

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/ 5237-49

Dated: 13-8-15

CIRCULAR

Sub: Rental payment to M/s HCL Infosystems Ltd. for TETRA wireless sets for 13th quarter of legacy period (i.e. March'2015 to May'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 13th Quarter (i.e. March'2015 to May'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.

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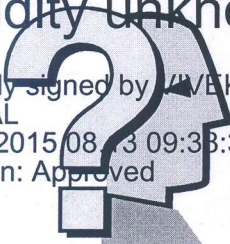
1. PA to Secretary (IT), 9th Level, 'B' Wing, Delhi Secretariat, New Delhi.



(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.13016/21/2015-Development/ 8046-58 Dated: 9-12-15

CIRCULAR

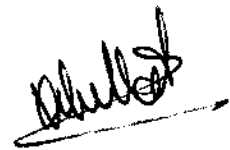
Sub: Balanced rental payment to M/s HCL Infosystems Ltd. for TETRA wireless sets for 13th quarter of legacy period (i.e. March'2015 to May' 2015).

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/5237-49 dated 13th August'2015 wherein it was advised to release 80% of the rental tentatively for the 13th quarter of legacy period (i.e. March'2015 to May'2015).
4. After, the final reconciliation/recommendation on SLA report submitted by TCIL, all user departments are requested to release additional 3.24% of quarterly rental amount for 13th quarter of legacy period (i.e March'2015 to may'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 83.24% may be released) for 13th quarter of legacy period (i.e March'2015 to may'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)

End: As above

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:

1. Network Availability

Base Station (BS) Faults: On account of non-compliance of Network availability (BS) requirements a penalty of 3.68 % is levied on total quarterly rental (**Annexure-II**)

2. Mean Time to Repair Radio (MTTR)

On account of non-compliance of MTTR requirements, a penalty of 0.02% is levied on total quarterly rental.

3. Deficient Network availability at 127 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 1.06% 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.



Annexure-II

Sl.No.	Site Name	Total Minutes in the Quarter =	132480		Overall Uptime %	% of Parity As per Requirement (99.99%)	% of Parity As per Requirement (99.99%)	% of Parity As per Requirement (99.99%)
		Total Downtime (Hr:Min:Sec)	Total Downtime (Min)					
								0.00
1	AMBEDKAR NAGAR	00H:23m:15s	23		99.983%	0.00		0.01
2	ANTRIKSH BHAWAN	02H:19m:05s	139		99.895%	0.55		0.01
3	ARJUN PARK	02H:38m:19s	158		99.881%	0.69		0.03
4	ARVIND ENCLAVE	04H:43m:38s	264		99.786%	1.64		0.05
5	BAKHTAWAR PUR	07H:01m:20s	421		99.682%	2.68		0.00
6	BUDDHPUR	00H:14m:42s	15		99.989%	0.00		0.00
7	CONCORD	01H:20m:20s	80		99.940%	0.10		0.01
8	DELHI CANTT	02H:37m:24s	157		99.881%	0.69		0.03
9	DHAULA KUAN	04H:53m:51s	294		99.778%	1.72		0.05
10	GHEWRA	07H:02m:38s	423		99.681%	2.69		0.13
11	GHITORNI	16H:34m:22s	994		99.250%	7.00		0.01
12	GK2	02H:09m:26s	129		99.903%	0.47		0.06
13	GREEN PARK	08H:44m:14s	524		99.604%	3.46		0.06
14	HINOURAO	08H:41m:01s	521		99.607%	3.43		0.06
15	IG	03H:50m:07s	230		99.826%	1.24		0.02
16	JARODA MAJRA	22H:04m:56s	1325		99.000%	9.50		0.17
17	KAILASH NAGAR	20H:44m:46s	1245		99.060%	8.90		0.16
18	KATRABA0YAN	19H:13m:16s	1153		99.130%	8.20		0.15
19	KHAJURI KHAS	21H:24m:37s	1285		99.030%	9.20		0.17
20	KHOR PUNJAB	11H:50m:01s	710		99.464%	4.86		0.09
21	KISHAN GARH	10H:17m:32s	618		99.534%	4.16		0.08
22	KONDLI	00H:03m:17s	3		99.998%	0.00		0.00
23	LDDHI ROAD	12H:27m:16s	747		99.436%	5.14		0.09
24	MAHIPALPUR	10H:53m:52s	654		99.506%	4.44		0.08
25	MANDOLI	09H:16m:31s	557		99.580%	3.70		0.07
26	MEETHAPUR	05H:36m:16s	336		99.746%	2.04		0.04
27	MUKUNDPUR	04H:10m:49s	251		99.811%	1.39		0.03
28	NARAINA	00H:42m:15s	42		99.968%	0.00		0.00
29	NETAJI NAGAR	07H:27m:07s	447		99.663%	2.87		0.05
30	NH-8	08H:21m:03s	501		99.622%	3.28		0.06
31	OJHWA VILLAGE	12H:37m:52s	758		99.428%	5.22		0.09
32	PAHAR GANJ	08H:18m:22s	498		99.624%	3.26		0.06
33	PDOTH KALAN	04H:28m:15s	268		99.798%	1.52		0.03
34	POOTH KHURD	06H:52m:27s	413		99.688%	2.62		0.05
35	RAJ NAGAR	01H:07m:05s	67		99.949%	0.01		0.00
36	RAJOKARI FARM	02H:28m:11s	148		99.886%	0.62		0.01
37	RAJORI GARDEN	01H:12m:12s	72		99.946%	0.04		0.00
38	RAMA VIHAR	00H:02m:26s	2		99.998%	0.00		0.00
39	RANIBAGH	01H:25m:05s	85		99.936%	0.14		0.00
40	RISHAB PARK	03H:01m:33s	182		99.663%	0.87		0.02
41	SANGAM VIHAR	05H:16m:10s	316		99.761%	1.89		0.03
42	SCOPE TOWER	06H:07m:03s	367		99.699%	2.27		0.04
43	SHIVAJI STADIUM	11H:52m:00s	712		99.723%	4.87		0.09
44	SUNHERI BAGH	13H:48m:07s	828		99.463%	5.75		0.10
45	SWATANTRA NAGAR	10H:01m:12s	601		99.546%	4.04		0.07
46	TAJPUR KHURD	11H:04m:46s	665		99.498%	4.52		0.08
47	VASANT CONTINENTAL	04H:24m:33s	264		99.801%	1.49		0.03
48	VISHWADEEP	21H:19m:34s	1280		99.034%	9.16		0.17
49	VISHWAS NAGAR	00H:53m:38s	54		99.959%	0.00		0.00
50	WAZIRPUR							0.08



16/a

Calculations for Discretionary Penalties

13th Quarter

- i) 13th Qtr. : On account of non-compliance of TETRA Coverage requirements (Deihi Police letter 17.08.15); HCL visited and checked those points ; problems at 127 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	103	
Total no. of points (Indoor) where coverage problems - no coverage/ much less than specified on-road coverage accompanied by significant voice cutting were found	24	
Based on the problems reported; area with an average radius of 450 Meter is taken as affected at Outdoor points.	384650.00 sq.m	
3.14 350		
Total Area affected for 103 (Outdoor) points	39.62 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 24 (Indoor) points	0.19 sq.km	
Total Area affected for 79 (Outdoor) points and 21 Indoors points	39.8 sq.km	
Total Area of the NCT of Delhi	1500 sq.km	
% of Area affected	2.654%	
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% 2.654%		1.06%

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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;	<p>Clause No. 17, Section-6, of RFP:</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>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,	<p>Clause No. 2.2.1: Radio System Coverage, Chapter 7.2 (TS) of RFP</p>



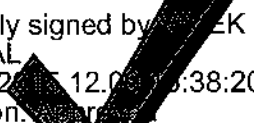
	<p>where TETRA Network Coverage has not reached the optimum levels.</p>	<p>“The Radio System shall provide coverage throughout the area of National Capital Territory (NCT) of Delhi including its borders, and the new metro rail tunnels which are under construction.”</p> <p>Clause No. 3.4.1.1 : Radio Signal 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	<p>Non-availability of Network in certain buildings of the users departments viz. Delhi Police Training Centre etc.</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> <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)</p>



		of other buildings in NCT of Delhi.”
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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