



JAMIA HAMDARD

(Deemed to be University)
Accredited by NAAC in 'A' Category

Phone : 011 26059688 (12 Lines)
Fax : 011 26059663
Website : www.jamiahamdard.edu
HAMDARD NAGAR
NEW DELHI - 110062

JH/HNF/PS/ERP- Dec. 2019-721/June 2021

Dated: June 10, 2021

To,

M/s CorporateServe Solutions Private Limited
408, Udyog Vihar, Phase-IV,
Gurugram, Haryana.
GST Number-06AACCC4437E1Z1.

Subject: Purchase/ Work Order as per MOU regarding implementation of University Management Software in Jamia Hamdard, New Delhi.

Dear Sir,

Please refer to the detailed Memorandum of Understanding (MOU) signed by both the parties along with its annexures with reference to the Tender document published in JH website in December 2019. We are pleased to raise Purchase/ Work Order in favour of your company for licenses and implementation as per details stated therein. Costs of the licenses and implementation are as per below:

Descriptions	Qty	Amount (In Rupees)*
Microsoft Dynamics 365 Business Central Essentials	43	36,11,312
Education Vertical Essential Add functionality	43	40,62,726
Microsoft Dynamics 365 Business Central Team Members	30	5,03,904
Education Vertical Team Members Add functionality	30	5,66,892
Publishing on Student Portals (unlimited students)	1	11,13,600
Payroll (CoprorateServe)	1	7,63,280
Microsoft Dynamics 365 Business Central Objects	50	16,79,680
Education Vertical Objects Add	50	12,59,760
Total Product Cost (A)		Rs. 1,35,61,154
Less Extra Discount		-8,25,154
Implementation Costs		Net After Discount
Pre-Admission & Counselling		9,28,000
Admission & Registration		
Academics		23,20,000
Examination		23,20,000
Evaluation		
Student Finance		9,28,000
Accounts		
Student Feedback		1,32,000
Discipline Cell		
Hostel		1,32,000
Mess		

Placement		1,32,000
Alumni		1,32,000
Security		
Fleet		Free
IT Department		6,96,000
Purchase		
Stores		Free
HODs		Free
Management		Free
Faculty		Free
HRMS		10,44,000
Student & Faculty Portals Integration		87,64,000
Total Implementation Costs (C)		
Total Cost of Solution (A+B+C)		Rs. 2,15,00,000

Commercials: Number of Students to be opened in software are not be counted in license for users. Number of Named Users is total limit of 73 named users**

Although detailed scope, requirements, terms and conditions are as per signed MOU with its annexures but some of these are highlighted below:

Note: In addition, Jamia Hamdard will have a choice to take 3 technicians on site at a price of Rs. 1.25 lakhs per man per month after 03 months from date of Go Live.

*Amount **includes** first year's Enhancement Plan @ 16% of License cost. From next year this amount is payable to obtain license of updates on the software.

**Out of total 73 named users, 43 are Essentials and 30 are Team members. Microsoft Licenses are perpetual.

Terms:

- i) Implementation services up to Go Live date and up to 3 months of respective modules are included in above table. In addition, Jamia Hamdard will have a choice for maintenance, to purchase services of 1 (or more) technicians of CorporateServe at a price of Rs. 1.25 lakhs per man per month. This salary may be increased by 10% per annum and will be payable by the JH on every 30th of the English calendar. This Service may be started after 3 months from the date of Go Live as stated above.
- ii) Government taxes and out of pocket expenses as per actual are extra. Processing charges on license @ 2% is extra.
- iii) For regular updates and upgrade license fee of 16% of license, first year's EP fee is **included** in the above.
- iv) **Payment Terms:**
 - Upon Signing: 50% on Signing of MOU
 - Upon Mobilisation: 20% in 3 Weeks of Signing of MOU upon Mobilisation of Team

- Upon Achievement of Milestones: 20% on achievement of milestones as per following table:

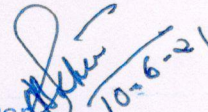
Module\Milestone	FRD	UAT	Amount
Pre-Admission & Counselling	10.00%	10.00%	9,28,000
Admission & Registration			Included
Academics	10.00%	10.00%	23,20,000
Examination	10.00%	10.00%	23,20,000
Evaluation			Included
Student Finance	10.00%	10.00%	9,28,000
Accounts			Included
Student Feedback	10.00%	10.00%	1,32,000
Discipline Cell			Included
Hostel	10.00%	10.00%	1,32,000
Mess			Included
Placement	10.00%	10.00%	1,32,000
Alumni			Included
Security	10.00%	10.00%	1,32,000
Fleet			Included
Purchase	10.00%	10.00%	6,96,000
Stores			Included
HRMS			FOC
Student & Faculty Portal	10.00%	10.00%	10,44,000
Total	10.00%	10.00%	87,64,000

- **Final Payment:** 10% on Go Live of Final last module and on being given a completion certificate by the Jamia Hamdard and after it being duly accepted by the CorporateServe.

Note: Since the payments are made in instalments, corresponding taxes will be paid extra, if applicable, along with invoices. Payments should be utilised to first settle software license amounts.

The agency is requested to commence the implementation of the above work immediately after getting the Purchase/ Work Order.

Yours Faithfully,


 Registrar
 (S. S. Akhtar)
 (Deemed to be University)
 Registrar
 Hamdard Nagar
 New Delhi-110062

Enclosed: Copy of signed MOU.



सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL64940481329307T
Certificate Issued Date	: 25-Mar-2021 10:22 AM
Account Reference	: IMPACC (IV)/ dl857503/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL85750331171183379778T
Purchased by	: REGISTRAR JAMIA HAMDARD
Description of Document	: Article Others
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: REGISTRAR JAMIA HAMDARD
Second Party	: Not Applicable
Stamp Duty Paid By	: REGISTRAR JAMIA HAMDARD
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line

MEMORANDU OF UNDERTANDING (MOU)
FOR DEVELOPMENT, CUSTOMISATION, DEPLOYMENT
& IMPLEMENTATION OF UNIVERSITY MANAGEMENT SOFTWARE

This Memorandum of Understanding ("MOU") on licensing and implementation of University Management Software ("UMS") is being agreed for Jamia Hamdard, Hamdard Nagar, New Delhi-110062, on 25th June, 2021 by and between:

Handwritten signature

Handwritten signature
 Registrar
 Jamia Hamdard
 (Deemed University)
 Hamdard Nagar
 New Delhi-110062



Disclaimer: Alert
 1. This e-Stamp is valid only if it is generated by the Government of National Capital Territory of Delhi. It is not valid if it is generated by any other authority.
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 4. The e-Stamp is valid only if it is generated by the Government of National Capital Territory of Delhi. It is not valid if it is generated by any other authority.

PARTIES:

- (1) Jamia Hamdard, (hereinafter referred to as the "Hamdard University"), a Deemed-to-be-University recognized by Government of India, Hamdard Nagar, Delhi, acting through and by the hands of its Registrar namely Mr. S.S. Akhtar, which expression shall, where the context so admits, include successors in office, successors in interest, administrators and assignees, etc.

AND

- (2) M/s CorporateServe Solutions Private Limited, a company incorporated under the provisions of the Companies Act 1956 having its office at 408, Udyog Vihar, Phase-IV, Gurgaon, Haryana, 122016, (hereinafter called "CorporateServe") acting through and by the hands of Mr. Vinay Vohra (one of its directors and authorised signatory for the purpose of this MoU), (hereinafter also referred to as the "Service Provider"), which expression shall, where the context so admits, include the said M/s. CorporateServe Solutions Private Limited, their Board of Directors, successors in office, successors in interest, administrators and assignees etc.

JH and CorporateServe Solutions Private Limited are hereinafter together referred as "Parties" and individually as "Party".

WHEREAS:


Hamdard University is desirous of implementing UMS for better controls & operations of its campus at Delhi. CorporateServe has represented that it possesses the necessary infrastructure, licenses, permissions and experience for implementation and has expressed its desire to provide licenses and implementation services to Hamdard University for UMS system for the better controls & operations of the Hamdard University at its Delhi Campus. The Service Provider has submitted price bid for the required scope of work as per this MOU for consideration as stated in Annexure 1 of this MOU.

NOW THIS MOU WITNESSETH AS UNDER:

- Definitions:** In this MOU, words and expressions shall have the same meanings as are respectively assigned to them in the technical and commercial proposal or as may be assigned hereinafter.

 - "CorporateServe" means CorporateServe Solutions Private Limited having its registered address at 3035, 1st Floor, street No. 12A, Ranjeet Nagar, New Delhi- 110008 and its Operational Head Office at 408, Udyog Vihar, Phase-IV, Gurgaon, Haryana, India.
 - "Hamdard University" means Jamia University (Deemed to be University), having its campus at Hamdard Nagar, New Delhi-110062.
 - "University Management Software" or "UMS" means Microsoft Dynamics 365 Business Central ERP software as accepted, agreed and supplied by the CorporateServe.
- Service Provider hereby covenants with Hamdard University to execute scope of work as per this MOU. Hamdard University hereby covenants to pay CorporateServe in consideration of such execution the "Price" at the time and in the manner prescribed in this MOU.
- Scope:** Details of licenses of Microsoft Dynamics 365 Business Central software, scope and methodology of its implementation services and other terms and conditions are as stated in Annexure-1 which is a part of this MOU. Departments/functions to be covered for implementation are detailed in the said annexure and indicated hereunder:

 - Pre-Admission & Counselling
 - Admission & Registration
 - Academics
 - Examination


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- Accounts
- StudentFinance
- Evaluation
- StudentFeedback
- DisciplineCell
- Hostel & GuestHouse
- Mess
- Placement
- Alumni
- Security
- Fleet
- Purchase
- Stores
- HRMS
- Students Portal Integration

4. **Commercials:** Number of Students to be opened in software are not be counted in license for users. Number of Named Users is total limit of 73 named users**

	Qty	Amount*
Microsoft Dynamics 365 Business Central Essentials	43	36,11,312
Education Vertical Essential Add functionality	43	40,62,726
Microsoft Dynamics 365 Business Central Team Members	30	5,03,904
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Payroll (CoporateServe)	1	7,63,280
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Total Product Cost (A)		1,35,61,154
Less Extra Discount		-8,25,154

Implementation Costs	Net After Discount
Pre-Admission & Counselling	9,28,000
Admission & Registration	
Academics	23,20,000
Examination	23,20,000
Evaluation	
Student Finance	9,28,000
Accounts	
Student Feedback	1,32,000
Discipline Cell	
Hostel	1,32,000
Mess	
Placement	1,32,000
Alumni	
Security	1,32,000
Fleet	
IT Department	Free
Purchase	6,96,000
Stores	
HODs	Free
Management	Free
Faculty	Free
HRMS	Free
Student & Faculty Portals Integeration	10,44,000
Total Implementation Costs (C)	87,64,000
Total Cost of Solution (A+B+C)	2,15,00,000

Notes: In addition, Hamdard University will have a choice to take 3 technicians on site at a price of Rs. 1.25 lakhs per man per month from date of Go Live.

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** Out of total 73 named users, 43 are Essentials and 30 are Team members. Microsoft Licenses are perpetual.

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Terms:

- i) Implementation services upto Go Live date and upto 3 months of respective modules are included in above table. In addition, Jamia Hamdard will have a choice for maintenance, to purchase services of 1 (or more) technicians of CorporateServe at a price of Rs. 1.25 lakhs per man per month. This salary may be increased by 10% per annum and will be payable by the JH on every 30th of the English calendar. This services should be started from 3 months from the date of Go Live as stated above.
- ii) Government taxes and actual out of pocket expenses are extra. Processing charges on license @ 2% is extra.
- iii) For regular updates and upgrade license fee of 16% of license, first year's EP fee is **included** in the above.
- iv) Payment Terms:
 - Upon Signing: 50% on Signing of MOU
 - Upon Mobilisation: 20% in 3 Weeks of Signing of MOU upon Mobilisation of Team
 - Upon Achievement of Milestones: 20% on achievement of milestones as per following table
 - Final Payment: 10% on Go Live of Final last module and on being given a completion certificate by the Hamdard University and after it being duly accepted by the CorporateServe. Such completion certificate shall not be unreasonably delayed or withheld and shall be deemed to have been given if there is no specific actionable adverse comment made by JH in 1 week from completion of milestone and of any specific actionable comments have been made by JH then such certificate shall be deemed to have been given when action has been taken by CorporateServe.

Module\Milestone	FRD	UAT	Amount
Pre-Admission & Counselling	10.00%	10.00%	9,28,000
Admission & Registration			Included
Acemics	10.00%	10.00%	23,20,000
Examination	10.00%	10.00%	23,20,000
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Security	10.00%	10.00%	1,32,000
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Purchase	10.00%	10.00%	6,96,000
Stores			Included
HRMS			FOC
Student & Faculty Portal	10.00%	10.00%	10,44,000
Total	10.00%	10.00%	87,64,000

Note: Since the payments are made in instalments, corresponding taxes will be paid extra along with invoices. Payments would be utilised to first settle software license amounts.

5. **Maintenance:** Service Provider shall, at the choice of Hamdard University, provide technical support services for a period of 3 (Three) years from date of this MOU. During this period, Service Provider shall provide services of UMS maintenance and bugs fixes by way of deployment of 3 resources. Commercial for this extra service are stated in section 4 above. Under this service, service provider shall deploy technical staff to do preventive maintenance for upkeep of the application running during the service period. Service Technical staff deployed by Service Provider under this shall be capable of keeping uptime from 8:00 AM to 9:30 PM and do preventive maintenance during night hours after 10:00 PM but before 7:00AM.
6. **Severability & Entirety:** Each section or clause of this MOU is enforceable independently. This MOU along with its all appendices, constitutes the complete and exclusive statement of the


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Delhi-110062



understanding between the parties, and supersedes all other prior or contemporaneous communications between the parties relating to the subject matter hereof, whether written or oral. Connectivity, firewalls, hardware, any other products or services not explicitly stated to be included in the scope are deemed to be excluded. No purchase order shall add additional terms to or vary the terms of this MOU.

7. **Force Majeure:** Neither party shall be in default or liable for any loss or damage resulting from delays in performance or from failure to perform or comply with terms of the MOU due to any causes beyond its reasonable control, which causes include but are not limited to acts of god, or the public enemy, riots and insurrect, war, accident, fire, strike and other labour difficulties, embargoes, judicial action, lack of or inedibility to obtain necessary labour material, energy components or machinery and acts of civil or military authorities. Any software licenses or services delivered are neither returnable orrefundable.
- 1.1. **Adjudication:** Any confusion or clarification shall be amicably resolved through mutual dialogue, MOU and correspondences within 30 days thereof. However, the legal authority for settlement of any such disputes shall vest within the pecuniary and territorial jurisdiction of the competent courts of New Delhionly.
8. **Miscellaneous:** The section headings and titles of the provisions of all parts of the MOU are for convenience only and do not affect the interpretation of any provisions. Parties are working together on a non-exclusive basis and engagements between the parties will not be interpreted to limit either party's right to purchase or sell products or services from other sources and will not restrict either party's freedom to set prices for its products orservices.

9. **INDEMNITY**

Each Party hereby agrees to indemnify, defend and hold the other Party, its Affiliates, its assignees, its successors, its licensees, its licensors, and its and their officers, directors, employees, and agents (collectively, "Indemnitees") harmless from and against any and all damages or other amounts payable to a third party claimant, as well as any reasonable attorneys' fees and costs of litigation (collectively, "Damages") arising out of or resulting from any negligence, claim, suit, proceeding or cause of action (each, a "Claim") brought by a third party against a Party or Indemnatee based on: (a) breach of any representation or warranty by the Indemnifying Party contained in this MoU, (b) breach of any applicable Law by such Indemnifying Party, or (c) gross negligence or willful misconduct by such Indemnifying Party, its Affiliates, or their respective employees, or agents. Liability of CorporateServe under this clause shall not exceed services fee received by it under this MOU and software license not delivered, if any.

10. **CONFIDENTIALITY AND DATA PROTECTION**

Each Party may have access to information that is confidential to the other Party. As used herein, "Confidential Information" means all confidential and proprietary information of a Party ("Disclosing Party") disclosed to the other Party ("Receiving Party"), whether orally or in writing, that is clearly identified as confidential as well as any information that, based on the circumstances under which it was disclosed, a reasonable person would believe to be confidential, including but not limited to the terms and conditions of this MoU (including pricing and other terms mentioned hereunder), the University Data, business and marketing plans, technology and technical information, product designs, trade secrets and business processes. A Party's Confidential Information shall not include information that (i) is or becomes a part of the public domain through no act or omission of the other Party; (ii) was in the other Party's lawful possession prior to the disclosure and had not been obtained by the other Party either directly or indirectly from the Disclosing Party; (iii) is lawfully disclosed to the other Party by a third party without restriction on disclosure; (iv) is independently developed by the other Party without use of or reference to the other Party's Confidential Information. The Parties agree to use all reasonable care to prevent disclosure of the other Party's Confidential Information to any third


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party. Notwithstanding the foregoing, University acknowledges and agrees that the other party may disclose University's Confidential Information to its employees, consultants, Providers and other third-party providers solely to the extent necessary to provide the Services under this MoU, provided that the CorporateServe has a non-disclosure agreement in place with such third-party provider that protects such Confidential Information against disclosure in a manner no less protective than this MoU. This section constitutes the entire understanding of the Parties and supersedes all prior or contemporaneous agreements, representations or negotiations, whether oral or written, with respect to Confidential Information.

If Receiving Party is compelled by law or legal process to disclose Confidential Information of Disclosing Party, it shall provide Disclosing Party with prompt prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's expense, if Disclosing Party wishes to contest the disclosure.

If Receiving Party discloses (or threatens to disclose) any Confidential Information of Disclosing Party in breach of this Section, Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being acknowledged by the Parties that any other available remedies may be inadequate.

Upon any termination of this MoU, the Receiving Party shall continue to maintain the confidentiality of the Disclosing Party's Confidential Information for 2 (two) years and, upon request, return to the Disclosing Party or destroy (at the Disclosing Party's election) all materials containing such Confidential Information.

11. DATA SECURITY

CorporateServe shall use commercially reasonable efforts to ensure that it maintains industry standards encryption and security measures to prevent any hacking of information pertaining to University Data used while rendering the Services. CorporateServe shall use commercially reasonable measures to ensure that all University Data which is in the possession of and/or hosted, stored by CorporateServe pursuant to this MoU is not lost, damaged, tampered or corrupted or in any manner whatsoever.

CorporateServe hereby undertakes to comply with applicable Data Protection Laws while rendering Services to University and in performing its obligations under this MoU. For the purposes of this MoU, "Data Protection Laws" means all applicable statutes, laws, secondary legislation, regulations and common law duties pertaining to privacy, confidentiality and/or the protection of Personal Data or corporate data in India including, without limitation, Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011 (India) and Information Technology Act, 2000 (IT Act, 2000).

12. TERM AND TERMINATION:

Term of this MoU shall commence on the effective date listed above and shall continue for a period of 03 (Three) years from the Effective Date unless terminated earlier by either of the Parties.

13. **Amendment:** No amendment or variation of this MoU shall be binding or have any effect unless in writing, approved and signed by or on behalf of the Parties to this MoU.

14. That the staff deployed (if any) by the CorporateServe for rendering the above-mentioned services shall be deemed to be the employees of the CorporateServe only and there will be no privity of contract between the Jamia Hamdard and the employees/staff of the etc., engaged by the CorporateServe. That any employee/staff who may, in the opinion of the


Registrar
Jamia Hamdard
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Competent Authority of Jamia Hamdard be found to be of doubtful character, incompetent or is found to be involved in any unlawful or unruly conduct/negligence or misbehaves with other staff/person etc., shall be replaced by the CorporateServe with immediate effect. That the CorporateServe shall at their own costs, employ/deploy personnel/staff, agents etc., to render the aforesaid services. Further the CorporateServe, shall solely be responsible for the timely payment of its staff/employees, and other obligatory benefits under any law/acts for the time being in force, or which may come in force, during currency of the MoU. The Contractor shall comply with all provisions of applicable laws and/or any other acts for which such staff/personnel are subjected to and shall keep Jamia Hamdard indemnified from all such acts, omissions, faults, breaches and/any claims, payments, losses, demands and expenses etc. in connection with such staff/personnel deployed by the CorporateServe.

15. That the CorporateServe shall carry out all the instructions within the meaning and interpretation of this MoU given by the Jamia Hamdard and non-compliance of such instructions may be treated as a breach of this MoU. Any relaxation granted by the Jamia Hamdard shall not in any way prejudice the strict rights of the Jamia Hamdard under this MoU.

16. **Notices:** Any notice under this MOU shall be sent to the following:

To: Jamia Hamdard	To: CorporateServe
Registrar, Jamia Hamdard, Hamdard Nagar, New Delhi-110062, e-mail: registrar@jamiahamdard.ac.in	Mr. Vinay Vohra, CorporateServe Solutions Pvt. Ltd. 408, Udyog Vihar, Phase-IV, Gurugram-122015 and e-mail to vinay.vohra@corporateserve.com

We have read and understood the terms and conditions of the aforesaid MOU to the fullest of its words and spirits; and thus, signed and stamped the MOU herein as under to be abided by the same.

For and on Behalf of
Jamia Hamdard

[Signature]
Registrar
Jamia Hamdard
(Deemed University)
Hamdard Nagar
New Delhi-110062

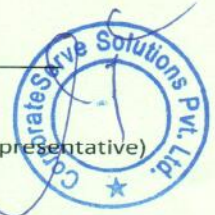
S.S. Akhtar

(Registrar & Authorised Representative)

For and on Behalf of

M/s CorporateServe Solutions Private Limited

[Signature]
Vinay Vohra
(Chief Executive Officer & Authorised Representative)



WITNESSES:

1. *[Signature]*
Finance Officer
Jamia Hamdard
(Deemed University)
New Delhi-110062

2. *[Signature]*
09/06/21

Enclosure: Annexure 1

WITNESSES:

1. *[Signature]*
Manjeet Kumar

2.