

**GOVERNMENT OF NCT OF DELHI
DEPARTMENT OF INFORMATION TECHNOLOGY
9TH LEVEL, B-WING, DELHI SECRETARIAT, IP ESTATE,
NEW DELHI – 110 002**

No.F.7 (11)/2008/IT/ 6283-6295

Dated: 15th Oct 2013

CIRCULAR

Sub: Rental Payment to M/s HCL Infosystems Limited for Tetra Wireless Sets for the 3rd Quarter of Legacy Period (Sep 2012 to Nov 2012).

1. This has reference to the 3rd Quarter (Sep 2012 to Nov 2012) SLA Report submitted by M/s HCL Infosystems Limited vide letter dated 20th May 2013 and subsequent recommendation of M/s TCIL (Project Management Consultant to GNCTD) on the 3rd Quarter SLA Report submitted on 8th August 2013. Department of IT, GNCTD vide circular No. F.7(11)/2008/IT/494-505 Dated 28th Jan 2013, had requested the user departments to make rental payment after withholding 20% of rental payment from the bills submitted by M/s. HCL Infosystems Ltd. for the rental payment of Tetra sets.
2. **Penalties / Withholding:-** The recommendation of M/S TCIL has been examined by the Competent Authority. Based on the recommendation of the TCIL and Master Service Agreement, the user departments are hereby requested to pay the balance of rental amount directly to M/s HCL Infosystems Ltd. in accordance with MSA, after **deducting** the following, subject to the final outcome of SRS.

A. Network Availability

Individual Base Station data has been provided by M/s HCL Infosystems Limited. The Uptime / Downtime data of individual base station has been considered and **deduction of 1.18 %** is levied as per Clause No. 1.2 of Annexure-5: SLA of MSA. Brief note regarding network availability is enclosed in **Annexure I**.

B. Mean Time to Repair Radio (MTTR)

User Departments / Agencies are requested to **deduct 0.34 %** of the invoice value raised. This is in accordance with Clause No. 3.c of Annexure-5: SLA of MSA which reads as under

"The contractor shall further ensure the following:-

.....The faulty radio units should be repaired / replaced within a period of 10 minutes during the period the Games are on and 4 hours (including travel time) during other periods."

3. Departments are requested to release balance payment in accordance with Schedule V of MSA after dully verifying the bills submitted by M/s. HCL Infosystems Ltd.



(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. 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 summarized in per **Annexure-II**.

Copy for information to :

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

Annexure-I

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 services 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 in 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 Down time (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.