

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

FNo.E-13016/3/2016-Development-Secy(IT)/147-59 Date: 15-1-16

**CIRCULAR**

**Sub: Rental payment to M/s HCL Infosystems Ltd. for TETRA wireless sets for 15th quarter of legacy period (i.e. Sept'2015 to Nov'2015).**

1. An arbitration proceeding is going on between DIT, GNCTD and M/s HCL Infosystems Ltd. 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 20th 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 submissions 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. It is requested to process the bills submitted by M/s HCL Infosystems Ltd. in respect of 15th Quarter (i.e. Sept'2015 to Nov'2015) and make provisional payment of 80% of bill amount (after withholding 20% of bill (amount) in r/o wet lease payment of TETRA sets within 15 days from the receipt of the bill.
4. The final reconciliation shall be done as per the recommendations of TCIL on the SLA document & clarifications provided by M/s. HCL Infosystems Ltd.
5. DIT, GNCTD may also be intimated on payment details as soon as payment is made so that Arbitrator may be informed accordingly.



(Vivek Mittal)  
Deputy Secretary (IT)

TO:

1. Commissioner of Police, Delhi, Delhi Police HQ, New Delhi
2. Pr. Secretary (Finance), 4th Level, 'A' Wing, Delhi Sectt., New Delhi

3. Secretary Revenue-cum-Divisional Commissioner, 5, Shamnath Marg, Delhi-110054.
4. Secretary (H& FW), 9th Level, 'A' Wing, Delhi Secretariat, New Delhi.
5. Commissioner, East Delhi Municipal Corporation, 1st Floor, Udyog Sadan, Patparganj Industrial Area, Patparganj, Delhi.
6. Commissioner, North Delhi Municipal Corporation, 4th floor, Dr. SPM Civic Centre, JLN Marg, New Delhi-110 002.
7. Commissioner, South Delhi Municipal Corporation, 9th 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.
- 1.0 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, Sector 11, NOIDA 201301, U.P., India. The deductions recommended are subject to the MSA/ RFP.

**Copy for information to :**

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



(Vivek Mittal)  
Deputy Secretary (IT)

**Signature valid**

Digitally signed by VIVEK  
MITTAL  
Date: 2018.01.15 14:46:35 IST  
Reason: Approved



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

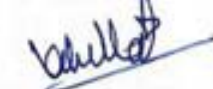
No. E-13016/3/2016-Development-Secy(IT)/3499-35 11  
Dated: 13-6-16

**CIRCULAR**

**Sub: Balanced rental payment to M/s HCL Infosystems Ltd. for TETRA wireless sets for 15<sup>th</sup> quarter of legacy period (i.e. Sept'2015 to Nov' 2015).**

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-13016/3/2016-Development-Secy(IT)/147-59 dated 15<sup>th</sup> Jan'2015 wherein it was advised to release 80% of the rental tentatively for the 15<sup>th</sup> quarter of legacy period (i.e. Sept'2015 to Nov'2015).

4. After, the final reconciliation/recommendation on SLA report submitted by TCIL, all user departments are requested to release additional 3.80% of quarterly rental amount for 15<sup>th</sup> quarter of legacy period (i.e Sept'2015 to Nov'2015) 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 83.80% may be released) for 15<sup>th</sup> quarter of legacy period (i.e Sept'2015 to Nov'2015). 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 in accordance with schedule V, Para 4 of MSA.
6. DIT, GNCT of Delhi may also be intimated in this regard.



(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.

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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:

### **1. Network Availability**

**Base Station (BS) Faults:** On account of non-compliance of Network availability (BS) requirements a penalty of 2.59% is levied on total quarterly rental **(Annexure-II)**

### **1. Mean Time to Repair Radio (MTTR)**

On account of non-compliance of MTTR requirements, a penalty of 0.01% is levied on total quarterly rental.

3. Deficient Network availability at 260 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 1.60% on total Quarterly rental **(Annexure-III).**

4. On account of non-availability of TETRA Network in Metro tunnels, 12% of the total quarterly rental is withheld.



113979/2016/Development

S.NO.	Site Name	Total Minutes in the Quarter = Total Down Time (in Hr. Min:Sec)	131040 Total Down Time (in Mins)	Overall Uptime of BSns	% of Penalty (As per Network Availability Requirement (99% <= Uptime < 99.95% ) (A.)	% of Penalty (As per Network Availability Requirement ( 97% < = Uptime < 99% ) (B.)	% of Penalty per site (with 55 Base stations) (A or B / 55)
1	AMBEDKAR NAGAR	01H:07m:19s	67	99.949%	0.01		0.00
2	ANTRIKSH BHAWAN	00H:06m:09s	6	99.995%	0.00		0.00
3	ARJUN PARK	31H:47m:30s	1908	98.544%		20	0.36
4	ARVIND ENCLAVE	02H:02m:00s	122	99.907%	0.43		0.01
5	BAKHTAWAR PUR	02H:22m:14s	142	99.892%	0.58		0.00
6	BUDDHIPUR	02H:14m:03s	134	99.898%	0.52		0.01
7	DELHI CANTT	04H:09m:29s	250	99.809%	1.41		0.03
8	DHAULA KUAN	01H:07m:41s	66	99.948%	0.02		0.00
9	DIAL	01H:07m:59s	68	99.948%	0.02		0.00
10	GHEWRA	15H:42m:00s	942	99.281%	6.69		0.12
11	GHITORNI	24H:15m:58s	1456	98.889%		20	0.36
12	IGI	00H:33m:53s	34	99.974%	0.00		0.00
13	JARODA MAJRA	00H:30m:18s	30	99.977%	0.00		0.00
14	KAILASH NAGAR	02H:43m:46s	164	99.875%	0.75		0.01
15	KATRABADYAN	03H:51m:28s	232	99.823%	1.27		0.02
16	KHAJURI KHAS	03H:22m:48s	203	99.845%	1.05		0.02
17	KHOR PUNJAB	00H:24m:33s	25	99.981%	0.00		0.00
18	KISHAN GARH	01H:38m:22s	99	99.924%	0.28		0.00
19	KONDOLI	30H:31m:13s	1831	98.003%		20	0.36
20	LOCHI ROAD	00H:03m:27s	4	99.997%	0.00		0.00
21	MAHPALPUR	04H:27m:51s	266	99.795%	1.55		0.03
22	MANDOLI	00H:22m:23s	23	99.982%	0.00		0.00
23	MEETHAPUR	22H:10m:41s	1331	98.984%	9.88	20	0.36
24	MUKUNDPUR	16H:47m:38s	1008	99.231%	7.19		0.13
25	NARAINA	02H:08m:18s	128	99.902%	0.48		0.01
26	NETAJI NAGAR	02H:59m:08s	179	99.883%	0.87		0.02
27	NH-8	03H:30m:29s	211	99.839%	1.11		0.02
28	QUHWA VILLAGE	05H:25m:54s	356	99.728%	2.22		0.00
29	PAHAR GANJ	15H:32m:50s	933	99.288%	6.62		0.12
30	POOTH KALAN	00H:03m:29s	4	99.997%	0.00		0.00
31	RAJ NAGAR	00H:19m:08s	19	99.986%	0.00		0.00
32	RAJORI GARDEN	01H:37m:57s	98	99.925%	0.25		0.00
33	RAMA VIHAR	00H:02m:54s	3	99.998%	0.00		0.00
34	RANIBAGH	00H:41m:09s	41	99.969%	0.00		0.00
35	RISHAB PARK	00H:09m:02s	9	99.993%	0.00		0.00
36	SANGAM VIHAR	00H:10m:08s	10	99.992%	0.00		0.00
37	SANOT	07H:03m:34s	424	99.876%	2.74		0.05
38	SCOPE TOWER	00H:11m:45s	12	99.991%	0.00		0.00
39	SHAHBAD DAULATPUR	00H:43m:51s	44	99.956%	0.00		0.00
40	SHIVAJI STADIUM	05H:48m:29s	349	99.734%	2.19		0.00
41	SUNHERI BAGH	01H:14m:38s	75	99.943%	0.07		0.00
42	SWATANTRA NAGAR	02H:29m:04s	149	99.885%	0.84		0.01
43	TAJPUR KHURD	07H:21m:46s	442	99.863%	2.87		0.05
44	VASANT CONTINENTAL	15H:28m:04s	926	99.293%	6.57		0.12
45	VINAY MARG	00H:00m:42s	1	99.999%	0.00		0.00
46	VISHWADEEP	00H:03m:19s	4	99.997%	0.00		0.00
47	VISHWAS NAGAR	31H:58m:36s	1917	98.537%		20	0.36
48	WAZIRPUR	00H:18m:53s	19	99.985%	0.00		0.00
TOTAL:							2.69

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113979/2016/Development

Calculation of Discretionary Penalties

## 15th Quarter

- i) 15th Qtr.: On account of non-compliance of TETRA C. and checked those points; Jt. Survey conducted; Problems found: 216 points/locations were found

Total no. of points (Outdoor) where coverage problems in road coverage accompanied by significant voice cutting; w	coverage/ much less than specified on-ground	211	
Total no. of points (Indoor) where coverage problems in road coverage accompanied by significant voice cutting; w	coverage/ much less than specified on-ground	35	
Based on the problems reported; area with an average of 300 Meter is taken as affected at Outdoor points.		282600.00	sq.m
3.14 300		59.63	sq.km
Total Area affected for 211 (Outdoor) points			
Based on the problems reported; area with an average of 50 Meter is taken as affected at Indoor points.		7850.00	sq.m
3.14 50		0.27	sq.km
Total Area affected for 35 (Indoor) points			
Total Area affected for 211 (Outdoor) points and 35 (Indoor) points		59.9	sq.km
Total Area of the NCT of Delhi		1500	sq.km
% of Area affected		3.994%	
It implies that there was no coverage/ much less than specified, i.e., about zero Network Availability; therefore, 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%	3.994%	
		1.60%	

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#### Annexure IV

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
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2	<p>There are still certain pockets, as notified by the Delhi Police, where TETRA Network Coverage has not reached the optimum levels.</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> <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>
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1	<p>There is no Secured Communication Network (TETRA) available in the underground DMRC Metro tunnels;</p>	<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, <b>and the new metro rail tunnels which are under construction. ....”</b></p>
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3	Non-availability of Network in certain buildings of the users departments viz. Delhi Police Training Centre etc.	<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>





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

No: E-13016/26/2016-Development-Secy(IT)/2686-79 Date: 19-4-16

**CIRCULAR**

**Sub: Rental payment to M/s HCL Infosystems Ltd. for TETRA wireless sets for 16th quarter of legacy period (i.e. Dec'2015 to Feb'2016).**

1. An arbitration proceeding is going on between DIT, GNCTD and M/s HCL Infosystems Ltd. 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 20th 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 submissions 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. You are requested to process the bills submitted by M/s HCL Infosystems Ltd. in respect of 16th Quarter (i.e. Dec'2015 to Feb'2016) and make provisional payment of 80% of bill amount (after withholding 20% of bill (amount) in r/o wet lease payment of TETRA sets within 15 days from the receipt of the bill.
4. The final reconciliation shall be done as per the recommendations of TCIL on the SLA document & clarifications provided by M/s. HCL Infosystems Ltd.
5. DIT, GNCTD may also be intimated on payment details as soon as payment is made so that Arbitrator may be informed accordingly.

  
19/4/2016

(Vivek Mittal)

**Deputy Secretary (IT)**

TO:

1. Commissioner of Police, Delhi, Delhi Police HQ, New Delhi
2. Pr. Secretary (Finance), 4th Level, 'A' Wing, Delhi Sectt., New Delhi
3. Secretary Revenue-cum-Divisional Commissioner, 5, Shamnath Marg, Delhi-110054.
4. Secretary (H& FW), 9th Level, 'A' Wing, Delhi Secretariat, New Delhi.
5. Commissioner, East Delhi Municipal Corporation, 1st Floor, Udyog Sadan, Patparganj Industrial Area, Patparganj, Delhi.
6. Commissioner, North Delhi Municipal Corporation, 4th floor, Dr. SPM Civic Centre,



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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-1, New Delhi.

12. Sh. JV Ramamurthy, President and Chief Operating Officer, M/s. HCL Infosystems Ltd. E-4, Sector 11, NOIDA 201301, U.P., India. The deductions recommended are subject to the MSA / RFP.

**Copy for information to :**

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

  
(Vivek Mittal)

**Deputy Secretary (IT)**

**Signature valid**

Digitally signed by VIVEK  
MITTAL

Date: 2018.04.19 13:50:22 IST

Reason: Approved

I/16753/2016


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-13016/3/2016-Development-Secy(IT) 15837-48 Dated: 28-10-16

**CIRCULAR**

**Sub: Balanced rental payment to M/s HCL Infosystems Ltd. for TETRA wireless sets for 16<sup>th</sup> quarter of legacy period (i.e. Dec'2015 to Feb' 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-13016/26/2016-Development-Secy(IT)/2686-99 dated 19<sup>th</sup> April'2016 wherein it was advised to release 80% of the rental tentatively for the 16<sup>th</sup> quarter of legacy period (i.e Dec'2015 to Feb'2016).
4. After, the final reconciliation/recommendation on SLA report submitted by TCIL, all user departments are requested to release additional 8.03% of quarterly rental amount for 16<sup>th</sup> quarter of legacy period (i.e Dec'2015 to Feb'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 88.03% may be released) for 16<sup>th</sup> quarter of legacy period (i.e Dec'2015 to Feb'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 in accordance with schedule V, Para 4 of MSA.
6. DIT, GNCT of Delhi may also be intimated in this regard.

  
(Vivek Mittal)  
Deputy Secretary (IT)

Encl: As above

I/16753/2016

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.
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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)



I/16753/2016

**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 0.92 % is levied on total quarterly rental.  
(Annexure-II)

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

On account of non-compliance of MTTR requirements, a penalty of 0.01% is levied on total quarterly rental.

- C. Deficient Network availability at 157 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 1.04% on total Quarterly rental-  
(Annexure-III).

- D. On account of non-availability of TETRA Network in Metro tunnels, 10% of the total quarterly rental.



S.NO	Site Name	Total Minutes in this Quarter = Total Down Time (in Hr: Min: Sec)	Total Down Time (in Min)	Overall Uptime of BSs	% of Penalty (As per Network Availability Requirement (99% <= Uptime < 99.95%) (A.)	% of Penalty (As per Network Availability Requirement (97% <= Uptime < 99%) (B.)	% of Penalty per site (with 55 Base stations) (A or B / 55)
1	ANTI RIKSH BHAWAN	02H:00m:29s	1	99.99%	0.00		0.00
2	ARJUN PARK	01H:10m:49s	71	99.95%	0.04		0.00
3	BAKHTAWAR PUR	02H:45m:28s	225	99.83%	1.22		0.00
4	BUDHAPUR	02H:04m:17s	124	99.91%	0.45		0.01
5	DELUH CANTT	13H:57m:29s	835	99.95%	5.89		0.00
6	DHOLA KUAN	01H:18m:22s	79	99.94%	0.10		0.00
7	DIAL	02H:01m:32s	2	100.00%	0.00		0.00
8	GHTORNI	02H:30m:43s	31	99.98%	0.00		0.00
9	GREEN PARK	02H:03m:55s	4	100.00%	0.00		0.00
10	IGI	11H:05m:51s	695	99.88%	4.55		0.08
11	JARODA MAJRA	02H:19m:54s	20	99.98%	0.09		0.00
12	KAILASH NAGAR	12H:18m:27s	739	99.44%	5.14		0.09
13	KATRABADYAN	02H:44m:18s	164	99.87%	0.75		0.01
14	KHAJURI KHAS	02H:52m:11s	472	99.64%	3.10		0.05
15	KHOR PUNJAB	01H:35m:29s	85	99.93%	0.20		0.00
16	KISHAN GARNH	02H:07m:35s	5	99.99%	0.00		0.00
17	KONDU	15H:50m:28s	951	99.27%	6.76		0.12
18	LODHI ROAD	02H:30m:42s	31	99.98%	0.00		0.00
19	MAHIPALPUR	02H:14m:29s	135	99.80%	0.55		0.00
20	MANDOLI	02H:48m:30s	49	99.96%	0.00		0.00
21	METHAPUR	01H:02m:47s	83	99.95%	0.00		0.00
22	MUKUNDPUR	01H:24m:49s	85	99.94%	0.15		0.00
23	NARANA	01H:46m:05s	105	99.92%	0.31		0.00
24	NETAJI NAGAR	02H:10m:22s	131	99.90%	0.50		0.01
25	NH-2	02H:04m:14s	184	99.88%	0.90		0.02
26	OHRYA VILLAGE	03H:28m:25s	209	99.84%	1.09		0.00
27	PAHAR GANJ	02H:18m:08s	435	99.67%	2.54		0.05
28	POOTH KALAN	02H:20m:03s	20	99.98%	0.00		0.00
29	RAJ NAGAR	02H:42m:23s	43	99.97%	0.00		0.00
30	RAJOKARI FARM	02H:55m:37s	59	99.96%	0.00		0.00
31	RAJORI GARDEN	02H:40m:54s	41	99.97%	0.00		0.00
32	RAMA VIHAR	04H:05m:10s	245	99.81%	1.37		0.02
33	RANIBAGH	04H:02m:27s	243	99.81%	1.35		0.02
34	RISHAB PARK	02H:21m:26s	22	99.98%	0.00		0.00
35	SANGAM VIHAR	01H:46m:49s	105	99.92%	0.31		0.01
36	SANOT	12H:19m:23s	740	99.44%	5.15		0.09
37	SCOPE TOWER	02H:55m:03s	56	99.90%	0.00		0.00
38	SHAHBAD DAULATPUR	04H:20m:18s	251	99.80%	1.49		0.03
39	SHIVAJI STADIUM	01H:31m:12s	91	99.93%	0.19		0.00
40	SUNHERI BAGH	02H:27m:52s	145	99.86%	0.63		0.00
41	SWATANTRA NAGAR	02H:47m:09s	227	99.80%	1.23		0.02
42	TAJPUR KHURD	02H:30m:23s	151	99.88%	0.65		0.01
43	VASANT CONTINENTAL	06H:02m:03s	542	99.05%	3.64		0.07
44	VINAY MARG	02H:33m:55s	154	99.82%	0.66		0.01
45	VISHWAS NAGAR	20H:43m:33s	1244	99.05%	6.99		0.16
46	WAZIRPUR	02H:12m:12s	13	99.95%	0.00		0.00
						TOTAL:	0.92

A-11

## Calculations for Discretionary Penalties

16th Quarter

- i) 16th Qtr. : On account of non-compliance of TETRA Coverage requirements (Delhi Police letter No. 2364 dt. 25.04.16); NCL visited and checked those points; Jt. Survey conducted; Problems at 157 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	137	
Total no. of points (Indoor) where coverage problems - no coverage/ much less than specified on road coverage accompanied by significant voice cutting were found	20	
Based on the problems reported; area with an average radius of 300 Meter is taken as affected at Outdoor points.	282600.00	sq.m
3.14 300		
Total Area affected for 137 (Outdoor) points	38.72	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 20 (Indoor) points	0.16	sq.km
Total Area affected for 137 Outdoor points and 20 Indoor points	38.9	sq.km
Total Area of the NCT of Delhi	1500	sq.km
% of Area affected	2.592%	
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% 2.592%	1.04%	



I/16753/2016

## Annexure IV

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>

I/16753/2016

		<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>



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

File No. E-13/6/2016-Development-Secy(IT)/ 4078-89 Date: 14-07-16

**CIRCULAR**

**Sub: Rental payment to M/s HCL Infosystems Ltd. for TETRA wireless sets for 17th quarter of legacy period (i.e. March'2016 to May'2016).**

1. An arbitration proceeding is going on between DIT, GNCTD and M/s HCL Infosystems Ltd. 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 20th 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 submissions 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. You are requested to process the bills submitted by M/s HCL Infosystems Ltd. in respect of 17th Quarter (i.e. March'2016 to May'2016) and make provisional payment of 80% of bill amount (after withholding 20% of bill (amount) in r/o wet lease payment of TETRA sets within 15 days from the receipt of the bill.
4. The final reconciliation shall be done as per the recommendations of TCIL on the SLA document & clarifications provided by M/s. HCL Infosystems Ltd.
5. DIT, GNCTD may also be intimated on payment details as soon as payment is made so that Arbitrator may be informed accordingly.

Signature Not Verified  
Digitally signed by Vivek Mittal  
Date: 2016.07.13 11:03:17 IST  
Reason: Approved



(Vivek Mittal)  
Deputy Secretary (IT)

TO:

1. Commissioner of Police, Delhi, Delhi Police HQ, New Delhi
2. Pr. Secretary (Finance), 4th Level, 'A' Wing, Delhi Secretariat, New Delhi
3. Secretary Revenue-cum-Divisional Commissioner, 5, Shamnath Marg,  
Delhi-110054.

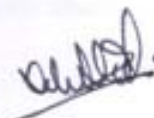


I/8813/2016

4. Secretary (H& FW), 9th Level, 'A' Wing, Delhi Secretariat, New Delhi.
5. Commissioner, East Delhi Municipal Corporation, 1st Floor, Udyog Sadan, Patparganj Industrial Area, Patparganj, Delhi.
6. Commissioner, North Delhi Municipal Corporation, 4th floor, Dr. SPM Civic Centre, JLN Marg, New Delhi-110 002.
7. Commissioner, South Delhi Municipal Corporation, 9th 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, Sector 11, NOIDA 201301, U.P., India. The deductions recommended are subject to the MSA / RFP.

**Copy for information to :**

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



(Vivek Mittal)  
Deputy Secretary (IT)

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-13/6/2016-Development-Secy(IT) 6460-6472

Dated: 22/12/16.

**CIRCULAR**

**Sub: Balanced rental payment to M/s HCL Infosystems Ltd. for TETRA wireless sets for 17<sup>th</sup> quarter of legacy period (i.e. March'2016 to May'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-13/6/2016-Development-Secy(IT)/4078-89 dated 14<sup>th</sup> July'2016 wherein it was advised to release 80% of the rental tentatively for the 17<sup>th</sup> quarter of legacy period (i.e March'2016 to May'2016).
4. After, the final reconciliation/recommendation on SLA report submitted by TCIL, all user departments are requested to release additional 10.43% of quarterly rental amount for 17<sup>th</sup> quarter of legacy period (i.e March'2016 to May'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 90.43% may be released) for 17<sup>th</sup> quarter of legacy period (i.e March'2016 to May'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 in accordance with schedule V, Para 4 of MSA.
6. DIT, GNCT of Delhi may also be intimated in this regard.



(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 3.16 % is levied on total quarterly rental. (Annexure-II)

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

On account of non-compliance of MTTR requirements, a penalty of 0.01% is levied on total quarterly rental.

**C. Deficient Network availability at 57 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 0.4% on total Quarterly rental- (Annexure-III).**

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



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>            "..... 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</p>

		<p>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>



S/C

Sl No	Site Name	Total Down Time (in Hr: Min:Sec)	Total Down Time (in Min)	Overall Uptime of BSite	% of Penalty (As per Network Availability Requirement (99% + Uptime + 99.99%) (A.)	% of Penalty (As per Network Availability Requirement (99% + Uptime + 99.99%) (B.)	% of Penalty (As per Network Availability Requirement (99% + Uptime + 99.99%) (C.)	% of Penalty (As per Network Availability Requirement (99% + Uptime + 99.99%) (A or B or C / 55)
1	AMBUDHAN NAGAR	00:00:00.00	7	99.99%	0.00			0.00
2	ANTHONY BHUVAN	00:00:00.00	32	99.98%	0.00			0.00
3	ARUN PARK	00:00:00.00	830	99.99%	0.00			0.00
4	ARUNDA ENCLAVE	00:00:00.00	28	99.99%	0.00			0.00
5	ARUNDA ENCLAVE	00:00:00.00	1179	99.99%	0.00			0.00
6	ARUNDA ENCLAVE	00:00:00.00	204	99.99%	0.00			0.00
7	ARUNDA ENCLAVE	00:00:00.00	5	100.00%	0.00			0.00
8	ARUNDA ENCLAVE	00:00:00.00	24	99.99%	0.00			0.00
9	ARUNDA ENCLAVE	00:00:00.00	20	99.99%	0.00			0.00
10	ARUNDA ENCLAVE	00:00:00.00	200	99.99%	0.00			0.00
11	ARUNDA ENCLAVE	00:00:00.00	154	99.99%	0.00			0.00
12	ARUNDA ENCLAVE	00:00:00.00	100	99.99%	0.00			0.00
13	ARUNDA ENCLAVE	00:00:00.00	372	99.99%	0.00			0.00
14	ARUNDA ENCLAVE	00:00:00.00	8	100.00%	0.00			0.00
15	ARUNDA ENCLAVE	00:00:00.00	80	99.99%	0.00			0.00
16	ARUNDA ENCLAVE	00:00:00.00	102	99.99%	0.00			0.00
17	ARUNDA ENCLAVE	00:00:00.00	451	99.99%	0.00			0.00
18	ARUNDA ENCLAVE	00:00:00.00	619	99.99%	0.00			0.00
19	ARUNDA ENCLAVE	00:00:00.00	1098	99.99%	0.00			0.00
20	ARUNDA ENCLAVE	00:00:00.00	342	99.99%	0.00			0.00
21	ARUNDA ENCLAVE	00:00:00.00	5	100.00%	0.00			0.00
22	ARUNDA ENCLAVE	00:00:00.00	371	99.99%	0.00			0.00
23	ARUNDA ENCLAVE	00:00:00.00	803	99.99%	0.00			0.00
24	ARUNDA ENCLAVE	00:00:00.00	104	99.99%	0.00			0.00
25	ARUNDA ENCLAVE	00:00:00.00	112	99.99%	0.00			0.00
26	ARUNDA ENCLAVE	00:00:00.00	978	99.99%	0.00			0.00
27	ARUNDA ENCLAVE	00:00:00.00	200	99.99%	0.00			0.00
28	ARUNDA ENCLAVE	00:00:00.00	717	99.99%	0.00			0.00
29	ARUNDA ENCLAVE	00:00:00.00	227	99.99%	0.00			0.00
30	ARUNDA ENCLAVE	00:00:00.00	181	99.99%	0.00			0.00
31	ARUNDA ENCLAVE	00:00:00.00	789	99.99%	0.00			0.00
32	ARUNDA ENCLAVE	00:00:00.00	481	99.99%	0.00			0.00
33	ARUNDA ENCLAVE	00:00:00.00	734	99.99%	0.00			0.00
34	ARUNDA ENCLAVE	00:00:00.00	142	99.99%	0.00			0.00
35	ARUNDA ENCLAVE	00:00:00.00	79	99.99%	0.00			0.00
36	ARUNDA ENCLAVE	00:00:00.00	58	99.99%	0.00			0.00
37	ARUNDA ENCLAVE	00:00:00.00	24	99.99%	0.00			0.00
38	ARUNDA ENCLAVE	00:00:00.00	158	99.99%	0.00			0.00
39	ARUNDA ENCLAVE	00:00:00.00	408	99.99%	0.00			0.00
40	ARUNDA ENCLAVE	00:00:00.00	130	99.99%	0.00			0.00
41	ARUNDA ENCLAVE	00:00:00.00	110	99.99%	0.00			0.00
42	ARUNDA ENCLAVE	00:00:00.00	500	99.99%	0.00			0.00
43	ARUNDA ENCLAVE	00:00:00.00	1488	99.99%	0.00			0.00
44	ARUNDA ENCLAVE	00:00:00.00	287	99.99%	0.00			0.00
45	ARUNDA ENCLAVE	00:00:00.00	280	99.99%	0.00			0.00
46	ARUNDA ENCLAVE	00:00:00.00	568	99.99%	0.00			0.00
47	ARUNDA ENCLAVE	00:00:00.00	181	99.99%	0.00			0.00
48	ARUNDA ENCLAVE	00:00:00.00	621	99.99%	0.00			0.00
49	ARUNDA ENCLAVE	00:00:00.00	1146	99.99%	0.00			0.00
50	ARUNDA ENCLAVE	00:00:00.00	777	99.99%	0.00			0.00
51	ARUNDA ENCLAVE	00:00:00.00	938	99.99%	0.00			0.00
52	ARUNDA ENCLAVE	00:00:00.00	178	99.99%	0.00			0.00
TOTAL								0.00

A/A

Datta

## Calculations for Discretionary Penalties

## 37th Quarter

- i) 17th Qtr. : On account of non-compliance of TETRA Coverage requirements (Delhi Police letter No. 4385-86 dt. 12.07.16); HCL visited and checked these points ; IL Survey conducted; Problems at 57 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	52	
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 300 Meter is taken as affected at Outdoor points.	282600.00	sq.m
3.14      200		
Total Area affected for 52 (Outdoor) points	14.70	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	0.00	sq.km
Total Area affected for 52 Outdoor points and 5 Indoor points	14.7	sq.km
Total Area of the NCT of Delhi	1500	sq.km
% of Area affected	0.982%	
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%      0.982%	0.4%	