

GOVERNMENT OF NCT OF DELHI  
DEPARTMENT OF INFORMATION TECHNOLOGY  
9<sup>TH</sup> LEVEL, B-WING, DELHI SECRETARIAT, IP ESTATE,  
NEW DELHI- 110002.

No. E-13016/39/2016-Development-Secy(IT)/3019-30

Dated: 23-06-17

**CIRCULAR**

**Sub: Balanced rental payment to M/s HCL Infosystems Ltd. for TETRA wireless sets for 18<sup>th</sup> quarter of legacy period (i.e. June'2016 to August'2016).**

1. An arbitration proceeding is going on between DIT, GNCTD and M/s HCL Infosystems Ltd. Hon'ble Sh. R.C. Lahoti (Former Chief Justice of India) had been appointed as Sole Arbitrator in the matter.
2. The Arbitrator has directed GNCTD vide order dated 20<sup>th</sup> May'2014, that the bill submitted by M/s. HCL Infosystems Ltd. shall be settled within a period of 30 days from the date of submission of the bill. **The amount released shall be accompanied by an explanatory note as to how the Respondents have arrived at the figure of the amount released.**
3. This is in continuation of the Circular issued by Department of IT, GNCTD vide no. E-13016/39/2016-Development-Secy(IT)/5824-36 dated 28<sup>th</sup> October'2016 wherein it was advised to release 80% of the rental tentatively for the 18<sup>th</sup> quarter of legacy period (i.e June'2016 to August'2016).
4. After, the final reconciliation/recommendation on SLA report submitted by TCIL, all user departments are requested to release additional 11.52% of quarterly rental amount for 18<sup>th</sup> quarter of legacy period (i.e June'2016 to August'2016) of bill raised by M/S HCL Infosystems Ltd. **This is in addition to earlier 80% advised to be released as rental payment (i.e Total 91.52% may be released) for 18<sup>th</sup> quarter of legacy period (i.e Jun'2016 to August'2016). The details / explanation for the deductions/withholding may be seen in Annexures.**
5. Department are requested to release due payment after duly verifying the bills and in accordance with schedule V, Para 4 of MSA.
6. DIT, GNCT of Delhi may also be intimated in this regard.

Signature valid  
Digitally signed by Vivek Mittal  
Date: 2017.06.22 11:05:00 GMT+05:30  
Reason: Approved

(Vivek Mittal)

Deputy Secretary (IT)

Encl: As above

TO:

1. Commissioner of Police, Delhi, Delhi Police HQ, New Delhi
2. Pr. Secretary (Finance), 4<sup>th</sup> Level, 'A' Wing, Delhi Sectt., New Delhi
3. Secretary Revenue-cum-Divisional Commissioner, 5, Shamnath Marg, Delhi-110054.
4. Secretary (H& FW), 9<sup>th</sup> Level, 'A' Wing, Delhi Secretariat, New Delhi.
5. Commissioner, East Delhi Municipal Corporation, 1<sup>st</sup> Floor, Udyog Sadan, Patparganj Industrial Area, Patparganj, Delhi.
6. Commissioner, North Delhi Municipal Corporation, 4<sup>th</sup> floor, Dr. SPM Civic Centre, JLN Marg, New Delhi-110 002.
7. Commissioner, South Delhi Municipal Corporation, 9<sup>th</sup> floor, Dr. SPM Civic Centre, JLN Marg, New Delhi-110 002.
8. The Director General, Directorate of Home Guard & Civil Defence, Nishkam Sewa Bhawan, CTE Complex, Raja Garden, New Delhi-110027.
9. CMD (DTC), DTC Hqrs, IP Estate, New Delhi.
10. The JSO, Directorate of Civil Defence, Nishkam Sewa Bhawan, CTE Complex, Raja Garden, New Delhi-110027.
11. Sh. R.K. Singh, GM (TCIL) (Project Management Consultant), TCIL Bhawan, GK-I, New Delhi.
12. Sh. JV Ramamurthy, President and Chief Operating Officer, M/s. HCL Infosystems Ltd., E 4-6, Sector 11, NOIDA 201 301, UP, INDIA.  
The deductions recommended are subject to the MSA / RFP.

**Copy for information to:**

1. PA to Secretary (IT), 9<sup>th</sup> Level, 'B' Wing, Delhi Secretariat, New Delhi.

(Vivek Mittal)  
Deputy Secretary (IT)

**Annexure-I**

**Penalties:** - The recommendation of M/s TCIL has been examined by the Competent Authority. Based on the recommendation of the TCIL and Master Service Agreement (MSA), the following penalties are levied:

**A. Network Availability**

**Base Station (BS) Faults:** On account of non-compliance of Network availability (BS) requirements a penalty of 2.15 % is levied on total quarterly rental.  
(Annexure-II)

**B. Mean Time to Repair Radio (MTTR)**

Because of non-compliance of MTTR requirements, a penalty of 0.03% is levied on total quarterly rental.

**C.** Deficient Network availability at 21 points/locations (problems reported by Delhi Police) M/S HCL Infosystems Ltd. visited those points and problems were found. Keeping in view estimated area affected by these problems, and as per calculations, TCIL recommends a penalty of 0.3% on total Quarterly rental- (Annexure-III).

**D.** On account of non-availability of TETRA Network in Metro tunnels, 06% of the total quarterly rental.



S/N	Site Name	Total Down Time (in Hr:Min:Sec)	Down Time of BTS (in Min)	2G Outage on 25.07.2010 (in Min)	Total Down Time (in Min)	Overall Uptime of BTS	% of Penalty (As per Network Availability Requirement (99% or Uptime = 99.95%)	% of Penalty (As per Network Availability Requirement (97% or Uptime = 99%)	% of Penalty per site (with 55 Base Stations)
			(X)	(Y)	(X + Y)	(A)	(B)	(C)	(A or B or C / 55)
1	RAMHILKAR NAGAR	17:04:13	1074	02	1126	99.14%	0.37		0.13
2	RAV. KAKH BHAWAN	01H:17:32	77	02	129	99.92%	0.35		0.07
3	RAJAN PARK	03H:40:38	217	02	479	99.89%	2.50		0.29
4	RAV. K. BHAWAN	04H:20:12	261	02	323	99.70%	1.94		0.34
5	RAJAT NAGAR	02H:30:50	31	02	59	99.93%	0.29		0.02
6	RAJAT NAGAR	02H:10:39	17	02	79	99.94%	0.19		0.03
7	RAJAT NAGAR	02H:08:53	3	02	85	99.95%	0.10		0.02
8	RAJAT NAGAR	02H:10:42	16	02	77	99.94%	0.20		0.03
9	RAJAT NAGAR	01H:31:15	81	02	159	99.86%	0.65		0.11
10	RAJAT NAGAR	02H:43:06	343	02	425	99.66%	2.30		0.35
11	RAJAT NAGAR	01H:22:28	421	02	483	99.81%	3.15		0.36
12	RAJAT NAGAR	02H:25:34	159	02	237	99.84%	1.19		0.22
13	RAJAT NAGAR	02H:18:35	10	02	72	99.96%	0.04		0.01
14	RAJAT NAGAR	02H:10:10	35	02	59	99.93%	0.22		0.02
15	RAJAT NAGAR	01H:08:51	87	02	129	99.88%	0.47		0.11
16	RAJAT NAGAR	11H:46:34	757	02	759	99.42%	3.30		0.10
17	RAJAT NAGAR	03H:21:39	202	02	264	99.89%	1.49		0.23
18	RAJAT NAGAR	04H:08:59	259	02	312	99.78%	1.88		0.33
19	RAJAT NAGAR	14H:35:14	870	02	930	99.29%	6.85		2.15
20	RAJAT NAGAR	12H:50:39	740	02	862	99.30%	5.85		2.11
21	RAJAT NAGAR	02H:40:25	40	02	81	99.92%	0.31		0.11
22	RAJAT NAGAR	02H:45:19	57	02	119	99.91%	0.40		0.11
23	RAJAT NAGAR	04H:34:58	274	02	336	99.73%	2.04		0.34
24	RAJAT NAGAR	02H:50:05	3	02	65	99.95%	0.08		0.02
25	RAJAT NAGAR	02H:58:47	540	02	602	99.53%	4.05		1.27
26	RAJAT NAGAR	03H:20:49	201	02	263	99.80%	1.49		0.23
27	RAJAT NAGAR	04H:47:39	287	02	349	99.74%	2.12		0.34
28	RAJAT NAGAR	01H:48:55	309	02	371	99.87%	0.79		0.11
29	RAJAT NAGAR	11H:54:29	715	02	777	99.41%	5.37		2.10
30	RAJAT NAGAR	02H:10:38	157	02	199	99.92%	1.00		0.22
31	RAJAT NAGAR	03H:21:39	352	02	414	99.82%	1.34		0.22
32	RAJAT NAGAR	02H:10:18	551	02	613	99.54%	4.12		0.38
33	RAJAT NAGAR	12H:40:54	709	02	822	99.38%	5.70		0.19
34	RAJAT NAGAR	02H:10:45	10	02	64	99.96%	0.00		0.02
35	RAJAT NAGAR	02H:50:24	59	02	119	99.91%	0.37		0.11
36	RAJAT NAGAR	02H:50:28	4	02	66	99.95%	0.00		0.02
37	RAJAT NAGAR	02H:50:28	4	02	77	99.94%	0.08		0.02
38	RAJAT NAGAR	03H:15:12	250	02	262	99.80%	1.48		0.23
39	RAJAT NAGAR	02H:14:44	75	02	137	99.90%	0.33		0.11
40	RAJAT NAGAR	02H:58:21	128	02	190	99.85%	0.83		0.22
41	RAJAT NAGAR	02H:05:20	7	02	69	99.95%	0.02		0.02
42	RAJAT NAGAR	02H:15:49	10	02	78	99.94%	0.08		0.02</

## 18th Quarter

- 1) 18th Qtr. : On account of non-compliance of TETRA Coverage requirements (Delhi Police letter No. 7487-88 dt. 26.10.16); HCL visited and checked those points ; Jt. Survey conducted; Problems at 21 points/locations were found

Total no. of points (Outdoor) where coverage problems - no coverage/ much less than specified on-road coverage accompanied by significant voice cutting were found	16	
Total no. of points (Indoor) where coverage problems - no coverage/ much less than specified on-road coverage accompanied by significant voice cutting were found	5	
Based on the problems reported; area with an average radius of 450 Meter is taken as affected at Outdoor points.	635850.00 sq. m	
3.14 450		
Total Area affected for 16 (Outdoor) points	10.17 sq. km	
Based on the problems reported; area with an average radius of 50 Meter is taken as affected at Indoor points.	7850.00 sq. m	
3.14 50		
Total Area affected for 5 (Indoor) points	0.04 sq. km	
Total Area affected for 52 Outdoor points and 5 Indoor points	10.2 sq. km	
Total Area of the NCT of Delhi	1500 sq. km	
% of Area affected	0.681%	
It implies that there was no coverage/ much less than specified on-road coverage accompanied by significant voice cutting, i.e., about zero Network Availability at those locations. As per SLA Formulae, there is a penalty of 40 % of quarter's rental if Network Availability falls below 95 %. This penalty is applicable on % of area affected as above		
Penalty Calculated as per SLA formulae		
40% 0.681%	0.3%	



Some of the clauses of RFP/MSA.

The development of network is described in clause 2.1 of the MSA. The network uptime/downtime is defined in clauses no 10,11,44 and 45 of the RFP.

**Clause No. 10: “Down Time”** means the time period when specified with specified technical and operational requirements as mentioned in this document are not available to GNCTD and its users. The network shall be operational on all days of a year and 24- hours/ day with the uptime specified in the Service Level Agreement (SLA).

**Clause No. 11: “%Downtime”** means the ratio of Downtime (in minutes) in a quarter to total minutes in a quarter (in minutes) multiplied by 100.

**Clause No. 44: “Uptime”** means the time period when specified services with specified technical and service standards as mentioned in this RFP document are available to GNCTD and its user organizations. The uptime will be calculated as total time in a quarter (in minutes) less total Service Downtime (in minutes) in the quarter.

**Clause No. 45: “%Uptime”** means ratio of ‘up time’ (in minutes) in a quarter to total time in the quarter (in minutes) multiplied by 100.

In order to calculate the availability of the Network, the Uptime and Downtime data on individual TETRA sets in use should be captured and provided for analysis. Since this has not been made available, network availability for the purpose of deductions has been measured tentatively in terms of (i) Network Availability at base stations, and (ii) Specific cases of individual sets not having functioned (MTTR etc.). In respect of complaints regarding signal strength, M/S HCL has addressed the complaints as per OCC logs. However, the receipt of the required signal strength in respect of other individual TETRA sets can't be evaluated with the above parameters, unless a complaint was registered.

S. N.	Major Shortcomings	Relevant Clauses of the RFP / MSA
1	Tetra Network is not available in the 12 underground DMRC Metro tunnels out of 24 DMRC Metro tunnels ;	<p><b>Clause No. 17, Section-6, of RFP:</b></p> <p>“..... the new Network of CWG shall be able to work in Delhi Metro Rail Corporation Ltd.(DMRC), and Delhi International Airport Ltd. (DIAL) to provide coverage of CWG handsets in the underground (tunnel) sections. For coverage in DMRC tunnels, the Contractor shall tie up with the GSM/CDMA Service providers who have already laid the Leaky (LCX) cables in the existing tunnels and also shall lay LCX cable in future tunnels. The Contractor of CWG TETRA System shall interface and coordinate with the Mobile Service Provider(s) to extend his TETRA Signal on the Mobile operator's LCX cable, as no extra cable, other than the existing one of the Mobile Operator can be laid. The CWG Contractor shall be fully responsible to coordinate with the Mobile Operator(s) for the equipment, space, power and cost of implementation.</p> <p>Space has already been provided to the Mobile Operator(s) by DMRC for Mobile Coverage equipment and no extra space shall be provided by DMRC. ....”</p>

		<p><b>Clause No. 2.2.1: Radio System Coverage, Chapter 7.2 (TS) of RFP</b></p> <p>“The Radio System shall provide coverage throughout the area of National Capital Territory (NCT) of Delhi including its borders, and the new metro rail tunnels which are under construction. ....”</p>
2	There are still certain pockets, as notified by the Delhi Police, where TETRA Network Coverage has not reached the optimum levels.	<p><b>Clause No. 2.2.1: Radio System Coverage, Chapter 7.2 (TS) of RFP</b></p> <p>“The Radio System shall provide coverage throughout the area of National Capital Territory (NCT) of Delhi including its borders, and the new metro rail tunnels which are under construction. ....”</p> <p><b>Clause No. 3.4.1.1: Radio Signal Strength, Chapter 7.2 (TS) of RFP</b></p> <p>“The minimum signal level under the worst case from the relevant base station, received by any handheld/mobile (Vehicular) radio antenna, shall be at least -85 dBm for the specified coverage area and, preferably more around the games venues and village.....”</p>
3	Non-availability of Network in certain buildings of the users departments.	<p><b>Clause No. 2.2.1: Radio System Coverage, Chapter 7.2 (TS) of RFP:</b></p> <p>“The Radio System shall provide coverage throughout the area of National Capital Territory (NCT) of Delhi including its borders, and the new metro rail tunnels which are under construction.....”</p> <p><b>Clause No. 3.4.1.2 &amp; 3.4.1.3 : Radio Signal Strength, Chapter 7.2 of RFP:</b></p> <p>“Signal level of minimum -95 dBm for 95% locations shall be available inside all the Games venue and Village, equipment rooms, plant rooms &amp; operation control rooms. The uplink and downlink audio quality level under such conditions also should be good.</p> <p>Additionally, minimum signal level of -95 dBm shall be available for Indoor Coverage (single wall coverage) of other buildings in NCT of Delhi.”</p>
4	Repair of TETRA radio sets under the Comprehensive Insurance:	<p><b>Clause No. 47.1, Article-47: Replacement of Parts and Components Section-2 of RFP</b></p> <p>“If the Systems fail to meet the standards of performance for Acceptance Testing and during warranty period due to faulty part/component, the replacement of faulty part/component has to be carried out by the Bidder free of cost. Freight, insurance Comprehensive Insurance and other allied expenditure like customs duties etc. for such part/component shall be the liability of the Bidder. Bidder will reimburse to GNCTD the cost incurred by GNCTD, if any, on replacement of such faulty part/component.....”</p>