Technical and Commercial Proposal-License & Implementation-

MICROSOFT DYNAMICS NAV

MAHATMA GANDHI UNIVERSITY OF MEDICAL SCIENCES & TECHNOLOGIES

This document is technical and commercial proposal is prepared and submitted by CorporateServe Solutions Pvt. Ltd. to Mahatma Gandhi University of Medical Sciences & Technologies on March 25, 2021 (Ver 2.1)

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CONTENTS

1. COMPANY PRESENTING PROPOSAL 3
   Introduction CorporateServe Solutions Pvt. Ltd. 3
   Selected Customer's 3
2. ABOUT MAHATMA GANDHI UNIVERSITY OF MEDICAL SCIENCES & TECHNOLOGIES 4
   About Mahatma Gandhi University of Medical Sciences & Technologies 4
3. MICROSOFT SOLUTION OVERVIEW (WHY MICROSOFT) 4
4. SCOPE AND DELIVERABLES 5
   4.1 Scope 5
      4.1.1. Business Scope: 5
      4.1.2. Geographical Scope: 6
      4.1.3. Integration Scope: 6
      4.1.4. Detailed Scope of Implementation: 6
   4.2 Deliverables 6
   4.3 Exclusions 7
5. INDIAN LOCALIZATION 7
6. SYSTEM REQUIREMENTS 7
   Annexure 1: 7
7. INTERNATIONAL COMPLIANCES 7
8. IMPLEMENTATION 9
   8.1 Change Management 10
9. PROJECT ORGANISATION AND TIME TABLE 10
   9.1 Project Organization 10
      9.1.1. Role of Customer 10
      9.1.2. Role of CorporateServe 11
      9.1.3. Project Organization 11
   9.2 Project Timelines 11
10. Training 12
11. INVESTMENTS 13
   11.1 Total Cost of Solution 14
   11.2 Notes: 14
   11.3 Payments Terms 14
12. STANDAR PROJECT ASSUMPTIONS 16
13. STANDARD TERMS & CONDITIONS 18

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PROPRIETARY NATURE OF PROPOSAL

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1. COMPANY PRESENTING PROPOSAL

INTRODUCTION CORPORATESERVE SOLUTIONS PVT. LTD.

This Technical & Commercial Proposal document is prepared and submitted by CorporateServe Solutions Private Limited, a company incorporated under the Indian Companies Act, 1956. The company is popularly known as "CorporateServe". CorporateServe founded in 2002 as a business process consulting organisation expanded to ERP implementations and thereafter started focusing on ERP & CRM implementations only since 2003. CorporateServe currently employs 165+ certified consultants focusing only on ERP business. These consultants possess skill sets in Microsoft Dynamics NAV, Dynamics 365, Epicor 10 and SAP S/4 HANA, Dot Net.

CorporateServe is a Gold Certified Partner under Enterprise Resource Planning competency of Microsoft and has won Microsoft's global President's Club award in 2007, 2008, 2009, 2010 & 2013. Its team includes qualified & experienced professionals including Chartered Accountants, Management Graduates, Engineers, etc., having obtained education at reputed institutions like ICAI, ICWAI, NIIT & RECs who bring experience of working in system oriented companies (e.g., Hoechst, Bayer, Aventis, L&T, Lufthansa, JCT, FedEx, etc.) or knowledge from big consulting companies (e.g., Arthur Andersen).

CorporateServe is premium partner of Microsoft and comes under the top 5% partner of the world.

Currently, the company has 250+ customers in ERP and is a leading channel partner for Microsoft Dynamics. The industry segments served by CorporateServe include publishing, education, manufacturing & professional services. CorporateServe's customers include some of the leading names in modern corporate world. Some of the leading customers in education filed include the following:

SELECTED CUSTOMER'S

MANIPAL UNIVERSITY
Educomp What Learning Can Be
The Millennium School
KINDERWORLD
MANIPAL UNIVERSITY JAIPUR
AMERICAN UNIVERSITY of ANTIGUA COLLEGE OF MEDICINE
IIMU INDIAN INSTITUTE OF MANAGEMENT UDAIPUR
teri university
The Shriram Millennium School
UNIVERSAL ACADEMY
ASHOKA UNIVERSITY
NU NIIT UNIVERSITY
INVERTIS UNIVERSITY BAREILLY

For more details about CorporateServe, please visit website www.corporateserve.com

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2. ABOUT MAHATMA GANDHI UNIVERSITY OF MEDICAL SCIENCES & TECHNOLOGIES

ABOUT MAHATMA GANDHI UNIVERSITY OF MEDICAL SCIENCES & TECHNOLOGIES

Mahatma Gandhi University of Medical Sciences and Technology, from its inception as an 850 bedded multi specialist Hospital, Dental, Nursing and Physiotherapy College has revolutionized the private sector in medicine. As a university MGUMST aim at taking the education of medicine, the practice of medicine and medical research to its finest. This effort and direction has been made not only on state level but nationwide. MGUMST entire efforts are made to groom and produce the best physicians who will bear their baton and provide selfless service to every human.

In the year 1999, under the dynamic leadership of Dr. M.L. Swarankar, a renowned Gynaecologist and Specialist in IVF & Microsurgery, India Education trust (IET) was established. IET was established as a Public Charitable Trust with the aim to:

- ✓ Continuously improve the health status of people by providing primary as well as advanced health care.
- ✓ Establish hospitals including specialty and super-speciality clinics, dispensaries, maternity homes, and RCH centres.
- ✓ Develop and administer research and educational institutions including medical, dental, nursing and pharmacy.
- ✓ Develop health manpower by creating training centres for medical and allied health care professionals.
- ✓ Promote and subsidize activities of other educational institutions which are catering and improving public health at large.

3. MICROSOFT SOLUTION OVERVIEW (WHY MICROSOFT)

Considering various technical and commercial parameters, CorporateServe is recommending Microsoft solution to manage the business of Mahatma Gandhi University of Medical Sciences & Technologies. The solution being offered herein is state of the art ERP solution, Microsoft Dynamics NAV 2016. The proposed solution is based on the requirements of Mahatma Gandhi University of Medical Sciences & Technologies. Microsoft Dynamics NAV 2016 meets all the functional and technical requirements needed by Mahatma Gandhi University of Medical Sciences & Technologies has explained to CorporateServe.

Microsoft Dynamics NAV is one of the fastest growing business solution in India amongst all global business applications.

Major advantages to going with Microsoft Dynamics is as follows

- Scalability
- Stability
- Future Roadmap
- Less recurring cost
- Concurrent User licenses, which reduces user licenses cost.
- Student have free of cost access of system

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- Trained resources available easily
- Microsoft as a recognized brand worldwide and specially in education sector

The solution works with MS SQL Server and Microsoft Office. Microsoft Dynamics NAV 2016 is a global solution available in India along with Indian localization. It has been in use in India since around 2000. The Indian localization of the solution offered has already matured.

Microsoft Dynamics NAV 2016 is a comprehensive business management solution that helps people work faster and smarter, and gives your business the flexibility to adapt to new opportunities and growth. It offers a breakthrough user experience and technology innovations that can simplify access to information, improve organizational agility, streamline integration with a wide range of applications, and enhance reporting capabilities-even for the most highly specialized industries and organizations. With Microsoft Dynamics NAV, your people can be effective, helping to drive your business success. The SLcM developed by CorporateServe on dot net along with Microsoft Dynamics NAV is being offered as a complete solution. Microsoft has announced to launch Dynamics 365 Business Central that would be available to customers of Microsoft Dynamics NAV 2016 to migrate to. Migration project is out of current scope.

4. SCOPE AND DELIVERABLES

4.1 SCOPE

This sub section presents CorporateServe's scope of implementation for Microsoft Dynamics NAV 2016 at Mahatma Gandhi University of Medical Sciences & Technologies. The business process scope of the implementation will be based on the functionality provided by Microsoft Dynamics NAV 2016. The proposed solution will utilize Microsoft Dynamics NAV modules under Starter Pack as stated in below.

4.1.1. BUSINESS SCOPE:

The proposed solution will be implemented for the following functions as available in Microsoft Dynamics NAV 2016:

SLcM Scope of Work (Phase – 1)	
✓ Admission	✓ Examination & Evaluation
✓ Student Finance	✓ Student Portal (Related)
✓ Academics	✓ Faculty Portal (Related)
✓ Historical Student Academic Data (Active)	

SLcM Scope of Work (Phase – 2)	
✓ Pre-Admission	✓ Security Management
✓ Finance & Accounts	✓ Placement & Alumni
✓ Purchase & Requisition	✓ Parents Portal
✓ Hostel & Mess	✓ Management Portal
✓ Integration with Library Software	✓ Fleet Management
• HR - Payroll	

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✓ Historical Student Finance Data (Active)

4.1.2. GEOGRAPHICAL SCOPE:

Geographical scope covers following

- One legal entity i.e. Mahatma Gandhi University of Medical Sciences & Technologies, Jaipur.

4.1.3. INTEGRATION SCOPE:

Integration scope covers following

- Integration with Payment Gateway of online bank transactions from any one bank
- Integration with attendance recording system For Students and Staff including Contractual Staff

4.1.4. DETAILED SCOPE OF IMPLEMENTATION:

The following shall be covered in the scope of implementation under the functional and geographical scope:

- Product installation on the designated Microsoft Dynamics NAV server at Mahatma Gandhi University of Medical Sciences & Technologies by CorporateServe.
- Functional requirements study and documentation of each business process and documentation of the same in the form of Functional Requirements Document (FRD).
- Business process mapping comprising inputs on business process fitment in the software system through appropriate mapping.
- Configuration of system parameters as per FRD inputs in the software by CorporateServe.
- Integration with applications stated in sub section 4.1.3 above.
- Training on applications to Mahatma Gandhi University of Medical Sciences & Technologies users.
- Scope covers vanilla implementation plus 90 mandays of customisations. All functionalities and base reports currently available and demonstrated will be provided.
- CorporateServe shall provide Mahatma Gandhi University of Medical Sciences & Technologies, with the base reports already available in the system that have been demonstrated also.
- Final validation of readiness to start transactions by CorporateServe from the perspective of ensuring that all opening balances are populated with the figures given by the customer and that configuration setting to commence transactions is available.
- It shall be the joint responsibility of CorporateServe and customer organisation to ensure smooth Go Live after the testing has been successfully carried out. Go-Live means an event when the first transaction or opening balance is entered whether current or backdated. Customer organisation is eligible to test the system prior to Go-Live by entering the transactions in a test server.

4.2 DELIVERABLES

- Functional Requirements Study
- Functional Requirements Document (FRD)

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- Customisations (to the extent as stated in scope above)
- Integration as stated in scope section
- Product Installation and configuration
- Master Data Uploading
- Application Configuration (based upon the FRD)
- User Acceptance Testing (UAT)
- User Training (Key and end users)
- Go-Live
- Post Go Live Support of 1 month

4.3 EXCLUSIONS

The following are excluded from the scope:

- One legal entity is covered in the scope.
- Integration with any other application other than mentioned in the scope section.
- Cost of hardware, connectivity and other software such as Microsoft Office, Windows Server, SQL Server, etc. Please refer to the systems guide provided along with this proposal for configurations of these.
- Any Customisations of reports/functionality and dashboards, beyond 90 mandays of efforts is clearly stated to be included in scope. What is available in standard is already demonstrated.
- Phase 2 is excluded from current scope.
- Anything not clearly stated to be included is treated as excluded.

5. INDIAN LOCALIZATION

The Microsoft Dynamics NAV 2016 offers strong Indian localization functionalities. The ERP is in being used in India for last around 15 years and has matured its Indian localization features. These localization features are constantly being updated by Microsoft's localization team.

6. SYSTEM REQUIREMENTS

Hardware requirements guide to install Microsoft Dynamics NAV 2016 is attached as mentioned below annexure:

ANNEXURE 1:

System Requirements for Microsoft Dynamics NAV 2016

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7. INTERNATIONAL COMPLIANCES

Sarbanes-Oxley: The Sarbanes-Oxley Act (SOX), a U.S. law passed in 2002 to protect investors by improving the accuracy and reliability of corporate disclosures. The Sarbanes-Oxley Act establishes

standards for all U.S. public company boards, management, and public accounting firms, including evaluation and disclosure of the adequacy of the company's internal controls over financial reporting. Documenting and testing critical manual and automated controls represents a huge commitment of time and resources for companies. Microsoft Dynamics NAV is especially suited for subsidiaries of larger organizations, and can help support small to midsized businesses in complying with Sarbanes-Oxley.

IAS/IFRS: Recognition and Measurement Standards: The International Financial Reporting Standards section of the European Union's International Accounting Standards (IAS/IFRS), which went into effect in 2005 and sets forth-international accounting standards for recognition, measurement, consolidation, and reporting. Depending on the local GAAPs currently in use, one of the major recognition and measurement changes for IAS/IFRS is extended use of fair-value principles instead of historical cost. Microsoft Dynamics NAV can help companies calculate fair-value and net present value (NPV) concepts, which are focused on current and expected cash flow streams rather than historical purchase price. On the reporting side, it can provide segment reporting by business unit and geographical location.

Compliance depends not only on accurate information and appropriate accounting processes, but also on the people who set up and administer those processes. An effective business management solution can facilitate compliance by helping to manage valid and accessible information through transparent processes that have been set up in compliance with industry and regulatory standards.

How Microsoft Dynamics Enables These Compliances

Microsoft Dynamics® NAV 2016 delivers real-time, integrated operational and financial information from across your organization, so you can:

- Track financial data through custom account schedules for cash flow, revenues, balance sheets, fixed assets, capital structure, key performance indicators, and more.
- Help safeguard accuracy with role-based security and configurable application controls that prevent invalid or duplicate data entry.
- Quickly and easily generate financial reports in accordance with applicable regulatory standards. Maintain comprehensive audit trails with drill-down and drill-around functionality and change logs.

Extensive audit trails with drill-down and drill-around functionality help you trace source documents through the accounting systems to the final financial statement and back to the original source document.

An organisation can tailor account schedules to its needs

- Define the structure of your company's chart of accounts based on business requirements and applicable regulatory standards.
- Create accounts and handle complex processes related to a spectrum of business activities, including inventory valuation, foreign currencies, segment reporting, and departures from local GAAPs.
- Control the level of detail for each recorded transaction and select detailed registration for specific types of transactions, such as fixed assets and accounts payable.
- Tailor schedule calculations and display for financial reporting, or export the information to Microsoft® Office Excel® for further analysis.

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Organisation can improve information validity

- Configure data fields to accept only information in the correct format, such as the correct number of decimal places or alphanumeric patterns.
- Help ensure information is complete with application controls such as requiring a vendor invoice number to be entered before a purchase order can be posted.
- Reduce the risk of inaccurate information or tampering and help protect sensitive information with access to information based on job role.
- Prohibit access, provide read-only access, or enable full-access users to add, edit, or delete information.
- Easily identify and resolve discrepancies with a reconciliation feature that retrieves current bank account and transaction information and compares it to general ledger posts.
- Schedule manual or automatic backups to help protect information from electronic failures.

Organisation can comply quickly with discovery requests and reporting demands

- Save time when you create standard reports that use common business parameters and criteria to satisfy typical reporting needs, ranging from order summaries to aging accounts receivable.
- Perform complex reviews with basic or advanced business analytics functionality.
- Create reports and displays using an interface similar to that of the familiar Microsoft Office Outlook®.
- Speed transmission of financial information to customers, shareholders, regulatory agencies, and the public with XML-based XBRL documents that support the exchange of financial information across different software and technologies, including the Internet.

Organisation can ensure audit trails

- Trace documents and information both forward and backward through the system, from the original source to final financial statements and back.
- Identify how, when, and by whom information was entered or edited, and to what account financial
- Entries have been posted.
- Look up database changes, including previous and revised data, in the solution's Change Log.

Increase audit trail transparency and usability, and speed information access for third-party auditors with drill-down, look-up, filtering, register, and navigation.

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8. IMPLEMENTATION

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8.1 CHANGE MANAGEMENT

CorporateServe understand the relevance of change management in any project. Changes at later stages of the project can adversely affect the outcome of the project. Changes in any project must be done with an authenticated process.

CorporateServe follows a strict methodology to do the change management. Any change after signing off the process and bringing impact on the delivery of the project must be signed by the steering committee of the customer. After mutual consultation between both the parties, it will be either consider as to do it or leave it.

9. PROJECT ORGANISATION AND TIME TABLE

9.1 PROJECT ORGANIZATION

Mahatma Gandhi University of Medical Sciences & Technologies has desired to complete the implementation in a decided time span. This can be done if the following conditions are fulfilled:

1. A team is deployed by Mahatma Gandhi University of Medical Sciences & Technologies for coordinating and working together with the team from CorporateServe.
2. All information is provided quickly such as opening balances, masters, business rules, etc.
3. All hardware and connectivity is put in place well in advance.
4. Change decisions are taken quickly.
5. Testing is done by the key users during UAT phase.

Please refer following in relation to project organization.

9.1.1. ROLE OF CUSTOMER

Role	Responsibilities
Executive Sponsor	The **Customer Executive Sponsor** is a senior level executive who has accepted ownership of investigating and investing in a business system initiative and will promote funding and staffing of the project.
Customer Project Manager	The **Customer Project Manager** is responsible for ensuring all customer requirements are planned and executed in a manner that will meet the implementation goals for the project.
Key Users	**Key Users (or Subject Matter Experts)** represent a functional area or department within the customer organization, for example, marketing or inside sales. They are typically a more experienced user who has in-depth knowledge of the business processes and procedures currently being used in their functional area or department.

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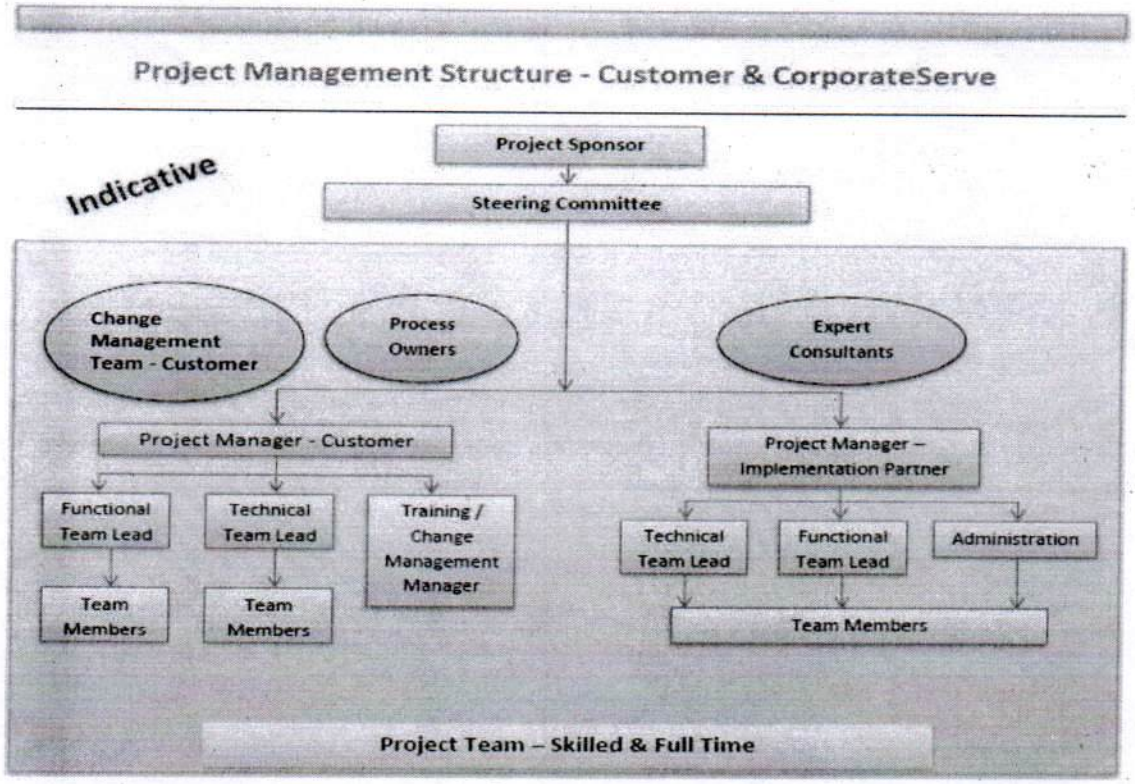
9.1.2. ROLE OF CORPORATESERVE

Role	Responsibilities
Project Manager	The **Project Manager** is responsible for ensuring that all aspects of the project are planned and executed in a manner that will lead to meeting the implementation goals within the established timeframe and budget to a high degree of customer satisfaction
Application Consultant (Functional)	The **Application/Functional Consultant** will participate in every aspect of the implementation from analysing the customer's business requirements to configuring the Microsoft Dynamics application to meet the customer's needs. The Application/Functional Consultant communicates with the customer's organization on many levels to obtain the necessary understanding of the business processes.
Development Consultant (Technical)	The **Development Consultant** is responsible for the design and development of modifications to the standard Microsoft Dynamics application.

9.1.3. PROJECT ORGANIZATION



Implementation of ERP is always an enterprise wide initiative. It requires involvement, not just cooperation, of all functions within an organisation. Similarly, from ERP Vendor Company also, it requires multiple skills to implement an ERP. A shadow and temporary organisation is erected and maintained till the ERP initiative is completed.

9.2 PROJECT TIMELINES

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Our typical project plan is as follows:

	W1	W2	W3	W4	W5	W6	W7	W8	W9	W10	W11	W12	W13	W14	W15	W16	W17	W18	W19	W20	W21	W22	W23	W24
Requirement Gathering																								
FRD Preparation & Sign-off																								
Gap-Fit & Design Preparation																								
Development																								
Deployment																								
Operations																								

Plan above is tentative and may change at the time of execution

10. TRAINING

The method for delivering key user and end-user training is based on the following metrics:

- Effectiveness of delivery method in developing the required skills in the end-user
- Leveragability of the delivery method to other users and future needs.
- Cost effectiveness of the method.
- Implications of maintenance of training materials and future application upgrades.

Role Based Training:

Through the Organization and Job Design activities, tasks are assigned to roles and these roles are assigned to job functions or classifications.

As per the current understanding the various roles we are looking at that would undergo this training are:

- Mahatma Gandhi University of Medical Sciences & Technologies Key Users
- Mahatma Gandhi University of Medical Sciences & Technologies Application Administration/Technical Staff

The training curriculum designed will be role based. However, the training imparted will be application wise and will be further broken into the various modules in the application.

Training materials are structured around the defined modules of the applications and each audience will require curriculum and course materials to support the business processes in which they work.

Training Schedule:

The training will be conducted in two parts – for the key users and the end users.

Key User Training:

Functional Training:

The key user training will be conducted during the business process workshop by the CorporateServe team to the core team members of Mahatma Gandhi University of Medical Sciences & Technologies

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The objective of this training is to make the key users/core team of Mahatma Gandhi University of Medical Sciences & Technologies conversant on the modules and functionality of Microsoft Dynamics™ NAV and how it maps to the business processes of Mahatma Gandhi University of Medical Sciences & Technologies.

The key user training will help the Mahatma Gandhi University of Medical Sciences & Technologies team to work along with the CorporateServe team during the implementation they will be able to handhold the end users and attend to user queries and do trouble shooting.

End User Training:

The objective of this training input to the users of Mahatma Gandhi University of Medical Sciences & Technologies is to ensure familiarity of the End User with the configured Microsoft Dynamics™ NAV system. During the course of the project, CorporateServe will guide the Key Users to prepare user manuals and explain to the Key Users about these manuals on a "Train the Trainer" basis.

The following would be covered:

- Familiarity with input screens and output reports
- Use of the Microsoft Dynamics™ NAV System in relation to work practices

In this training, CorporateServe will adopt the train the trainer method. The lead will be taken by the key user team of Mahatma Gandhi University of Medical Sciences & Technologies who has been thoroughly trained during the key user training session. CorporateServe team will also be present during the training sessions. This training can be held centrally at the project site. The number of batches to be trained and the locations where the training needs to be held will be arrived at.

The objective of the train the trainer method is twofold. Firstly, the acceptability of the new system by the end users is more if their own people advocate and train them in the new system and the processes. Secondly, once the CorporateServe team moves out, the Mahatma Gandhi University of Medical Sciences & Technologies team can become fully conversant in the handholding and the trouble shooting part for taking care of the new system, which has gone live.

Trainer's Profile:

CorporateServe stipulates that the trainers assigned for the assignment would have at the minimum the following profile:

- Good verbal communication skills
- Experienced in corporate training where the end users represent mix of computer literate and new users
- Knowledgeable users of Microsoft Dynamics™ NAV application
- Experienced people, who understand the functioning of the process segment and have good understanding of the business processes.

11. INVESTMENTS

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11.1 TOTAL COST OF SOLUTION

ERP implementation has broadly three cost elements, which are mentioned below:

1. **Product (License) Cost:** License of Microsoft will be procured through CorporateServe. Microsoft will provide the license keys to end customer.
2. **Implementation Costs:** CorporateServe shall deploy a team of functional as well as technical consultants to implement various elements of Microsoft Dynamics NAV 2016. Fees of these consultants is stated in the below mentioned table.
3. **Infrastructure Cost:** Cost of Hardware, Software, connectivity, firewalls, database, etc. is excluded from the scope of our proposal. However, we can help your organisation in procuring the same.

Summary of investment is as follows:

Microsoft Dynamics NAV	Rate	Qty	Amount (Rs.)
Phase 1 & 2			
Starter Pack(inc. 3 Full Conc Users)	1,81,000	1	1,81,000
Full Concurrent User Sessions	1,08,600	7	7,60,200
Limited Concurrent User Sessions	21,720	10	2,17,200
Microsoft Objects	28,960	40	11,58,400
Education Vertical	18,00,000	1	18,00,000
EP @ 16%	16%	1 Year	6,58,688
Implementation Phase 1 & 2	1,06,00,000		
	-23,75,488		82,24,512
Total Cost (Phase 1 & 2)			**1,30,00,000**

11.2 NOTES:

1. Above prices are valid upto 26th March, 2021.
2. Price includes 500 manhours of support after support of 1 month post go live.
3. Government taxes shall be extra as per rules prevalent. License shall bear 2% cost of processing and is included.
4. Microsoft's Enhancement Plan (EP) @16% for first year is mandatory & is included in the above costs.
5. Our standard manmonth rate for additional services/post live support is Rs. 150,000. Similarly, manday hour would be Rs. 1,000/-.
6. Out of pocket expenses shall be extra on actuals such as food, travel, local conveyance, boarding and lodging, etc.
7. There will be no TDS deduction on license because of current policy of Government.

11.3 PAYMENTS TERMS

Following are the payments terms:

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(MGUMST, Jaipur)

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Mahatma Gandhi University of Medical Sciences & Technology
Sitapura, JAIPUR-302 022

CorporateServe Solutions Pvt. Ltd.

Signed by: ……
(CorporateServe Solutions Pvt. Ltd.)

CorporateServe

	Milestone	Pay Term
1	License Cost –Payable with PO	100%
2	Enhancement Plan (EP) – Annual Advance	100%
3	Implementation Service:	
3.1	With PO	25%
3.2	On FRD Submission	30%
3.3	On UAT (User Acceptance Test)	30%
3.4	On Go-Live	15%

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12. STANDAR PROJECT ASSUMPTIONS

The assumptions used in order to build fee by CorporateServe are given below. This is not an exhaustive list of project assumptions (other assumptions will be added during the planning stage of the project) but it is those assumptions that materially impact the commercial nature of the project and therefore the underlying cost structure. If any of these assumptions change during the course of the project and cause additional work for CorporateServe this work will be deemed outside the scope of the project and a separate commercial agreement will need to be confirmed and agreed prior the work being undertaken. Any delay in project duration will result in extra costs and the same shall be borne by customer organisation. Assumptions are as follows:

1. The details in this proposal relate directly to the implementation of software to support the requirements for single installation
2. The customer management team has a solid understanding of their own business in terms of processes and system requirements. We will take the information we learn from this team and build a viable solution. Subsequent to the errors are uncovered in relation to the understanding previously given, thereby requiring CorporateServe to reset up or re-implement, fully or partly, the solution, customer accept this may incur additional CorporateServe time and cost.
3. There is a desire, led from the top of the customer organization, to implement new processes aimed at improving end-to-end effectiveness and breaking down the functional silos through the provision of increased process control and management information.
4. Customer have a stated goal of keeping the solution as standard as possible i.e. the Microsoft solution.
5. Implementation will be done from a centralized location from Jaipur. However, CorporateServe will be free to decide any part of the work to be delivered from offsite ad that can be done from office of CorporateServe.
6. Sufficient management and people time is available from customer to allow the project to progress on a timely basis. Project time required from customer staff will be scheduled in advance by our consultants. As the project progresses, we expect customer staff to become more accomplished with the software solution and be able to take on more tasks in the later phases.
7. The project plan assumes each of the tasks accomplished during the project will be completed only once. However, we accept that it is possible tasks may need to be repeated. If there is a failure within our project team or our solution that means we have to repeat a task, then that cost will be covered by us. Equally, customer accepts that should tasks need to be repeated due to a failure of their staff, any repeat work undertaken by CorporateServe is chargeable.
8. Project Organization/Office: The project's base will be the customer's head office. The system will be designed and configured at this office. CorporateServe will also complete work remotely or from our offices.
9. Project Management

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i. We have allowed an average of 25% of estimated budget for CorporateServe's project manager to manage CorporateServe resources and provide high-level project status reporting. Customer will provide a Project Manager to manage all other aspects of the project, including management of internal resources, issues, change control and proposals for business process change.

ii. We have assigned an Engagement Manager to oversee the project from CorporateServe perspective. He/she will be a senior project manager/director with a track record of managing similar implementations. The Engagement Manager will attend Stage Review meetings.

10. Customer shall ensure all sign offs are provided timely. If a sign off is not provided within 5 days of request from CorporateServe, then it shall deemed to have been provided by Customer oroigansation.
11. Application Education: We operate a "train the trainer" approach. This involves educating super users who then take responsibility for training the rest of the team up to the required standard. We will provide education on Application functionality and not customisations, configurations and set-ups. However, system administrator will be trained on the administrative work in ERP.
12. Existing Data: CorporateServe will provide a template for existing master data to be populated in to the ERP and customer will give the data filled in the template, which will be populated in the system. CorporateServe assumes no responsibilities for the data quality and accuracy. It is the responsibility of customer to provide quality date in the templates provided.
13. Integrations: Any integration to existing systems that customer is not included as a part of this scope. Should any integrations to 3rd party systems are required; the same will be scoped and quoted separately on a time & material basis.
14. Report Writing: CorporateServe shall provide the reports available in the base application. In addition, CorporateServe will provide a total of 10 customized reports. Additional reports after these will be developed at extra costs.
15. There will be a single database server utilized for the Application.
16. License is purchased from CorporateServe. All quantities of licenses are based on judgement of customer. If more licenses are needed, including for additional users or objects the same will be purchased by customer. Licenses once sold are not cancellable or returnable. Customer shall sign End User License Agreement to confirm that customer is only authorised to use the license for its own business purposes and shall not sell, transfer, assign or sub license to any other party without written approval of CorporateServe.
17. On Go Live date all responsibilities of CorporateServe shall deemed to be completed.
18. Any customisations is demanded by the customer, same will be done on time & material basis.
19. Out of pocket expenses are not included in the costs stated above and shall be extra as per actuals.
20. This document is strictly confidential and no contents of this shall be shared with outside the customer organisation and not used for any purpose other than for intended purpose.
21. Additional Points:

    a. Each party represents and warrants to the other that: (a) it is duly organized and validly existing under the laws of its jurisdiction of incorporation or formation, and has full corporate or other power and authority to enter into this Agreement and to carry out the provisions hereof; (b) it is duly authorized to execute and deliver this Agreement and to perform its obligations hereunder, and the person or persons executing this Agreement on its behalf has been duly authorized to do so by all requisite corporate action; and (c) this Agreement is legally binding

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upon it, enforceable in accordance with its terms, and does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any material law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.

b. Each Party shall at all times keep the Confidential Information secure and safeguarded and in its possession except in so far as it is required to give or disclose the Confidential Information to any person in the due performance of this MOU, provided such disclosure shall be strictly on need-to-know basis.

c. Each Party shall own all intellectual property rights in respect of inter alia its own brand name, logo, wordmark, trademark, service marks design rights, copyrights and all or any similar or equivalent rights arising or subsisting in any country in the world shall be owned by such Party owning it and all or any part thereof shall belong to such Party owing it absolutely. Either Party shall obtain prior written consent of another party to use the trade name, trademark, service mark, logo, symbol or other intellectual property of the disclosing Party.

d. The CorporateServe hereby warrants that the Licensed Product does not maintain, store, or export the Data using a database structure, data model, entity relationship diagram or equivalent which is itself a trade secret or which would cause substantial injury to the competitive position of the MGUMST if published.

e. On termination or expiration of this agreement, or on MGUMST's request, CorporateServe will return to MGUMST all originals of the information and other property, including Intellectual Property, it received from MGUMST, destroy all copies of such information and other property it has in its possession or control, and on MGUMST's request, certify to MGUMST in writing that it destroyed all such copies.

f. Each Party shall defend, its officers from and against any and all losses, claims, damages, judgments, awards, settlements, fines, cost or expenses (including reasonable attorney's fees and expenses) arising from any third-party claim, action, suit or proceeding against it arising out of or relating to any breach of this MOU by either party.

g. This MOU and each Party's rights and obligations hereunder shall be governed by, subject to and construed in accordance with the laws of India. Any dispute or claim arising out of or in connection with or relating to this MOU or the breach, termination or invalidity, interpretation thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion, failing which in terms of the provision of the Arbitration and Conciliation Act 1996 referred to a sole arbitrator, which shall be mutually appointed by both the parties. The seat and venue of the arbitration shall be Jaipur, Rajasthan and the language of the arbitration shall be English.

h. Further clarifications as per Annexure 2

13. STANDARD TERMS & CONDITIONS

CIRCUMSTANCES BEYOND CONTROL

Neither of us shall be in breach of our contractual obligations nor shall either of us incur any liability to the other if we or you are unable to comply with this Letter of Engagement together with this attachment form the entire agreement as a result of any cause beyond our or your reasonable control.

TERMINATION

The contract can be terminated by either party by giving 1 months' notice. There shall be no liability of customer or CorporateServe upon termination. Sums received by CorporateServe till that time shall be adjusted towards services rendered and no refunds shall be made by us. All out of pocket bills and time

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cost during notice period shall be paid by customer. Jurisdiction for any disputes in relation to this engagement shall exclusively be Gurugram courts.

NON SOLICITATION

Customer and CorporateServe shall not, directly or indirectly employ or engage any employees, whether part time or full time, of each other during and for a period of 2 years from the date of termination of this engagement.

LIMITATION OF LIABILITY

CorporateServe Solutions Pvt. Ltd.'s liability to the customer and exclusive remedy for any cause whatsoever regardless of the form of action, during the project or afterwards, will be limited to the uncompleted portion of the Project Scope related to the payment received. CorporateServe shall not be liable to anyone including the customer for any consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses or losses (including without limitation, lost profits and opportunity costs). CorporateServe's liability to customer (in contract or tort or under statute or otherwise) for any economic loss or damage suffered by you arising out of or in connection with this work, however the loss or damage is caused, shall be limited to the amount implementation fees actually received by CorporateServe from customer and that customer will indemnify and hold harmless CorporateServe, its directors, consultants, employees and agents as concerns any such liability in excess of the foregoing limit. The provisions of this clause shall be operative in full force and effect regardless of the expiration or any termination of this engagement.

(End of Proposal)

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Annexure 2: Further Clarifications To Proposal Dated 15-3-2021

Customer Query	CS Response
1. Mobile App for students/parent/faculty	Our Portal is more advanced and is already Mobile responsive. It means when you open the portal from mobile phone, it adjusts itself to the size of the mobile phone. This is a better technology.
2. HR part is not included with Pay Roll	OK
3. Integration with payment gateway of online bank transaction should be from multiple banks in place of one bank	OK. Whatever reasonable number of banks you provide during functional requirements study, we will consider to deliver.
4. Integration with HIMS, Koha software and until Finance & accounts part of the software is implemented, providing excel template for import in tally or separate module for entry in Tally like HIMS-Medi need Tally not mentioned	OK for KOHA. For HIMS it was decided that data from both HIMS and Microsoft will come to Tally in the form of excel templates. We will give a report from Microsoft in Excel that can be used to import into Tally. We were informed that HIMS data is already coming in excel.
5. Detailed implementation schedule and price breakup module wise not mentioned (Cost of Implementation Payment should be co-related to the progress of work/delivery made)	OK. Project Plan is mentioned in Section 9.2 and Payment Terms are mentioned in Section 11.3. Both are already co related.
6. Customisation- 90 mandays or 10 customisation reports- Detailed list of base reports currently available/demonstrated i.e. covered in the scope required to understand additional requirements, beyond this is on extra charges basis	Attached as **Annexure A**.
7. Annexure-1 for hardware requirement is not provided- detail of hardware, connectivity and other software with proper configuration required to understand additional cost for current and future near future needs	Annexure 1 is attached herewith. We will provide more details specific to your site.
8. In Training, preparation of user manual is kept in the scope of key user, upto Go Live/ hand holding initial user manual should be in the scope of implementation partner	Logically it is prepared by the Key User who works with our team. However, as a special case, we will prepare the user manual as applicable for Go Live date and provide in editable form. Later on, Key User himself can keep updating from time to time.

b) Clarification required

9. I understand there should not be any cap on number of branches/books under one legal entity i.e. MGUMST	There is no such limit in the ERP. However, we our scope of implementation is as discussed that is, current University.
10. Provisional books in F & A Module- auto reversal (not deletion)- for getting Income/Exp statement or B/S on monthly/periodically from the software we need to pass few provisional entries at the cut-off date (not in year-end date) which are auto reversed on 1st of next month so that	Ok

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impact of provisional entry is neutralised and even not affecting historical data.	
11. Whether reconciliation feature includes financial and quantitative record reconciliation (it should be standard feature) only bank reconciliation is specified. Whether the software is compatible with electronic bank statement for auto BRS.	Ok for BRS. We can import excel in Microsoft for BRS purposes. For quantitative reconciliation, we need to understand what it means.
12. Post Go Live support of one month plus 500 man hours is stated, generally one year support is provided, may be remote/off line	Normally, only one month of post go live support is offered. However, as a special case we have further added 500 manhours that can be utilised by University over 1 year period.
13. In SLcM- which modules are not covered/taken should be explicitly mentioned in exclusion clause in place of other than mentioned in the scope of work section	Phase 1 & phase 2 both are included. Please inform where is the doubt. We can have a call to discuss.
14. Period of Localisation updates not mentioned- one year should be covered post go live	Localisation updates are provided by Microsoft. Since you have paid for Enhancement Pack for 1 year, you will be allowed to use any localisation update for 1 year.
15. International compliance- Though as on date we are not covered under IND AS to understand whether an Indian conversed (version) of IFRS- i.e. Indian Accounting Standard if applicable on MGUMST would be covered under Indian Localisation section	OK
16. Effective date from which License period start- is it from the date of payment or from the date of Go Live?	From the date of license issue by Microsoft which was March 26, 2021 in your case.
17. AMC/Renewal support cost not mentioned	For License, Rs. 6,58,688 is already mentioned in the table where prices are stated. For Services, we will charge Rs. 5 lakhs for 500 manhours.
18. For resident engineers- category/class of travel, lodging/boarding (hostel) can be specified in place of reimbursement of out of pocket expenses as actual	Whatever reasonable you provide, will be acceptable to us. There is no issue on this.
19. Per additional user cost/rate in addition to the user covered in the proposal	Per User rate is stated in the table of prices. However, Microsoft has a right to change the prices in future.
20. The CorporateServe is providing standard software, hope university has gone through each process thoroughly. Finance Module Demo was not seen as earlier other than Student finance was not proposed to procure.	It is upto University to decide. We will offer all that is available in our product.
21. Court of Jurisdiction is mentioned -Gurugram, do we need to change it to "Jaipur"	We are bound by Microsoft's policies. Therefore, it should not be changed.
c) Few other clauses to be included-	
22. Dispute resolution mechanism,	Not needed

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23. Confidentiality clause,	OK. We can sign a standard non disclosure agreement (NDA). We will send the draft of this.
24. Return of property,	Not needed
25. ownership of data,	To be included in Confidentiality above
26. indemnification and refund of amount	Licenses are not returnable. Services are milestone based and are paid only after confirmation of achievement of milestone
d) TO DO for MGUMST	
27. Identification of Key User (functional leader)	OK
28. Documentation of Expectation from the software (Functional Requirement Document), beyond FRD every thing is for extra cost	OK
29. Customisation requirement analysis	OK
30. Plan for user training side by side development (training calendar) awareness training + application training. As per proposal they will do any task once only, repeat will be liable for extra charges @1000/- per man hour.	OK

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