

**Office of the State Project Director, Sarva Shiksha Abhiyan
Nrupathunga Road, Bangalore**

No SSA/CALC -po/2007-08

25.03.2008

M/S HCL Infosystems Ltd
144, Shubharam Complex
3rd floor, MG Road
Bangalore-560001

Gentlemen,

Sub: Supply of servers, thin clients and UPS to Schools under CALC.
Ref: 1. This office notification no SSA/CALC/2007-08 dated 25.01.2008
2. Your bid proposal dtd 06.02.2008 and letter of acceptance dated
04.3.2008.

This office had issued a notification under reference 1, inviting bids for the supply of servers, thin clients, UPS systems along with operating system and facility management for three years including electrification for the installation of the same. The bid submitted by your firm in response to the said notification has been accepted by this office.

You are hereby requested to take up electrification in the concerned schools, supply, install and commission the required numbers of servers, thin clients and UPS systems to schools as per the list enclosed to this letter.

- The technical specifications of the computer hardware is given below-

Servers

Processor	Intel Xeon 3040
Cache	2x1 MBLevel 2 cache / 2x512 L2 cache for AMD processor
Chipset	Server class
Memory Type	Advanced ECC
Network Card	Gigabit NIC (embedded) 10/100/1000 WOL (Wake on LAN)

Received
[Signature] 25/3/08
[Signature]

Memory	PC 2-5300 unbuffered DDR2(667)MHZ, 2x1GB Memory expandable to 8 GB
Expansion Slots	2 PCI Express & 2xPCI
Storage Controller	Integrated 4 port SATA controller with embedded RAID
CD-ROM	DVD ROM Drive
Hard Disk Drives	160GB SATA 7200 rpm Drive
Maximum Internal Storage	SATA 1TB (Non hot plug)
USB	4 total (2 rear, 2 front panel,)
Interfaces	1 serial, PS2MOUSE 1, Graphics 1, keyboard PS2 1, RJ 45 1,
Graphics	Integrated 2MB video controller
Form Factor	ATX Tower
Industry Standard	ACPI Compliant - latest version
Compliance	PCI Compliant - latest version
	PXE Support
	WOL Support
Security	Power-on password - User password/ administrator password
	Setup password
Power Management	Screen blanking, hard disk and system idle mode in power on, set up pass word, power supply surge protected.
Power Supply	< 350 Watts
OS Support	Microsoft Windows Server 2005: Standard & Enterprise Edition (32 and 64 bit) or higher version
	Microsoft Windows Small Business Server 2003 or higher version
	Microsoft Windows 2003 Server, Web Edition or higher version
	Novell NetWare 6.5 SBS (only after SP5 release) or higher version
	RedHat Enterprise Linux 4 (x86) or higher version
	RedHat Enterprise Linux 4 (AMD64/EM64T)
	SUSE Linux Enterprise Server 9 (x86) or higher version
SUSE Linux Enterprise Server 9 (AMD64/EM64T) or higher version	
Monitor	15" TFT; 1024x 768 with TCO'99 or TCO' 03 Certification.
Keyboard - Mechanical	107 Keys, or 104 keys with all the features of 107 keys mechanical keyboard.

Mouse	Optical scroll mouse with pad.
Speaker	External 300 watts or better

Thin clients

S/no	Specification	Remarks
1	Flash Memory	Self powered 512 MB Flash Memory
2	Main Memory	512 MB Memory
3	Secondary stage	Option to have internal storage
4	Processor	X86 processor FAN Less 1 GHz or above
5	Support	Should support Windows 2000/2003/2005 servers, Unix and Linux servers (Both text & GUI support)
6	Peripherals	107 Keys, or 104 keys with all the features of 107 keys mechanical keyboard. Monitor 15" TFT; 1024x 768 with TCO'99 or TCO' 03 Certification. PS/2 Optical mouse
7	Network Interface	10/100 Mbps Ethernet (auto Sensing) NIC, RJ45 connector. Should have provision for Wireless connector (optional)
8	Ports / Slots	1 Serial Port, 1 Parallel port, 2 PS/2, 4 USB Ports version 2.0, 1/8" Stereo audio out put + 8bit mini mike input, VGA type video output on DB-15 type with Internal Speaker- 300 watts
9	Bootling support	Locally from flash ROM with Linux embedded, Client should support multimedia.
10	Emulation Protocol Support	ICA for Citrix – Support to connect to multiple Citrix servers simultaneously X11R6 for Unix + Linux - Support to connect to multiple Linux and Unix servers simultaneously with Local Audio O/P, Printer mapping support Tarantella native client/X11R6 Protocol/XDM for Unix +Linux
11	OS Support	Unix + Derivatives, Linux, Citrix Meta Frame
12	Networking Protocols	TCP/IP with DNS and DHCP, Wake on LAN. DHCP/FTP support for automatic upgrades and unit configuration, PPP, RSH, VNC , Viewer support
13	Power Supply	50 Watts or less External Power Supply, No moving parts in the Thin client

14	Browser	Fire fox(1.5 or above) Mozilla Acrobat Reader, Flash Player, JRE 1.4.2 above support for open office.
15	Thin Client Management	Client Management software with 3 year warranty
16	Speaker	300 watts / external optional

UPS Specifications

Description	Specification
	1 KVA online UPS, 24 volts
Input voltage range with battery	90V-280V
Input voltage range with out battery	100V-280V
Output voltage	230+/- 10%
Input power factor	>0.9
Out put power factor	0.8 lag to unity
EMI,RFI	Protected
Charging current in amps	8%-10% of Ah amps
Back up	4 hrs
Input frequency	50 Hz +/-5%
Efficiency	90% or higher
Overall efficiency	85%
Crest factor	3:5:1
Regulation	+/- 1%
Wave form	Pure sinewave
Protection & Filtering	Overload and short circuit protection, Spike/surge protection, input fault, cold start, low battery, battery over charge, inverter over temperature, out put short circuit.
Overload	Fully automatic, 150% for 1 minute, 125% for 10 minutes.
Battery	Tubular batteries 4800VAh, Reputed brands with ISO certification

Recharge Time	6-8 hrs (to 90% of full capacity)
Alarm	On battery, low battery, UPS overload
Load test	At 100% load on Resistive load
THD	<3% for Linear, >5% for non linear load

Preloaded software


Microsoft server standard 2003 edition for servers with client access licenses and with office suit for Thin clients, as quoted in your proposal.

- The equipment shall be supplied in unit of sets, each set containing
 1. Server 1 no with all accessories.
 2. Thin clients 4 nos with all accessories
 3. UPS 1.0 KVA 1 no with all accessories
 4. Networking component
 - You are required to supply, install and commission the equipments in sets as mentioned above and confirming to the specifications mentioned herein above. Only licensed version of the software should be supplied for each of the servers and thin clients.
 - You will ensure that the equipments supplied are brand new, unused and of latest version available in the market and contains no refurbished, recycled and used components. The equipment should be of the same capability as that of quoted equipment.
 - The equipment supplied should be of the same brand as that quoted in your bid ie server of HCL INFINITI GL 1700 AH, thin client of HCL WINBEE 4000BVX and UPS of PowerOne UHF 102 P 03 brands.

- The quantity of equipment to be supplied under this order shall be 315 (Three hundred and fifteen) equipment sets, each set containing 1 server, 4 thin clients, 1 UPS along with monitors, keyboards, mouse, recovery CDs and all other related networking equipments.
- The total price of the above mentioned equipments shall be Rs.5,32,64,295.00 (Rs. Five crores thirtytwo lakh sixtyfour thousand two hundred ninetyfive only). This price is inclusive of all taxes, duties, levies, packing, forwarding, freight, handling, networking charges and facility management costs for three years from the date of completion of the supply, installation and commissioning of the last of the equipment sets.
- The item wise breakup of the price is
 - i. Servers Rs.29757.00
 - ii. Thin clients Rs.14991.00
 - iii. UPS Rs.62947.00
 - iv. Networking charges Rs.2785.00
 - v. Software charges Rs.6979.00
 - vi. Electrification charges Rs.6661.00
- The total value of this order shall remain firm for the contract period, and shall be valid for delivery, installation and commissioning of the equipments on FOR basis to the designated delivery points. Sarva Shiksha Abhiyan Samithi shall not pay any increase in duties, taxes and surcharges and other charges on account of any revision, enactment during the contract period. All payments shall be subjected to tax deduction at source as applicable at the prevailing rates. The decision of Sarva Shiksha Abhiyan Samithi shall be binding and no disputes in this regard will be entertained.

contained in the RFP document and subsequent addendum issued in this regard.

- The delivery, installation and commissioning of the equipment shall be completed within 60 days from the date of this order unless otherwise extended for any reason. Since the schools remain closed for summer vacation from 10.4.2008 till 01.06.2008 this period would not be considered for the delivery and installation schedule.
- The delivery challans for having supplied the computer hardware and UPS systems, and installation reports with due certificate from the head of the concerned institution should be submitted to this office for processing the payment only after the last of the set is supplied, installed and commissioned at the destined site.
- 76% of the total project cost would be paid after supply, installation and commissioning of the servers, thin clients and UPS systems along with all accessories and software. Remaining 24% of the project cost will be paid in installments as specified in the RFP document.



(Vandita Sharma)

State Project Director
Sarva Shiksha Abhiyan

- All statutory obligations/liabilities like salary, ESI, PF as per Labour Laws for manpower employed by you for this scheme, shall be under your responsibilities.
- You are compulsorily required to quote Central Sales tax/ Local Sales Tax registration number and Income tax PAN number in all bills/invoices, delivery notes and other commercial documents raised under this order.
- Sarva Shiksha Abhiyan Samithi, Karnataka reserves the right of inspection for technical conformity and quality of the equipments quoted, the manufacturing process, warranty services, facilities, by sampling or in full and in factory or at point of delivery at times and in the manner it deems fit and necessary. You shall comply with the instructions specified by Sarva Shiksha Abhiyan Samithi, Karnataka in respect of all tests specified by it. If so instructed you shall have to organise the inspection of your production facility/factory by officials or experts authorised by Sarva Shiksha Abhiyan Samithi, Karnataka.
- The equipments being supplied by you under this order must be stocked in your ware house for pre-delivery inspection and thereafter on quality clearance must be delivered at the destinations.
- Final inspection and acceptance of equipments /goods shall be conducted by Sarva Shiksha Abhiyan Samithi and you shall be required to replace the goods found to be defective within 7 days failing which liquidated damages shall be charged on you.
- The warranty of the equipments supplied , facility management, Licenses, patents & indemnification, Liquidated damages, resolution of disputes shall all be governed by the provisions

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Government of Karnataka
Registration & Stamps Department



MPL/B100/07-08 No. 692086
Issued by
State Bank of Mysore

Certified that a sum of Rs. 100/- (Rupees One Hundred only) has been paid towards Karnataka Stamp duty by

Sr/Smt. HCL Infosystems Ltd

s/d/w/o _____ residing at _____

Br. No. M. G. Road Branch
Date: Bangalore 29 DEC 2007

For STATE BANK OF MYSORE
Authorised Agent to collect stamp duty on
behalf of Government of Karnataka
Bangalore
M. G. Road, Bangalore.1

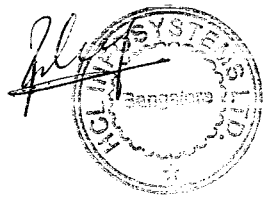
This Agreement entered into on this the 25th day of March, Two Thousand and Eight at Bangalore,

BETWEEN

The State Project Director. Sarva Shikshana Abhiyan Samithi. Government of Karnataka, ("CoK"), having its office at New Public Offices, Nrupathunga Road, Bangalore- 560001, (hereinafter referred to as "First Party" which expression shall unless repugnant to the context include the successors and assigns), on the one part,

AND

HCL Infosystems Ltd., 3rd Floor, Shubhram Complex, 144 M G Road, Bangalore - 560001 a company incorporated under the provisions of the Companies Act, 1956, hereinafter referred to as "Second Party" having its registered office at 806 Siddharth Building, 96 Nehru Place, New Delhi - 110 019 which expression shall unless repugnant to the context include its successors and permitted assigns, on the other part,



WHEREAS,

A. SSA Samithi, Government of Karnataka (GoK), in order to impart ICT based education in Government Schools, is desirous to implement Computer Assisted Learning project in select Government Higher Primary Schools.

B. The detail of the locations where the project is to be carried out under this Agreement is set out in Schedule 1.


C. SSA Samithi through a competitive bid process invited proposals from interested parties for supply, installation, and maintenance of computers including specified software, UPS and all other associated hardware, provide service during the contract period and carryout other activities incidental thereto.

D. After evaluating the proposals, SSA Samithi, GoK has accepted the proposal submitted by **M/s. HCL Infosystems Ltd.** (in case of PPP Partner is not Consortium) ("Successful Bidder") and issued to such Successful Bidder a Letter of Acceptance No.SSA/CALC/2007-08 dated 04-03-2008 to the PPP Partner, duly acknowledged by the PPP Partner by its letter No. **HCL INSYS/BLR/SSA/13032008** dated **March 13, 2008**.

E. The Parties hereto are required to enter into an Agreement, being these presents, to record the terms, conditions and covenants set forth hereunder.

F. Implementation of the Project

F.1 The Second Party should as soon as this agreement is signed begin the process for implementation of the project by procuring, testing and preparing for delivery and installation-at-destination sites the project equipments. The second party further agrees




to get a 100 percent testing of the entire project equipment from a third party agency of repute selected in consultation and approval of the First Party.

F.2 As and when the project equipments are ready for shipment the Second Party should notify the first party in writing the location of the project equipment in order for the first party to carry out pre-shipment quality check of the equipment. Such notification should be made not later than one month from the date of signing of this agreement. Such pre shipment quality check would be in addition to the third party quality inspection to be conducted by the Second Party.

G. As and when the First Party completes the pre-shipment quality check the Second Party should take action to transport the project equipment to the project destinations, install the same, test and make the systems functional for use of CAL in schools. For accomplishing this, the second party should configure the entire hardware systems, including multi-media equipments and install, and where necessary reinstall, all the software including operating systems.

H. The Second Party should complete the entire process of implementation of the project as soon as possible and in any case not later than 60 days from the date of signing of this contract (since the schools are closed from April 10th, 2008 to May 31st, 2008, the delivery schedule will start from the date of signing this contract till April 10th & further continue from June 1st, 2008 till the end of 60 days). The Second Party is, however, permitted to deduct the time taken by the First Party to conduct the pre-delivery inspection (quality check) of the project equipment, however, project completion must be done within 30 days of such quality inspection by the First Party.

I The second party shall warrant the computer hardware including all components and the software supplied are as per the specifications laid down in the Technical specifications in the RFP document, are new, genuine, unused and they incorporate all

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recent improvements in design and material unless provided otherwise in the contract. The second party further warrants that all the computer hardware and software supplied under this contract are free from any defects arising out of design, material or workmanship, or from any act or omission of the second party that may develop in the normal process of supply of the contracted items.

J. Performance of Service

J.1 The Second Party shall ensure that all the computer systems (including operating system and other software) and UPS are up and running during all working hours and days of the schools, subject to availability of power from the Electricity Supply Company (ESCOM). If power from the ESCOM is not available during the working hours, then the UPS must provide the specified duration of battery back up.

J.2 No computer system must be down (except for the reason of non availability of power from the ESCOM and after the specified duration of power backup from the UPS is accounted for) for more than three full days (72 hours). The down time is calculated from the time a complaint about non functioning or defectiveness of any of the equipment or software is reported to the authorized agent of the Second Party.

J.3 The Second Party shall repair or rectify the problem reported and make the computer system fully functional as soon as it receives the complaint and in any case not later than 72 hours. If for some reason the Second Party is unable to set the defective equipment, or part or the system right then it should temporarily replace the equipment or part or the entire system of same make or equivalent make or brand.

J.4 The Second Party shall have service centers in all the divisional headquarters of Bangalore, Mysore, Belgaum and Gulbarga and each of these service center must be headed by a Senior Service Engineer and must be staffed with at least one Service

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Engineer for every 25 schools. The Senior Service Engineer must be a Computer Science or Electronics and Communication Engineer/Diploma holder with at least 5 years of experience in hardware and software installation and maintenance including networking and must have worked in technologies that are specified in the Technical Specifications of the RFP document. The Service Engineer must have the same qualification as the Senior Service Engineer with three years of relevant experience.

J.5 The Second Party agrees to pay a penalty as per the following matrix in case the uptime of the systems is not maintained:

Sl No	Down time for the month expressed as %	Penalties
1	< = 2%	No penalty
2	>2% and < = 5%	5 % of the monthly amount due to the supplier
3	>5% and < = 10%	10 % of the monthly amount due to the supplier
4	>10%	Forfeiture of Bank Guarantee and termination of the contract

K. The supplier shall agree to provide a computer logging system - a web portal management system, at each of the blocks to monitor the functioning of the computer hardware, UPS and software. Weekly reports need to be submitted to the Purchaser during the project period. The provision should also have to be made for the end users to log in to this portal system and entries made regarding the functioning of the hardware installed in the schools. These reports will be consolidated and considered for calculating the average down time of the systems.

L. The end user personnel i.e. at least one teacher will have to be trained for one full day from each of the schools where the computer hardware is installed.



M. The second party agrees to set up a toll free number to track the complaints and to provide required service immediately on the receipt of the complaint. The First party on its own accord will have its own toll free number to track the complaints about non-functioning of the systems. The second party agrees to accept the monitoring reports from the first party for facility management.

N. The first party and the second party agree that this contract is also governed, in addition to the provisions set out herein, by the General Conditions of Contract set out in the RFP document.

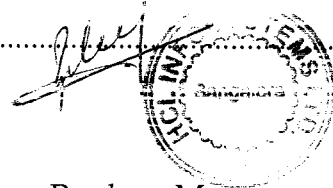
In witness whereof the parties have set their hands here unto on the 25th day of March, 2008 first herein above written

(Signature of the 1st party)



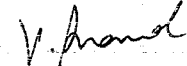
Sarva Shiksha Abhiyan Samithi
Govt. of Karnataka ("GoK")
New Public Offices
Nrupathunga Road
Bangalore - 560001

(Signature of the 2nd party)



Pradeep M
Business Manager
HCL Infosystems Ltd.
144 M G Road
Bangalore - 560001

Witnesses:

1. 

2.