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


No. F. 7(11)/2008/IT/ 7251-7263

Dated: 12/08/2014

CIRCULAR

Sub: Rental payment to M/s HCL Infosystems Ltd. for TETRA wireless sets for 9th quarter of legacy period (i.e. March'2014 to May 2014).

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. On the last date of hearing on 20th May 2014, the Arbitrator has directed GNCTD 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. This is in continuation of the Circular issued by Department of IT, GNCTD vide No. F.7(11)/2008/IT/5494-5505 dated 3rd July 2014 wherein it was advised to release the 80% of the rental(withheld 20% of bill amount) for 9th quarter of legacy period(i.e March'2014to may'2014).
4. After, the final reconciliation/recommendation on SLA report submitted by TCIL, we may request all user department to release 4.46% of quarterly rental amount for 9th quarter of legacy period(i.e March'2014to may'2014) as bill raised by M/S HCL Infosystems Ltd. This is in addition to earlier 80% released as rental payment (i.e **84.46% may be released**) for 9th quarter of legacy period (i.e March'2014to may'2014).
5. Department are requested to release due payment after duly verifying the bills in accordance with schedule V, Para 4 of MSA.
6. DIT, GNCTD may also be intimated in this regard.


(Vivek Mittal)
Deputy Secretary (IT)

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TO:

1. Commissioner of Police, Delhi, Delhi Police HQ, New Delhi
2. Pr. Secretary (Finance), 4th Level, 'A' Wing, Delhi Sectt., New Delhi
3. Pr. 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.
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. The deductions recommended are subject to the MSA / RFP.

Copy for information to :

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

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GOVERNMENT OF NCT OF DELHI
DEPARTMENT OF INFORMATION TECHNOLOGY
9TH LEVEL, B-WING, DELHI SECRETARIAT, IP ESTATE,
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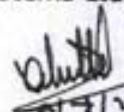
No. F. 7(11)/2008/IT/ 5494-5505

964
Dated: 8th July 2014

CIRCULAR

Sub: Rental payment to M/s HCL Infosystems Ltd. for TETRA wireless sets for 9th quarter of legacy period (i.e. March 2014 to May 2014).

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. On the last date of hearing on 20th May 2014, the Arbitrator has directed GNCTD 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 Infosystem Ltd. in respect of 9th Quarter and make provisional payment of 80% of bill amount (after withheld 20% of bill amount) in r/o wet lease payment of TETRA sets within 10 days from the receipt of the bill, otherwise interest of 18% shall be levied thereafter.
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 in this regard.


(Virek 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. Pr. Secretary Revenue-cum-Divisional Commissioner, 5, Shamnath Marg, Delhi-110054.

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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. The deductions recommended are subject to the MSA / RFP.

Copy for information to :

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

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

No. F. 7(11)/2008/IT/ 700-712

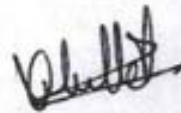
Dated: 23/01/2015

CIRCULAR

Sub: Balanced rental payment to M/s HCL Infosystems Ltd. for TETRA wireless sets for 10th quarter of legacy period (i.e. June 2014 to August 2014).

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 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 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. F.7(11)/2008/IT/8917-29 dated 23th Sept 2014 wherein it was advised to release 80% of the rental tentatively for the 10th quarter of legacy period(i.e June'2014to August'2014).
4. After, the final reconciliation/recommendation on SLA report submitted by TCIL, all user departments are requested to release additional 0.6% of quarterly rental amount for 10th quarter of legacy period(i.e June'2014to August'2014) 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 80.6% may be released) for 10th quarter of legacy period (i.e June'2014to August'2014). The details / explanation for the deductions/withholding may be seen in Annexure-I.**
5. Department are requested to release due payment after duly verifying the bills in accordance with schedule V, Para 4 of MSA.
6. DIT, GNCTD may also be intimated in this regard.

End! As above.


(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.
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. 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.

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 **6.30 %** 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 is penalty of **0.03%** is levied on total quarterly rental.

C. Deficient Network availability at 63 points jointly inspected by M/S HCL Infosystems Ltd. and Delhi Police. Keeping in view estimated area affected by these problems, and as per calculations, TCIL recommends a penalty of 1.07% on total Quarterly rental- (Annexure-III).

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

Calculations for Discretionary Penalties

10th Quarter

10th Qtr. : On account of non-compliance of TETRA Coverage requirements (Problems reported by Delhi Police); HCL visited and checked those points alongwith Delhi Police ; problems at 63 points were found

Total no. of points where coverage problems - no coverage/ much less than specified on-road coverage accompanied by significant voice cutting were found				63	
Based on the problems reported; area with an average radius of 450 Meter is taken as affected at a point.				635850.00	sq.m
3.14	450			0.635850	sq.km
Total Area affected for 63 points				40.1	sq.km
Total Area of the NCT of Delhi				1500	sq.km
% of Area affected				2.671%	
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%	2.671%		1.07%

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	There is no Secured Communication Network (TETRA) available in the underground DMRC Metro tunnels;	<p>Clause No. 17, Section-6, of RFP: "..... 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</p>

		<p>for Mobile Coverage equipment and no extra space shall be provided by DMRC."</p> <p>Clause No. 2.2.1: Radio System Coverage, Chapter 7.2 (TS) of RFP</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>Clause No. 2.2.1: Radio System Coverage, Chapter 7.2 (TS) of RFP</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>Clause No. 3.4.1.1 : Radio Signal Strength, Chapter 7.2 (TS) of RFP</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 viz. Delhi Police Training Centre etc.	<p>Clause No. 2.2.1: Radio System Coverage, Chapter 7.2 (TS) of RFP:</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>Clause No. 3.4.1.2 & 3.4.1.3 : Radio Signal Strength, Chapter 7.2 of RFP:</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 & 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>Clause No. 47.1, Article-47: Replacement of Parts and Components Section-2 of RFP</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>

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


No. F. 7(11)/2008/IT/8917-29

Dated: 23-9-14

CIRCULAR

Sub: Rental payment to M/s HCL Infosystems Ltd. for TETRA wireless sets for 10th quarter of legacy period (i.e. June'2014 to August'2014).

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 10th Quarter (i.e. June'2014 to August'2014) 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 20 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 in this regard.


(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.

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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.
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 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. The deductions recommended are subject to the MSA / RFP.

Copy for information to :

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


23/9/2014
(Vivek Mittal)
Deputy Secretary (IT)

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

No. F. 7(11)/2008/IT/ 2836-47

Dated: 7-4-15

CIRCULAR

Sub: Balanced rental payment to M/s HCL Infosystems Ltd. for TETRA wireless sets for 11th quarter of legacy period (i.e. Sept'2014 to NOV' 2014).

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 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 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. F.7(11)/2008/IT/1107-1119 dated 03 Feb'2015 wherein it was advised to release 80% of the rental tentatively for the 11th quarter of legacy period(i.e Sept'2014to Nov'2014).
4. After, the final reconciliation/recommendation on SLA report submitted by TCIL, all user departments are requested to release additional 1.90% of quarterly rental amount for 11th quarter of legacy period(i.e Sept'2014to Nov'2014) 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 81.90% may be released) for 11th quarter of legacy period (i.e Sept'2014to Nov'2014). 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, GNCTD may also be intimated in this regard.

Encl: As above


(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.
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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), 9th Level, 'B' Wing, Delhi Secretariat, New Delhi.



(Vivek Mittal)
Deputy Secretary (IT)

524/c 60

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 4.60 % 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 is penalty of 0.16% is levied on total quarterly rental.

C. Deficient Network availability at 100 points (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 1.34% on total Quarterly rental- (Annexure-III).

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

Annex-II 14/c 59
523/c

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 BSins	% 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:46m:05s	106	99.919%	0.31		
2	ANTRIKSH BHAWAN	00H:02m:08s	2	99.998%	0.00		0.01
3	ARJUN PARK	03H:55m:10s	235	99.821%	1.29		0.00
4	ARVIND ENCLAVE	00H:07m:22s	7	99.995%	0.00		0.02
5	BAKHTAWAR PUR	00H:01m:01s	1	99.999%	0.00		0.00
6	BUDDHPUR	00H:10m:54s	11	99.982%	0.00		0.00
7	DELHI CANTT	00H:01m:14s	1	99.999%	0.00		0.00
8	DIPAT (KATUN)	43m:42m:00s	262	99.922%		20	0.00
9	GHEWRA	10H:12m:56s	613	99.532%	4.18		
10	GHITORNI	03H:55m:41s	236	99.820%	1.30		0.08
11	GK2	00H:49m:39s	50	99.982%	0.00		0.02
12	GREEN PARK	04H:46m:01s	286	99.782%	1.68		0.00
13	HINDURAO	00H:04m:51s	5	99.996%	0.00		0.03
14	JARODA MAJRA	06H:04m:21s	364	99.722%	2.28		0.00
15	KAILASH NAGAR	01H:40m:58s	101	99.923%	0.27		0.04
16	KATRABADYAN	09H:31m:26s	572	99.563%	3.87		0.00
17	KHANPUR KHAS	33m:24m:56s	2015	95.462%		20	0.07
18	KHOR PUNJAB	00H:04m:30s	5	99.996%	0.00		0.00
19	KISHAN GARH	06H:36m:42s	397	99.697%	2.53		0.00
20	KONDA	41m:23m:22s	244	99.164%		20	0.05
21	MAHIPAL PUR	15H:20m:24s	921	99.297%	6.53		0.00
22	MANGA	22m:05m:57s	132	99.922%		20	0.12
23	MANGA PARK	29H:53m:45s	1795	99.502%		20	0.00
24	NETAJI NAGAR	00H:16m:07s	16	99.988%	0.00		0.00
25	NETAJI	01H:00m:59s	61	99.921%		20	0.00
26	OJHWA VILLAGE	00H:26m:27s	26	99.980%	0.00		0.00
27	PAHAR GANJ	08H:27m:28s	507	99.613%	3.37		0.00
28	POOTH KHURD	00H:05m:33s	6	99.995%	0.00		0.06
29	RAJOKARI FARM	04H:47m:23s	287	99.781%	1.69		0.00
30	RAJORI GARDEN	00H:00m:54s	1	99.999%	0.00		0.03
31	RAMA VIHAR	18H:17m:18s	1097	99.163%	7.87		0.00
32	RISHAB PARK	10H:48m:33s	649	99.505%	4.45		0.14
33	SANOT	08H:21m:16s	501	99.618%	3.32		0.08
34	SCOPE TOWER	00H:38m:54s	39	99.970%	0.00		0.06
35	SHAHBAD DAULATPUR	04H:32m:20s	272	99.792%	1.58		0.00
36	SHIVANI STADIUM	58m:42m:00s	342	97.207%		20	0.03
37	SHIVPURI BAZAR	23H:52m:25s	1431	99.505%		20	0.00
38	SWATANTRA NAGAR	00H:00m:16s	1	99.999%	0.00		0.00
39	VASANT CONTINENTAL	00H:23m:52s	24	99.982%	0.00		0.00
40	VIKRAM TOWER	00H:14m:55s	15	99.988%	0.00		0.00
41	VINAY MARG	10H:07m:27s	607	99.537%	4.13		0.00
42	VISHWADEEP	06H:23m:22s	383	99.708%	2.42		0.08
43	VISHWANAGAR	05H:00m:21s	301	99.837%		20	0.04
TOTAL PENALTY:							4.50

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ANNEX III
52/C 58

Calculations for Discretionary Penalties

11th Qtr

- 1) 11th Qtr. : On account of non-compliance of TETRA Coverage requirements (Problems reported by Delhi Police); HCL visited and checked those points ; problems at 100 points 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	79	
Total no. of points (Indoor) where coverage problems - no coverage/ much less than specified on-road coverage accompanied by significant voice cutting were found	21	
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 79 (Outdoor) points	50.23	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 21 (Indoor) points	0.16	sq.km
Total Area affected for 79 (Outdoor) points and 21 Indoors points	50.4	sq.km
Total Area of the NCT of Delhi	1500	sq.km
% of Area affected	3.360%	
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% 3.360%		1.34%

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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
1	There is no Secured Communication Network (TETRA) available in the underground DMRC Metro tunnels;	Clause No. 17, Section-6, of RFP: "..... 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

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		<p>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>Clause No. 2.2.1: Radio System Coverage, Chapter 7.2 (TS) of RFP</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>Clause No. 2.2.1: Radio System Coverage, Chapter 7.2 (TS) of RFP</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>Clause No. 3.4.1.1 : Radio Signal Strength, Chapter 7.2 (TS) of RFP</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 viz. Delhi Police Training Centre etc.	<p>Clause No. 2.2.1: Radio System Coverage, Chapter 7.2 (TS) of RFP:</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>Clause No. 3.4.1.2 & 3.4.1.3 : Radio Signal Strength, Chapter 7.2 of RFP:</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 & 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>Clause No. 47.1, Article-47: Replacement of Parts and Components Section-2 of RFP</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>



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

No. F. 7(11)/2008/IT/ 1107-11 19

Dated: 3/2/15

CIRCULAR

Sub: Rental payment to M/s HCL Infosystems Ltd. for TETRA wireless sets for 11th quarter of legacy period (i.e. Sept'2014 to Nov'2014).

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 11th Quarter (i.e. Sept'2014 to Nov'2014) 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)

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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.
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. 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.

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

No. F. 7(11)/2008/IT/ 5319-533)

Dated: 18/8/2015.

CIRCULAR

Sub: Balanced rental payment to M/s HCL Infosystems Ltd. for TETRA wireless sets for 12th quarter of legacy period (i.e. Dec'2014 to Feb' 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 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 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. F.7 (11)/2008/IT/2688-2700 dated 30 March'2015 wherein it was advised to release 80% of the rental tentatively for the 12th quarter of legacy period (i.e Dec'2014to Feb'2015).
4. After, the final reconciliation/recommendation on SLA report submitted by TCIL, all user departments are requested to release additional 5.46% of quarterly rental amount for 12th quarter of legacy period(i.e Dec'2014to Feb'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 85.46% may be released) for 12th quarter of legacy period (i.e Dec'2014to Feb'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, GNCTD may also be intimated in this regard.



(Vivek Mittal)
Deputy Secretary (IT)

Encl: As above

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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.
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), 9th 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 1.86 % 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 is penalty of 0.05% is levied on total quarterly rental.

C. Deficient Network availability at 129 points (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 0.63% on total Quarterly rental- (Annexure-III).

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



S.NO.	Site Name	Total Minutes in the Quarter Total Down Time (in Hr. Min. Sec)	Total Down Time (in Min)	Overall Uptime of BSms	% of Penalty (As per Network Availability Requirement (99% or Uptime < 99.99%)) (A.)	% of Penalty (As per Network Availability Requirement (97% or Uptime < 99%)) (B.)	% of Penalty (As per Network Availability Requirement (Uptime < 95%)) (C.)	% of Penalty per site (with 55 Base stations) (A or B or C / 55)
1	1)AMBERKAR BAGAR	12H 12m 05s	813	99.372%	5.77			0.10
2	2)ANTRISH BHAWAN	02H 04m 12s	4	99.927%	0.00			0.00
3	3)ANJALI PARK	02H 19m 05s	19	99.955%	0.00			0.00
4	4)ARVIND ENCLAVE	02H 05m 43s	5	99.994%	0.00			0.00
5	5)BUDDHPU	02H 23m 41s	34	99.974%	0.00			0.00
6	6)DEVI CHINT	02H 15m 48s	137	99.894%	0.56			0.01
7	7)DEVI KUND	01H 35m 19s	35	99.922%	0.23			0.00
8	8)DEVIWALA	15H 42m 55s	947	98.274%	5.75			0.00
9	9)CHITRANI	12H 43m 27s	829	99.360%	5.90			0.11
10	10)D2	04H 12m 13s	250	99.802%	1.43			0.03
11	11)HINDURAO	02H 23m 15s	24	99.981%	0.00			0.00
12	12)GRI	02H 52m 11s	177	99.853%	0.97			0.02
13	13)JALODA MAJRA	02H 52m 40s	352	99.728%	2.22			0.04
14	14)KAILASH NAGAR	02H 35m 58s	182	99.853%	0.87			0.00
15	15)KATBARIA	02H 10m 33s	421	99.947%	2.68			0.05
16	16)KATBARIA	02H 32m 54s	212	99.625%	1.34			0.03
17	17)KATBARIA	02H 11m 23s	7	99.991%	0.00			0.00
18	18)KONGU	21H 28m 08s	1289	99.006%	9.44			0.17
19	19)LODH ROAD	01H 12m 10s	74	99.944%	0.26			0.00
20	20)MANDOLI	02H 26m 51s	167	99.878%	0.71			0.01
21	21)MELTHAPUR	02H 02m 13s	122	99.904%	0.44			0.00
22	22)MUNDUPUR	14H 55m 57s	894	98.710%	6.40			0.12
23	23)NETAJI NAGAR	01H 28m 04s	86	99.871%	0.19			0.00
24	24)NHE	04H 13m 20s	250	99.805%	1.44			0.00
25	25)QASWA VILLAGE	02H 14m 25s	136	99.898%	0.94			0.01
26	26)PAHAR GANJ	02H 08m 55s	149	99.573%	2.14			0.00
27	27)POOTH KALAN	02H 33m 25s	34	99.874%	0.00			0.00
28	28)POOTH KHURD	02H 28m 18s	9	99.989%	0.00			0.00
29	29)RAJ NAGAR	01H 58m 53s	88	99.948%	0.02			0.00
30	30)RAJOKARI FARM	01H 41m 38s	102	99.927%	0.29			0.01
31	31)RAJA VIHAR	02H 14m 50s	11	99.988%	0.00			0.00
32	32)RANBAGH	02H 13m 56s	14	99.983%	0.00			0.00
33	33)RANBAGH	02H 05m 44s	5	99.997%	0.00			0.00
34	34)SANGAM VIHAR	01H 12m 10s	72	99.944%	0.00			0.00
35	35)SAROT	02H 01m 51s	2342	98.183%		20		0.36
36	36)SUGRE TOWER	02H 26m 57s	125	99.823%	2.47			0.01
37	37)SUNSHINE TOWER	02H 43m 27s	409	99.678%	3.12			0.06
38	38)SUNSHINE STADIUM	14H 12m 00s	852	98.343%	6.07			0.11
39	39)SUNSHINE STADIUM	02H 01m 27s	422	99.674%	2.78			0.05
40	40)SUNSHINE NAGAR	02H 27m 47s	28	99.974%	0.00			0.00
41	41)TAJPUR KHURD	1058H 18m 39s	63489	95.004%			40	0.72
42	42)VASANT CONTINENTAL	02H 35m 02s	157	99.879%	0.71			0.01
43	43)VASANT TOWER	02H 35m 58s	6	99.995%	0.00			0.00
44	44)VIRAT MARG	02H 21m 11s	22	99.944%	0.00			0.00
45	45)VISHWAKSE	02H 12m 54s	4	99.997%	0.00			0.00
46	46)VISHWAS NAGAR	02H 10m 09s	865	99.343%	2.87			0.01
47	47)WAGH	01H 48m 59s	107	99.917%	0.33			0.01
TOTAL PENALTY:								1.06

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Calculations for Discretionary Penalties

12th Quarter

- i) 12th Qtr. : On account of non-compliance of TETRA Coverage requirements (Delhi Police letter 08.04.15); HCL visited and checked those points; problems at 129 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	80
Total no. of points (Indoor) where coverage problems - no coverage/ much less than specified on-road coverage accompanied by significant voice cutting were found	49

- ii) Other Points / locations as per Joint Survey report for DP Letter dated 20.01.2015; HCL visited and checked those points; problems at 80 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	15
Total no. of points (Indoor) where coverage problems - no coverage/ much less than specified on-road coverage accompanied by significant voice cutting were found	45
Total Outdoor locations / points (DP letter 08.04.15 and 20.01.15)	115
Total Indoor locations / points (DP letter 08.04.15 and 20.01.15)	94
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 115 (Outdoor) points	73.12 sq.km
Based on the problems reported, area with an average radius of 50 Meter is taken as affected at Indoor points.	7650.00 sq.m
3.14 50	
Total Area affected for 94 (Indoor) points	0.74 sq.km
Total Area affected for 79 (Outdoor) points and 21 Indoor points	73.9 sq.km
Total Area of the NCT of Delhi	1500 sq.km
% of Area affected	4.924%
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% 4.924%	1.97%
Penalty already levied in 11th Qtr Report for DP Letter dated 20.01.2015	1.34%
Net Penalty levied for 12th Quarter for non-compliance of TETRA Coverage requirements	0.63%



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	There is no Secured Communication Network (TETRA) available in the underground DMRC Metro tunnels;	<p>Clause No. 17, Section-6, of RFP: "..... 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>

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		<p>by DMRC."</p> <p>Clause No. 2.2.1: Radio System Coverage, Chapter 7.2 (TS) of RFP</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>Clause No. 2.2.1: Radio System Coverage, Chapter 7.2 (TS) of RFP</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>Clause No. 3.4.1.1 : Radio Signal Strength, Chapter 7.2 (TS) of RFP</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 viz. Delhi Police Training Centre etc.	<p>Clause No. 2.2.1: Radio System Coverage, Chapter 7.2 (TS) of RFP:</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>Clause No. 3.4.1.2 & 3.4.1.3 : Radio Signal Strength, Chapter 7.2 of RFP:</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 & 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>Clause No. 47.1, Article-47: Replacement of Parts and Components Section-2 of RFP</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>

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DFA 269/K 46

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

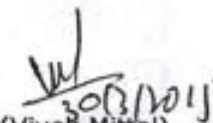
No. F. 7(11)/2008/IT/2688-27

Dated: 30-3-15

CIRCULAR

Sub: Rental payment to M/s HCL Infosystems Ltd. for TETRA wireless sets for 12th quarter of legacy period (i.e. Dec'2014 to Feb'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. You are requested to process the bills submitted by M/s HCL Infosystems Ltd. in respect of 12th Quarter (i.e. Dec'2014 to Feb'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)

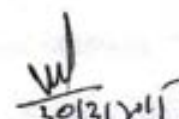
TO:

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.
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. 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)