CIRCULAR

Sub: Rental Payment to M/s HCL Infosystems Limited for Tetra Wireless Sets for the 7th Quarter (Sep-2013 to Nov-2013) and 8th Quarter (Dec 2013 to Feb 2014) of Legacy Period.

1. This is in continuation of the Circular issued by Department of IT, GNCTD vide no. F.7(11)/2008/IT/2079 dated 13th March 2014 wherein it was advised to release 50% of the rental for 7th quarter (Sep-2013 to Nov-2013) and for 8th quarter (Dec 2013 to Feb 2014) of legacy period to M/s. HCL Infosystems Ltd. The learned Arbitrator, vide Procedural Order No.6 dated 12th March 2014 directed inter-alia that balance amount due shall be released by 30th April 2014.

2. Gaps were noticed in respect of deficiencies/performance as per RFP and MSA signed between Department of IT, GNCTD and M/s. HCL Infosystems Ltd. (Annexure-'A'). The exact penalty/amount to be withheld will be circulated after resolving the pending issues with M/s. HCL Infosystems Ltd.

3. In the meanwhile, the Competent Authority has decided that an additional 30% of quarterly rental for the 7th quarter (Sep-2013 to Nov-2013) and 8th quarter (Dec 2013 to Feb 2014) may be released in addition to the 50% of rental as advised earlier.

4. The due rental payment, if any, from the balance 20% withheld amount shall be considered for release after the resolution of performance issues with M/s. HCL Infosystems Ltd. / M/s. TCIL.

5. It is requested to process the bills submitted by M/s. HCL Infosystems Ltd. and make the additional 30% (as provisional payment) of the quarterly rental of Tetra sets for the 7th Quarter (Sep-2013 to Nov-2013) and 8th Quarter (Dec 2013 to Feb 2014) each of legacy period under intimation to Department of Information Technology, GNCTD.

This issues with the prior approval of competent authority.

(Dy. Secretary (IT))

(Vivek Mittal)
To

1. Commissioner of Police, Delhi, Delhi Police HQ, New Delhi
2. Pr. Secretary (Finance), 4th Level, ‘A’ Wing, Delhi Secret., New Delhi
3. Pr. Secretary Revenue-cum-Divisional Commissioner, 5, Shamnath Marg, Delhi-110054.
4. Secretary (UD), 9th Level, ‘C’ Wing, Delhi Secretariat, New Delhi
5. Secretary (H& FW), 9th Level, ‘A’ Wing, Delhi Secretariat, New Delhi.
7. Commissioner, North Delhi Municipal Corporation, 4th floor, Dr. SPM Civic Centre, JLN Marg, New Delhi-110 002.
8. Commissioner, South Delhi Municipal Corporation, 9th floor, Dr. SPM Civic Centre, JLN Marg, New Delhi-110 002.
9. The Director General, Directorate of Home Guard & Civil Defence, Nishkam Sewa Bhawan, CTE Complex, Raja Garden, New Delhi-110027.
10. CMD (DTC), DTC Hqrs, IP Estate, New Delhi.
11. The JSO, Directorate of Civil Defence, Nishkam Sewa Bhawan, CTE Complex, Raja Garden, New Delhi-110027.
13. Sh. JV Ramamurthy, President and Chief Operating Officer, M/s. HCL Infosystems Ltd.

Copy for information to:

1. PA to Secretary (IT), 9th Level, ‘B’ Wing, Delhi Secretariat, New Delhi.
<table>
<thead>
<tr>
<th>S.No.</th>
<th>Important Issues</th>
<th>Relevant Clauses of the RFP / MSA</th>
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<tr>
<td>1</td>
<td>There is no Network in the DMRC Metro tunnels;</td>
<td><strong>Clause No. 17, Section-6, of RFP (Relevant text in Italics):</strong> &quot;...... 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. 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. ....&quot;**</td>
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| 2    | There are still certain pockets, as notified by the Delhi Police, where TETRA Network Coverage has not reached the prescribed levels. | **Clause No. 2.2.1: Radio System Coverage, Chapter 7.2 (TS) of RFP (Relevant text in Italics)**  
"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. The NCT map is enclosed at Annexure 8.5."  
**Radio Signal Strength shall be in accordance with clause No. 3.4.1 (Chapter 7.2) of RFP** |
Delhi Police had vide Letter No. 1571/T(W)/DCP/Comm. Dated 3rd March 2014 sent a Tetra survey report for the period for the period from 1st Sep 2013 to 30th Nov 2013, wherein the signal strength of various locations with signal strength below the prescribed norms was mentioned. A copy of the same was endorsed to M/s. HCL Infosystems Ltd. and M/s. TCIL.

Further, Delhi Police had vide Letter No. 1996-97/T(W)/DCP/Comm. Dated 19th March 2014 sent a Tetra survey report for the period for the period from 1st Dec 2013 to 28th Feb 2014, wherein the signal strength of various locations with signal strength below the prescribed norms was mentioned. A copy of the same was endorsed to M/s. HCL Infosystems Ltd. and M/s. TCIL.

M/s. HCL Infosystems Ltd. is yet to give confirmation of having rectified the same, nor has M/s. HCL rectified deficiencies pointed out by Delhi Police from time to time.


3 The complete SLA Network Availability Software has not been provided till date;

Clause No. 11.1.1 : Service Level Agreement (SLA), Article-11, Section-3 of RFP (Relevant text in Italics):

"The Uptime/Downtime calculations would be automated. The required software to calculate the Uptime/Downtime statistics shall be placed in operation by the Contractor, after approval by the Employer."

Clause No. 1.1 , Annexure-5, Service Level Agreement of MSA

"The Uptime/Downtime calculations would be automated. The required software to calculate the Uptime/Downtime statistics shall be placed in operation by the Contractor, after approval by the Employer."
However, the punch point mentioned in Acceptance Test Report (Testing done on 23.08.2013) for the abovementioned software (report signed by M/s. HCL Infosystems Ltd. and M/s. TCIL) have still not been cleared. On the request of M/s. HCL, the time frame for uptime and downtime calculation software was extended for 3 months. The same was communicated to M/s. HCL Infosystems Ltd. vide Letter No. F.7(11)/2008/IT/5948-49 dated 17th Sep 2013.

However, the process of manual uploading of UEM event logs on the software application (in order to avoid data corruption) is yet to be automated.

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<th>Non-availability of Network in certain buildings of the users departments viz. Delhi Police Training Centre etc.</th>
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**Clause No. 2.2.1: Radio System Coverage, Chapter 7.2 (TS) of RFP (Relevant text in Italics)**

"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. The NCT map is enclosed at Annexure 8.5."

**Radio Signal Strength shall be in accordance with clause No. 3.4.1 (Chapter 7.2) of RFP**

**Clause No. 52.2 & 52.3, Article – 52: Product Support, Section-2 of RFP (Relevant text in Italics)**

"The Bidder shall provide new software version releases and documentation, if any, within 30 days of their availability in India, and not later than 3 months after they are released in the country of origin of the product, and technical support services if so specified in SCC. In no case this will affect the prices and service charges.

The Bidder shall implement software updates and new version releases, if any, within 3 months of receipt of a production ready copy thereof, provided that the new release does not adversely affect Systems operation of performance, or require extensive reworking of the Systems. In cases where the new version release adversely affects the performance of the Systems, the period for implementation of the new version shall be suitably extended and the Bidder shall continue to support and maintain the version currently in production for as long as necessary to properly implement the new version. In no case shall the Bidder cease to support or maintain a version of software less than 24 months from the date the GNCTD receives a production ready copy of a
| 6 | Repair of TETRA radio sets under the Comprehensive Insurance: |

**subsequent version.**

M/s. HCL Infosystems Ltd. is yet to provide required certification.

**Clause No. 47.1, Article-47: Replacement of Parts and Components Section-2 of RFP**

*Relevant text in Italics*

"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...."

Delhi Police had written to M/s. HCL Infosystems Ltd. vide letter no. 3019/T(W)/DCP/Comm. Dated 9th Apr 2014 for the replacement of 145 defective Tetra Handheld sets.

Earlier, Delhi Police had written to M/s. HCL Infosystems Ltd. vide letter no. 7208/T(W)/DCP/Comm. Dated 29th Oct 2013 to repair 137 sets. The same has not been resolved by M/s. HCL Infosystems Ltd.

Further, Delhi Police had earlier informed to M/s. HCL Infosystems Ltd. vide letter no. 5284/T(W)/DCP/Comm. dated 12th Aug 2013 regarding defective accessories.