFC or taking Fiber to Home

TO,

The Nodal Officer,

_____

_____

A	**Details of the applicant licensee**
1.	**License Details**
2.	**Name of Licensee**
3.	**Registered Address**
4.	**Uttar Pradesh Circle Office Address**
5.	**Name of authorized person**
6.	**Designation of the authorized person**
7.	**Phone/Mobile no. of the authorized person**
8.	**E-mail**
B	**Details of the proposed work to be laid**
1.	**Length etc. of the proposed work**
2.	**Route planned for the proposed work**
3.	**Nature of the proposed work**
4.	**Methodology for execution of the proposed work**
5.	**Location details including ward no. colony etc.**
6.	**City/Town/Village & Tehsil**
7.	**District**

8	**Zone under which this area is falling**	
C	**Details of fee and charges deposited**	
D	**Details of Performance Bank Guarantee to be given as per para 2.3 of Appendix 2**	
E	**List of documents attached**	Whether attached (yes/No)
i.	A copy of relevant license granted by the DoT	
ii.	The location map showing the details of underground or over ground OFC/telegraph infrastructure including route planned, exact latitude and longitude, nature of land	
iii.	Certificate by a Structural engineer attesting to the structural safety of building where the post or other ground contrivances is proposed to be established on a building	
iv.	Certificate of technical design by a structural engineer attesting to the structural safety of the over ground telegraph infrastructure	
v.	The detailed technical design and drawings of the post or other above ground contrivances (in case of over ground cabling)	
vi.	The copy of approval issued by the DoT for locations of the above ground contrivances proposed to be used for the transmission of radio waves or Hertzian waves (in case of over ground cabling)	
vii.	For forest/protected areas, the copy of clearance from State Environment & Forest Department if applicable	
viii.	The copy of consent of the owner of land/building where the OFC/telegraph infrastructure proposed to be laid	
Appendix 7		
F	**Other information for proposed work**	
i.	The details of land or building or structures where the laying of OFC/telegraph infrastructure is proposed	
ii.	The mode of and the time duration for execution of the work	
iii.	The time of the day when the work is expected to be done in case the applicant expects the work to be done during specific time of the day	

iv.	The inconvenience that is likely to be caused to the public and the specific measures proposed to be taken to mitigate such inconvenience
v.	The specific measures proposed to be taken to ensure public safety during the execution of the work
vi.	Any other matter relevant, in the opinion of the licensee, connected with or relative to the work proposed to be undertaken
vii.	Any other information required under any order of DoT, State Govt. or local body

Declaration

1. I hereby declare that I have carefully read the policy. I fully comply with the terms and conditions therein,

2. I understand that this application, if found incomplete in any respect and/or if found with conditional compliance or not accompanied with the processing fee, shall be summarily rejected.

3. I understand that processing fee is non-refundable irrespective of whether or not the permission is granted to me.

4. I declare that if at any time any averments made or information furnished by me is found incorrect or false, my application shall be liable to be rejected and any permission granted on the basis of such information/documents shall be liable to be cancelled/rejected.

Signatures and name of the authorized signatory with seal

Date

Place

---------**BANK GUARANTEE FOR PERFORMANCE SECURITY AGAINST RESTORATION WORKS**

To

Uttar Pradesh Expressways Industrial Development Authority

In consideration of —Uttar Pradesh Expressways Industrial Development Authority (UPEIDA)‖ (hereinafter referred as the —Authority‖, which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having granted permission to lay telecommunication infrastructure to M/s …… Having its office at …….. (Hereinafter referred to as the Applicant—‖ which expression shall repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), by issue of Letter of Acceptance No…… dated ……. and the same having been unequivocally accepted by the Applicant, resulting in a Contract for —……‖ (Hereinafter called the —Contract‖), and the Applicant having agreed to furnish a Bank Guarantee to the Authority as —Performance Security as stipulated by the Client in the said contract for performance of the above Contract amounting to Rs……/- (Rupees……).

We, ……..having registered office at …… and branch at …….. a body registered/constituted under the …… (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Client immediately on demand, without any deductions, set-off or counterclaim whatsoever, any or, all money payable by the Contractor to the extent of Rs…… (Rupees……) as aforesaid at any time up to ……without any demur, reservation, contest, recourse, cavil, arguments or protest and/or without any reference to or enquiry from the Contractor and without your needing to prove or show grounds or reasons for your demand for the sum specified therein. Any such demand made by the client on the bank shall be conclusive and binding notwithstanding any difference between the Client and the Contractor or any dispute pending before any Court, Tribunal , Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary or to extend the time for performance of the contract by the Contractor. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Client and the Contractor any other course or remedy or security available to the Client. The Bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Client may have in relation to the Applicant‘s liabilities.

Any demand shall be deemed to be served, if delivered by hand, when left at the property address for service; and if given or made by pre-paid registered post or facsimile transmission, on receipt.

Any waivers, extensions of time or other forbearance given or variations required under the Contract or any invalidity, unenforceability or illegality of the whole or any part of the contract or rights or any Party thereto or amendment or other modifications of the Contract, or any other fact, circumstances, provision of statute of law which might entitle the Bank to be released in whole or in part from its undertaking, whether in the knowledge of the Bank or not or whether notified to the Bank or not, shall not in any way release the Bank from its obligations under this Bank Guarantee.

“The guarantee shall also be operatable at our…….branch at New Delhi, from whom, confirmation regarding the issue of this guarantee or extension/renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation”

Notwithstanding anything contained herein,

(a) Our liability under this Bank Guarantee is limited to Rs…… (Rupees …….) and it shall remain in force up to and including……. and shall be extended from time to time for such period as may be desired by the client in whose favor this guarantee has been issued.

(b) This Bank Guarantee shall be valid up to …….

(c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee Only and only if your serve upon as a written claim or demand on or before

……(date of expiry of Guarantee).

(Signature of the Authorised official)

(Name & Designation with Bank Stamp)

NOTE:

(i) The bank guarantee(s) contains the name, designation and code number of the officer(s) signing the guarantee(s)

(ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing Branch.

(iii) The bank guarantee for Rs. 10,000 and above is signed by at least two officials (or as per the norms prescribed by the RBI in this regard).

Appendix - 2

Schedule of Charges

1. Charges:

1.1 RoU/ RoW charges:

The charges for processing applications for grant of permission for the RoU/ RoW for the Communication infrastructure shall be payable at the rates given in table 1.1 below. These charges shall be payable only one time for a period of up to 20 years or the period of license/ permission granted, whichever is lower. The Applicant Service Provider would be required to pay such one-time charges afresh on completion of the period of initial permission/ license/ or on completion of 20 years period, whichever is earlier, at the rates applicable at such time.

Table 1.1

Applicant Processing Charges for permission to Right of Way/ Right of Use (in Rs.)		Charges for Agra Lucknow Expressway
Sr.	**Purpose**	**Charges per unit**
1	Laying of Underground OFC/ Co-axial Cables (per route Kilometre)	Rs. 1000
2	Laying of overhead communication Cables using poles (per route Kilometre)	Rs. 1000
3	For every Pit dug-up, other than a man-hole with spacing of 100 mtrs. centre to centre. (in sq mtrs.)	Rs. 300
4	For every pole erected to lay Overhead Communication cables (per pole)	Rs 1000
5	Erection of Ground Based Masts (per site)	Rs. 10,000
6	Erection of Mobile/Communication Towers (per site)	Rs. 10,000
7	In case Mobile/ Communication Towers are shared (per sharing)	Rs. 10,000
8	Moveable communication towers mounted on vehicles (per such tower per month)	Rs. 10,000

1.2 Annual Lease Charges:

1.2.1 The annual lease charges in respect of land area used for the construction of manhole, erection of Poles/ Ground Based Masts/ Mobile/ Communication Towers shall be **six percent (6%) of the circle rate as prescribed by the revenue department Government of Uttar Pradesh**. The lease charges, initially determined at the time of grant of permission, shall be increased at the rate of 5% every year for a period up to 5 years. The Lease Charges will be re-fixed after a period of 5 years for another block of 5 years and so on and so forth with reference to the Circle Rates applicable at the time. The Applicant shall also have the option of depositing the lease charges upfront on lump-sum basis for a period of five years calculated at the rates determined initially without any escalation.

1.2.2 The above prescribed lease charges shall be applicable only in respect of the land owned by the Authority. Wherever the Applicant service provider/ infrastructure provider proposes to use privately owned land for the said purpose, no lease charges shall be payable to the concerned agencies to that extent and the lease agreements/ charges shall be decided/ settled mutually between the parties. The Authority would only ask for the lease agreements between the parties in such cases.

1.3 Performance Bank Guarantee (PBG):

1.3.1 The applicant shall furnish a refundable Performance Bank Guarantee (PBG) towards security for restoration of the sites dug/ used in the process of execution of works. The BG shall be valid for a period of six months over and above the completion period and would have to be renewed accordingly in the event of grant of extension of execution period. The competent authority shall discharge the BG on satisfactory restoration of the area. The PBG shall be furnished at the following rates:

1.3.2 The amount for performance Bank Guarantee against restoration shall be reviewed every five years.

Performance Bank Guarantee against restoration works (Rs. per route meter)						
	Performance Bank Guarantee	Cement Concrete Roads/Pavements	Cement Concrete Paver Blocks	Metalled Roads/Pavements	Unpaved (Kutcha) Roads/Rastas	Others
1.	Micro Trenching Method	50/-	50/-	30/-	NA	20/-
2.	Horizontal Directional Drilling Method/Horizontal Boring Method	100/-	100/-	100/-	100/-	100/-
3.	Open Digging Method	Not Allowed	Not Allowed	Not Allowed	500/-	

1.3.3 The performance Bank Guarantee, as a security against satisfactory restoration of sites, shall be valid for a period of six months over and above the project completion period. In case of time-over runs for completion of the works, the Bank Guarantee shall be renewed/ got extended by the Applicant corresponding to the revised completion period + 6months. The Applicant shall obtain formal permission for time-extension from the competent authority.

1.3.4 The Applicant shall report satisfactory completion of restoration of related work sites, which shall be visited/ ascertained by a representative of the Authority within a period of 15 days of such report. Thereafter, the Bank Guarantee shall be discharged to the Applicant within 15 days from the date of inspection thereof or 30 days of submission of the request subject to such restoration works having been carried out to the satisfaction of the said authority.

1.3.5 The Applicant may provide the PBG, as applicable for a stretch over which the work is proposed to be undertaken and roll the same over to each of the subsequent stretches, subject to the validity of such PBG for the period of execution + 6 months.

1.3.6 In case the work contemplated by the Applicant is not completed to the satisfaction of the Authority granting the permission, the Authority may extend the completion period as deemed appropriate, along with extension in Bank Guarantee. Where the Applicant fails to meet his performance obligations in this behalf within the agreed time-frame, the Authority may en-cash the Bank Guarantee and undertake restoration of the site on its own at the risk and cost of the Applicant.

Appendix -3

1. Location of Ground Based Masts (GBM) / Communication / Mobile Towers

The location of GBM/ Communication/ Mobile towers is important in view of any likely adverse impact of radiation on human health. Accordingly, it is important that the infrastructure installed conforms to the radiation and safety norms prescribed by the Department of Telecom, Government of India or the TRAI or any other competent authority in this behalf at all times. Further, the location thereof shall be governed by radio-frequency system adopted by the applicant and shall be allowed subject to the following conditions namely:-

1.1 Location of GBM/ Towers should be avoided in thickly populated residential areas in so far as feasible. In case it becomes absolutely unavoidable to do so, efforts should be made to install these structures in the open spaces such as the Parks or Green belts available in the residential sectors or open spaces/ fields in rural areas maintaining a safe distance of about 50 meters from the residential areas;

1.2 Wherever it is critical to install these communication towers in the populated residential areas to maintain the communication services and no open spaces are available, the infrastructure provider should use Micro Cell based stations where there are high number of users;

1.3 The GBMs/ Communication/ Mobile towers may be installed in the Commercial, Industrial, Institutional zones or in the open areas (except set-back area of the buildings) within the Commercial, Industrial, Institutional sites and fields outside the populated areas;

1.4 In the case of roof-top mobile/ communication towers with multiple antennas, the roof top usage is desirable to be restricted in the residential areas. However, the permission to install a mobile/communication tower may be allowed on the roof-tops of commercial or institutional buildings subject to Structural Safety Certificates as issued by the designated institutes specified in this policy.

1.5 The Authority should endeavour to explore the possibility of identifying suitable spaces along the Expressway or land as found suitable by the infrastructure provider for the installation of the GBMs/ Mobile/ communication Towers. The space for such facilities will be made available to the Applicant/ Service Provider on lease basis in

accordance with this policy within a period of one month from the date of application, failing which the Applicant shall be free to install the said structures at alternate locations/ sites identified by them, subject to the conditions laid down in this policy.

1.6 All the above conditions pertaining to the location of Towers shall also be applicable to the Moveable Communication Towers.

2. Technical parameters to be followed by the Infrastructure/ Service Providers while laying the cables (over-ground and underground), erection and installation of Poles/ Dish Antennas / Ground Based Masts/ Mobile & Communication Towers.

2.1 Laying of underground cables:-

2.1.1 The Applicant shall undertake communication infrastructure works in a manner so as to cause least public inconvenience. He would be expected to suitably cordon-off the area to ensure public safety and encouraged to execute the works during off-peak times so as to cause minimum inconvenience to the public traffic. The Applicant shall restore the dug up area/ sites to their original condition simultaneously, clear the area of any unused earth/ debris, and dispose off such debris/ earth at the sites away from the work site as permitted by the competent authority and to the satisfaction of the concerned authority.

2.1.2 The applicant shall carry out Ground penetration/ probing Radar survey for detection of existing utilities/ services along the route where the cable is proposed to be laid. The data collected in respect of existing utility services through this survey would be unconditionally shared with the Authority free of any charge;

2.1.3 As far as possible, the Applicant should carry out the work by using Micro Trenching/ Horizontal Directional Digging (HDD) techniques or Horizontal boring methods so as to minimize the damage and to cause minimum inconvenience to public;

2.1.4 The cable shall ordinarily be laid at the edge of the Right of Way or as permitted/ approved by the competent authority. In case of restricted width of the Right of Way, which may be adequate only to accommodate the carriageways, central verge, shoulders, slopes of embankment and drains, the cables shall be laid beyond the toe-line of the embankments and clear of the drain. Wherever it is found that it is not feasible to lay the cable without adversely impacting the existing utilities/ services, the permission may be declined;

2.1.5 The top of the casing/ conduit pipe containing the cables shall be at least 1.5 meters below the top surface subject to at least 0.3 m below the drain inverts;

2.1.6 Pits of 2 mtrs x 2 mtrs and 1.5 mtrs deep, or of lower size shall be made at a distance of 100 mtrs, centre-to-centre, for laying cables. However, in case of special site conditions, variable depth/ dimensions may be permitted depending on the site conditions;

2.1.7 Route markers shall be fixed, preferably in steel or concrete, along the route at an interval of 300 mtrs with clear marking of the ownership and depth of the cable laid.

2.1.8 OFC Specification: The optical fiber cable to be supplied and installed under the Applicant shall be single-mode fiber optic cable having characteristics meet ITU-T G.652B, or equivalent.

2.1.9 Metallic Cable: The size of CCP cable shall be 0.65 mm or larger. The number of pairs shall be decided taking the future demand after 10 year into consideration. Al least spare capacity of 100 % shall be Section ITS017Digital Transmission System and communication cable works TS-305 reserved for future use. The minimum number of pairs shall be 50 pairs for the cable to be installed along the expressway and 10 pairs for the cable other than the above. In case of metallic cable, all pairs shall be connected to the MDF at each facility.

2.1.10 Digital transmission system shall consist of local line transmission system and access line transmission system. The former connects between nodes established along the Expressway and uses optical fiber cable while the latter connects roadside facility to the node using optical or metallic cable .It is specifically noted that when the Expressway is extended, trunk line transmission system will be introduced for long distance data transmission between the Expressway Traffic Management Centre and the offices on the expressway. Digital transmission equipment for trunk line transmission system will not be installed under this project. The local line transmission system to be provided shall be compatible with the standard digital transmission system commonly used in trunk line transmission. The optical fiber cable to be installed along the Project shall have the sufficient number of cores to accommodate trunk line system.

2.1.11 All transmission cables shall be optical fiber cable having suitable number of cores Except the metallic cable to be used to connect roadside emergency telephones to the nearest exchange or line concentrators.

2.1.12 The Applicant shall design, supply, install and test a digital transmission system that satisfies the needs of the component systems in terms of speed, bandwidth and reliability. The Applicant shall make the provision for the 8 Core cable to be used by the Authority for the provisions of other Intelligent Transportation System (ITS) installed on the Expressway Such as Toll Collection System (TCS), Advanced Traffic Management System (ATMS) and Control Centres on the Expressway. Digital transmission system shall consist of local line transmission system and access line transmission system. The former connects between nodes established along the Expressway and uses optical fiber cable while the latter connects roadside facility to the node using optical or metallic cable.

2.1.13 It is specifically noted that when the Expressway is extended, trunk line transmission system will be introduced for long distance data transmission between the Traffic Management Centre and the offices on the expressway. Digital transmission equipment for trunk line transmission system will not be installed under this project. The local line transmission system to be provided shall be compatible with the standard digital transmission system commonly used in trunk line transmission. The optical fiber cable to be installed along the Project shall have the sufficient number of cores to accommodate trunk line system.

2.1.14 All transmission cables shall be optical fiber cable having suitable number of cores Except the metallic cable to be used to connect roadside emergency telephones to the nearest exchange or line concentrators.

2.1.15 Reliability: Digital transmission system shall have high reliability to ensure continuous operation of the system. Bit error rate for the end to end data communication must be 1 x 10-6 or better.

2.1.16 The digital transmission shall have a sufficient capacity in terms of speed and bandwidth to meet the demands to be decided based on the estimated amount of data including digitized voice data at each facility such as Traffic Management Centre, tollgate, and service area. Video signal from the TMCS, ATMS camera shall be transmitted in MPEG 4 format and the digital transmission system shall provide sufficient capacity for it. The Applicant shall estimate the type, amount and location of data transmission need and design the system, equipment and cables that satisfy the demand.

2.1.17 Quality of service (QoS) capability shall be provided to the digital transmission system to ensure smooth and uninterrupted delivery of data for voice and video image transmission required for emergency telephone system and TMCS and ATMS camera system.

2.1.18 Safety: EN 61010-1:2010, EMC: EN 61326-1:2013, EN 300330-2 (V1.5.1), EN 300 440-2 (V1.4.1), EN 301 489-3 (V1.6.1),EN 301 489-17 (V2.2.1) Standard Environmental: EN 60529 1992 A2 2013, EN 60068-2-64:2008 Test Fh, ESTI EN 300 019-2-2:1999 (per table 6), EN 60068-2-27:2009 (Test Ea), ESTI EN 300 019-2-2:1999 (per table 6) European directives(Declaration of conformity should be available in Public domain) : R&TTE Directive 1999/5/EC, Low Voltage Directive: 2006/95/EC, EMC Directive: 2004/108/EC Radio - FCC, IC, Environmental- WEEE compliant & ROHS compliant Manufacturing - ISO 9001:2008

2.1.19 Conduit work includes underground conduit, conduit attached to bridge and culvert, handhole, manhole, cable rack and associated accessories necessary for cable installation. The Applicant shall undertake the detailed design of conduit and cable work including preparation of plain plan of conduit and cable route showing type and length of conduit, number of conduit, type and length of cable, and type of handhole, manhole. The detailed design shall be at proper intervals. For the section where electromagnetic induction or electrostatic induction caused by high power transmission line is expected, countermeasures such as use of steel conduit or used of aluminium sheath shall be taken.

2.1.20 Work demarcation of the Architecture works (Toll Plaza/Toll Management Centre building construction) and the ITS installation project shall be clearly provided as the other installed ITS equipment shall be counted.

2.1.21 Conduit works facilities built under this Project shall have satisfied to conduit works acceptance before cable are pulling in, specially to cable test piece for conduit (ducts).

2.1.22 Conduits shall be rodded by an acceptable method and cleaned before cables are pulled in. Duct assignment shall be always done

carefully to avoid crossing of cables between the duct entrance and cable bearer, and blockage of future access to vacant duct. In general, placing shall start at the bottom row and handhole/ manhole wall side of the duct arrangement.

i. - Splicing shall be carried out as soon as possible after placing of the cables.

ii. - The extension of fiber optic cable shall be carried out at a constant speed and suitable back tension shall be applied to the drum to prevent hunching.

iii. - While under tension, a minimum bend radius of 20 times the outside cable diameter shall be maintained through the use of pulleys and sheaves where required. After pulling, no bend may have a radius, at rest, of less than 10 times the outside cable diameter.

iv. - At the splicing point, slack of minimum 3 meter shall be kept on each side of splicing kit. The slack shall be neatly arranged and the requirement for the minimum radius shall be met.

2.2 Erection of poles for overhead communication cables:-

2.2.1 Permission to lay Overhead cables shall be restricted in terms of para 5.2 of the Policy;

2.2.2 The electric poles/towers etc. of Power utilities shall not be allowed to lay overhead communication cables;

2.2.3 Wherever, it is not feasible to avoid laying of overhead cables, the applicant shall take all precautionary measures to maintain the ecosystem and aesthetics of that area.

2.2.4 The height of the pole shall be such that it does not interfere with the electric cables/ distribution transmission system and minimum distance between two poles would be forty meters;

2.2.5 Subject to availability, a maximum 1mtr x 1mtr space shall be made available for erection of the pole at a minimum distance of 300mm from the edge of the walkway of road (road berm) as the case may be and should be installed in cement-concrete foundation;

2.2.6 The sag of cable should be such that it does not interfere with the movement of vehicles at any crossing or movement of public transport/ traffic.

2.3 Ground based Masts:-

The maximum height of Ground Based Mast shall not exceed 30 mtrs. from the adjoining ground level and distance between two masts shall be maintained at a distance of not less than 150 meters in line of sight to the extent feasible.

2.4 Mobile/ Communication towers:-

The height of the Mobile/communication Tower from the adjoining ground level shall not exceed 75 mtrs. subject to clearance from the defence and civil aviation authorities. Erection of the mobile/ communication towers should be avoided in narrow lanes (≤ 5 mtrs). However, in the case of moveable communication towers, the maximum permissible height shall be 21 mtrs.

3. Other terms and conditions to be adhered by the Applicant Service Provider while laying the cables (over-ground and underground), erection of Poles / Dish Antennas / Ground Based Masts/ Mobile/ Communication Towers.

3.1 The terms and conditions/ guidelines issued/ notified by the Department of Telecommunications, Government of India in respect of any conditions applicable to the Infrastructure providers or licensees, as amended from to time, shall be applicable and binding in all cases;

3.2 The permission to lay underground/ over-head communication/ connectivity infrastructure will not be granted, where it causes disruption of public services and facilities, obstruction/ hindrance to the pedestrian movement or vehicular traffic. The principle of public convenience and safety shall over-ride all other considerations. However, the Competent authority may grant permission in cases of extreme criticality only if the Applicant offers to suitably adjust and/

or realign such services at his own cost without any adverse impact on the public services to the satisfaction of the competent authority;

3.3 The Applicant, to whim permission for installation of GBM/Mobile/ communication towers has been granted, shall be responsible to get the required technical safety checks of the GBM/ Mobile/ Communication towers from the designated institute and will submit the report to the competent authority;

3.4 The Applicant Service Provider must get the radiation levels checked at regular intervals during the O&M period from any competent authority and submit the conformance reports to the concerned authority. In the absence of such reports, the Authority may ask for such Tests at the costs of the Applicant. Non-compliance with the radiation emission standards shall attract penalties as prescribed by the DoT, GoI from time to time.

3.5 The Applicant, to whom permission has been granted for setting up of GBM/ Mobile/ communication towers, shall be solely responsible for any damage to the building, adjoining buildings and for the public safety;

3.6 Lightening arresters provided at the top of the GBM/mobile/communication Tower, shall be of adequate height so that all protruding antennas hoisted on the mast are protected within its conical safety zone;

3.7 Aviation warning lights installed at the top of the GBM/Mobile/Communication Towers shall be as per International Civil Aviation Organisation's guideline and should be checked regularly for good operating conditions;

3.8 The earth resistance of the GBM/ Mobile/ Communication towers should be maintained within the prescribed range and should be checked periodically every year;

3.9 The Applicant to whom the permission has been granted for setting up of communication infrastructure other than the GBM/Mobile/Communication Tower shall also be responsible to get the required checks of such

communication infrastructure at regular intervals from any Government approved agency and will submit the report to the authority;

3.10 The optic Fiber cable/ communication cables shall not be brought into use by the Applicant unless a completion certificate is obtained to the effect that the Telecom cables/ ducts/ manholes have been laid in accordance with the approved specifications and drawings and the pits have been filled-up to the satisfaction of the Authority;

3.11 In case any shifting or change in alignment of the already laid optic Fiber cable/ other communication cables/ ground based masts/ mobile/ communication towers is necessitated due to widening of roads/ construction of flyovers or public buildings, the Applicant shall be bound to do the same at his own cost within the period specified by the respective authority. If the Applicant fails to comply with this condition to the satisfaction of the Authority, the same shall be got executed by the Authority at the risk and cost of the Applicant. The charges so incurred on this account shall be recoverable from the Applicant;

3.12 In order to avoid repeated digging on the same routes, the Applicant may voluntarily lay extra ducts /conduits with redundant capacity so as to take care of any future needs. However, the creation of excess capacity shall not be a pre-condition for giving right of way permission;

3.13 The Applicant shall ensure safety and security of all underground installations/ utilities/ facilities and shall be solely responsible for compensation/ indemnification of concerned authority for damage caused/ claims or replacements sought for at the cost and risk of Applicant to the concerned authority;

3.14 The extent of the digging trenches should be strictly regulated so that the cables are laid and trenches are filled up before the close of the work for that day. Filling should be to the satisfaction of the concerned agency designated by the department/statutory body;

3.15 The applicant shall not undertake any work of shifting, repair or alterations to the said cables /communication cables without the prior permission of the concerned authorities in writing. The Applicant shall be liable to give a notice of 15 days with route/ location details prior to digging for fresh/ maintenance/ repair works;

3.16 The Applicant shall be advised to obtain insurance cover from an IRDA approved insurance company against damages to the existing cables/ underground installations etc. during digging;

3.17 The applicant shall make his own arrangement for crossing of cross drainage structures, rivers, etc, below the bed. In case, this is not feasible, the cables/ ducts may be carried outside the railings/parapets and supported on brackets fixed to the outside of the bridge super-structure. The fixing and supporting arrangement with all details shall be got approved in advance from the Authority granting such permission. Additional cost on account of fixing and supporting arrangement, as assessed by the Authority, shall be payable by the Applicant. If the Applicant fails to comply with this condition to the satisfaction of the Authority, the same shall be got executed by the Authority at the risk and cost of the Applicant and the cost so incurred on this account shall be recoverable from the applicant;

3.18 In case of any damage to the essential services i.e. water supply, sewerage system and telecommunication lines, electricity supply etc, it will be the responsibility of the company to get the services restored to their original and satisfactory condition at its own cost;

3.19 UPEIDA shall not be responsible for any damage to Optic Fiber cable and resultant losses, if any, during performance of official duties by any employee of UPEIDA;

3.20 The Applicant shall have to provide barricading, danger lighting and other necessary caution boards, danger lights while executing the works;

3.21 If any traffic diversion works are found necessary during the working period, such diversion shall be provided by the Applicant at his cost;

3.22 The concerned authority will be competent to effect an modification/ alterations in the site plan/ route, if necessary, in the interest of public safety;

3.23 The structures/cables shall not be sub-let without the permission of the Authority;

3.24 The applicant shall have to abide by all the terms & conditions laid in this Policy for provision of Infrastructure for communication & connectivity along Agra-Lucknow Expressway in the state of Uttar Pradesh ;

3.25 Any disputes arising between the signatories to an agreement under this policy shall be settled/resolved in accordance with the procedures outlines in the Agreement, i.e. all the disputes will be settled at Lucknow. In case of breach of any of the clause of the Agreement, the competent authority will be entitled to terminate the contract after giving a show cause notice of 15 days. An officer of the rank of Administrative Secretary, (to be nominated by UPEDIA) and a representative (to be nominated by the Applicant) will act as Arbitrators to whom the dispute will be referred and the decision of the Arbitrators will be final and binding on both parties.

APPENDIX-4

AGREEMENT REGARDING GRANTING OF RIGHT OF WAY PERMISSIONS FOR LAYING TELECOM CABLES/DUCTS

Agreement to lay Telecom Cables/OFC/ducts from _____to _____Km of _____land.

This Agreement made this _____day of _____(month) of _____(year) between _____acting in his executive capacity through_____ (hereinafter referred to as the "Authority" which expression shall unless excluded by or repugnant to the context, include his successors in office and assigns) on the one part, and M/s_____, a company registered under the Companies Act, 1956/2013 and having its Registered Office at _____(hereinafter called the "Licensee") which expression shall unless excluded by repugnant to the context, include his successors/administrator assignees on the second part.

Whereas the Authority is responsible, inter-alia, for development and maintenance of lands in_____.

Whereas the Licensee proposes to lay Telecom Cables/ducts in _____.

Whereas the Licensee has applied to the Authority for permission to lay Telecom Cables/ducts form Km_____ to Km_____ of road/route up to _____ and from Km_____ to Km_____ of road/route up to_____.

And whereas the Authority has agreed to grant such permission on the terms and conditions hereinafter mentioned.

Now this agreement witnessed that in consideration of the conditions hereinafter contained and on the part of the Licensee to be observed and performed, the Authority hereby grants to the Licensee permission it lay Telecom Cables/ducts as per the approved drawings attached hereto subject to the following conditions, namely.

1) The cable shall always be laid at the edge of the RoW. In case of restricted width of RoW, which may be adequate only to accommodate the carriageways, central verge, shoulders, slopes of embankment and drains, the cables shall be laid beyond the toe line of the embankments and clear of the drain. In cases where cable ducts with sufficient space are already available along Expressway, the cables shall be laid ion such ducts subject to technical requirements being fulfilled, as per the aforementioned Guidelines.

2) The top of the casing/ conduit pipe containing the cables shall be at least 1.5 meters below the top surface subject to at least 0.3 m below the drain inverts; A typical sketch showing the clearances is given in **Annxeure IV**. Any structure above ground shall be aesthetically provided for/landscaped with required safety measures as directed by the concerned Authority;

3) The extent of the digging trenches should be strictly regulated so that the cables are laid and trenches are filled up before the close of the work for that day. Filling should be to the satisfaction of the concerned agency designated by the department/statutory body. The Licensee shall ensure making good the excavated trench for laying cables by proper filling and compaction, so as to restore the land in to the same condition as it was before digging the trench, clearing debris/loose earth produced due to execution of trenching at least 50m away from the edge of the right of way;

4) A Performance Bank Guarantee at the rate as per the Guidelines issued by UPEIDA with a validity of 6 months over and above the project completion period. In case of time-over runs for completion of the works, the Bank Guarantee shall be renewed/ got extended by the Applicant corresponding to the revised completion period + 6months. The Applicant shall obtain formal permission for time-extension from the competent authority. The charges shall be liable to be reviewed every 5 years. For clarification, it is hereby mentioned that all required restoration work subsequent to laying of the cable shall be required to be undertaken by the Licensee at its cost either by itself or through tis authorized representative in consultation with the Authority as per predetermined time schedule and quality standards. In case of the Licensee failing to discharge the

obligation of making good of the excavated trench/other restoration work, the Authority shall have a right to make good the damages caused by excavation, at the cost of the Licensee and recover the amount by forfeiture of the Bank Guarantee. In case, the Performance Bank Guarantee is invoked as mentioned above, the Licensee shall be required to replenish and reinstate the required Performance Bank Guarantee within one month of such invoking.

In case the work contemplated herein is not completed to the satisfaction of the Authority, which has granted the permission, within a period of 11 months from the date of issue of the Bank Guarantee, the Licensee shall either furnish a fresh guarantee or extend the guarantee for a further period of one year.

Notwithstanding this, the Licensee shall be liable to pay full compensation to the aggrieved Authority/its designated agency for any damage sustained by them by reasons of the exercise of the RoW facility;

5) The Licensee shall his own arrangement for crossing of cross drainage structure, rivers, etc. below the bed. In case, this is not feasible, the cables/ducts may be carried outside the railings/parapets and supported on brackets fixed to the outside of the bridge superstructure. The fixing and supporting arrangement with all details shall be required to be approved in advance from the concerned Authority which has granted such permission.

6) The Licensee shall shift the cables/ducts within 90 days (or as specified by the respective Authority) from the date of issue of the notice by the concerned Authority to shift/relocate the cables/ducts, in case it is so required for the purpose of improvement/widening of the road/route/highway/expressway or construction of flyover/bridge and restore the road/land to its original condition at his own cost and risk.

7) The Licensee shall be responsible to ascertain from the respective agency in co-ordination with Authority, regarding the location of other cables, cable duct, underground installations/utilities/facilities etc. The Licensee shall ensure the safety and security of already existing cables/underground installations/utilities/facilities etc. before commencement of the excavation/using the existing cable ducts.

8) The Licensee shall be solely responsible/liable for full compensation/indemnification of concerned agency/aggrieved Authority for any direct, indirect or consequential damage caused to them/claims or replacements sought for, at the cost and risk of the Licensee.

The concerned agency in co-ordination with Authority shall have also a right to make good such damages/ recover the claims by forfeiture of Bank Guarantee.

9) If the Licensee falls to comply with the condition (6) and (7) above to the satisfaction of the Authority, the same shall be executed by the Authority at the cost and risk of the Licensee.

10) No Licensee shall claim exclusive right on the RoW and any subsequent user will be permitted to use the RoW, either above or below, or by the side of the utilities laid by the first user, subject to technical requirements being fulfilled. Whether the technical requirements are fulfilled or not, shall be decided by Expressway Administration/Government in their sole discretion. In case of any disruption/damage caused to any existing user by the subsequent user, the Authority would not be accountable or liable in any manner whatsoever.

11) The Licensee shall procure insurance from a reputed insurance company against damages to already existing cables/underground installations/utilities/facilities etc. during trenching.

12) Grant of license is subject to the Licensee satisfying (a) minimum disruption of traffic and (b) no damage to the expressway. As far as possible, the Licensee should avoid cutting of the road for crossing expressway, and other roads and try to carry out the work by trenchless technology. In case any damage is caused to the road pavement in this process, the Licensee will be required to restore the original condition at its cost. If due to unavoidable reasons the road needs to be cut for crossing or laying a cable, the Licensee has to execute the corresponding restoration work in a time bound manner. For clarification, it is hereby mentioned that all required restoration work subsequent to laying of the cable shall be required to be undertaken by the Licensee at its cost either by itself or through its authorized representative in consultation with the Authority as per predetermined time schedule and quality standards. In case of the Licensee failing to discharge the obligation of making good of the excavated trench/other restoration work, the Authority shall have a right to make good the damages caused by excavation, at the cost of the Licensee and recover the amount by forfeiture of the Bank Guarantee.

13) The Licensee shall inform/give a notice to the concerned agency designated by the Authority at least 15 days in advance with route details prior to digging trenches, for fresh

or maintenance/repair works. A separate performance Bank Guarantee for maintenance/ repair works shall have to be furnished by the Licensee.

14) Each day, the extent of digging the trenches should be strictly regulated so that cables are laid and trenches filled up before the close of the work that day. Filling should be completed to the satisfaction of the concerned agency designated by the Authority.

15) The Licensee shall indemnify the concerned agency in co-ordination with Authority, against all damages and claims, if any, due to the digging of tranches for laying cables/ducts.

16) This permission shall be co-terminus with the validity of license awarded by the Department of Telecommunication (DoT). The permission granted under this Agreement will automatically cease of premature termination of the license granted to by the DoT. The Authority also has a right to terminate the permission or ot extend the period of Agreement. In case the Licensee wants shifting, repairs or alteration to Telecom Cables/ducts, he will have to furnish a separate Bank Guarantee.

17) That the Licensee shall not without prior permission in writing of the concerned agency in co-ordination with Authority undertakes any work of shifting, repairs or alterations to the said Telecom Cables/ducts.

18) In order to avoid repeated digging on the same routes, in cases where cable ducts with sufficient space are already available along the Expressway, laying of cables shall be encouraged in such ducts subject to technical feasibility in terms of interference etc. In cases where such ducts are not available, the Licensee is free to lay voluntarily extra ducts/conduits with extra capacity so as to take care of future needs. The capacity/excess capacity can be commercialized by the Licensee with suitable mutual agreements with the Authority or his designated agency. However, the creation of excess capacity by the Licensee is not a pre-condition for RoW permission granted herein.

19) The permission granted shall not in any way be deemed to convey to the Licensee any ownership right or any interest in route/road/highway/expressway land/property, other than what is herein expressly granted. No use of Expressway RoW will be permitted for any purpose other than that specified in the Agreement.

20) During the subsistence of this Agreement, the Telecom Cables/Ducts located in expressway land/property shall be deemed to have been constructed and continued only by the consent and permission of the Authority so that the right of the Licensee to the use thereof shall not become absolute and indefeasible by lapse of time.

21) The Licensee shall bear the Stamp Duty charged on this Agreement.

22) The Telecom Cables shall not be brought into use by the Licensee unless a completion certificate to the effect that the Telecom Cables/ducts has been laid in accordance with the approved specifications and drawings and the tranches have been filled up to the satisfaction of the concerned agency in co-ordination with the Authority has been obtained. Three copies of 'as laid drawings' of utilities (hard and soft copies) with geotagged photographs and geotagged video recordings of layings of cables in the trench (with respect to the Expressway) and after complete restoration shall be submitted to the Authority for verification and record within a month of completion of works.

23) Notwithstanding anything contained herein, this Agreement may be cancelled ay nt time by the Authority for breach of any condition of the same and the Licensee shall neither be entitled to any compensation for any loss caused to it by such cancellation nor shall it be absolved from any liability already incurred.

24) The Licensee shall have to provide safety measures like barricading, danger lighting and other necessary caution boards while executing the work.

25) If any traffic diversion works are found necessary during the working period, such diversion shall be provided at the cost of Licensee.

26) After the termination/expiry of the agreement, the Licensee shall remove the cable/ducts within 90 days and the site shall be brought back to the original condition failing which the Licensee will lose the right to remove the cables/ducts. However, before taking up the work of removal of cables the Licensee shall furnish a Bank Guarantee to the Authority for a period of one year for an amount assessed by the Authority as a security for making good the excavated trench by proper filling and compaction, clearing debris, loose earth produced due to excavation of trenching at least 50 m away from the edge of the RoW.

27) The enforceability of the RoW permission granted herein shall be restricted to the extent of provisions/scope of service contained/defined in the license agreement of the Licensee with DoT and for the purpose for which it is granted. Either by content or by intent, the purpose of extending this RoW facility is not to enhance the scope of License of the Licensee with the DoT.

28) Any disputes in interpretation of the terms and conditions of this Agreement or their implementation shall be referred to the High Level Committee comprising the designated representatives of the Authority, Licensee and the concerned agencies and the decision of the committee shall be final and binding on all.

29) For projects, in case of any financial loss incurred by the respective Pproject concessionaires and contractors appointed by UPEIDA due to such laying/shifting of cables/cable ducts by the Licensee, compensation for the same shall be required to be borne by the Licensee in mutual agreement with the respective project concessionaires/Contractors. MoRT&H/UPEIDA/Implementing authorities for the project shall not be liable to the concessionaire in any way in this regard.

This Agreement has been made in duplicate, each on a Stamp Paper. Each party to this Agreement has retained one stamped copy each.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED THROUGH THEIR RESPECTIVE AUTHORISED REPRESENTATIVES THE DAY AND THE YEAR FIRST ABOVE WRITTEN.

SIGNED SEALED AND DELIVERED FOR AND ON BEHALF OF AUTHORITY.

BY SHRI_____

(Signature, name & address with stamp)

SIGNED ON BEHALF OF M/S_____ (LICENSEE)

BY SHRI_____

(Signature, name & address with stamp)

HOLDER OF GENERAL POWER OF ATTORNEY DATED

_____EXECUTED IN ACCORDANCE WITH THE RESOLUTION

NO. _____DATED_____PASSED BY THE BOARD OF

DIRECTORS IN THE MEETING HELD ON _____.

IN THE PRESENCE OF (WITNESSES):

1.

2.

APPENDIX-V

Format for Maintaining Records of Right-of-Way permission granted for laying OFC

(to be maintained for Expressway)

1. Name of State

   :_____

2. Name of the Agency

   :_____

3. Name of Division

   :_____

Sl. No.	Location (chainage in km)	Left or right side of Expressway (towards increasing chainage/km direction)	Section and reach	Kind of service	Name of licensees and contact address	Date of signing of agreement	Date of validity of agreement	Date of last inspection of site	Any deviation from MOST standard norm	Remark

4. Expressway Name/No.

   :_____

APPENDIX-VI

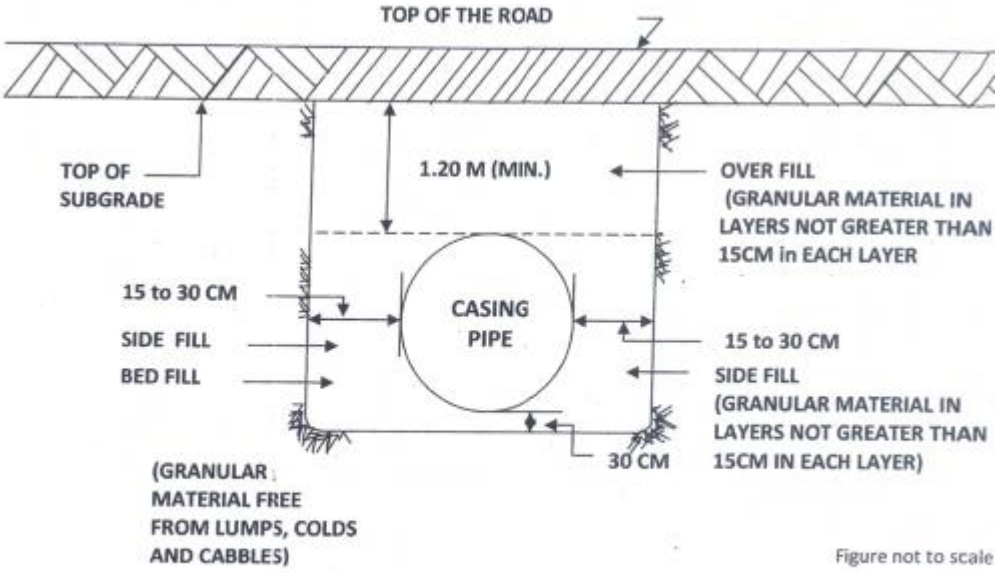


FIGURE-1 INSTALLATION OF CASING PIPE FOR CROSSING THE ROAD