RIMFLSD,,LW,DLW,D C.Ma;d/S,D;E

ConfidentialD,.FEWMDE;WM- 1 -

45Ref: DIPL/OJBMS/nas/sa/sdasd/asdasdsad dfadsfDF

Dear WEFC,

Greetings from Team ORNATE!

At the very onset, I take this opportunity to thank you for the interest shown in

ORNATE – the software trusted by leading jewellers.

ORNATE solutions are being used by more than 5000+ jewellers across 27 states of

India. By using ORNATE, your organization can benefit from the best practices being

used by some of the leading jewellers of the country.

Ornate range of solutions include:

-Ornate Standard and

-Ornate NX

Both the solutions have been developed on Microsoft .NET platform and SQL

database.

Based on your requirement, we are pleased to give the proposal for Ornate

Standard.

ORNATE – Standard (Lite):

This takes care of basic functionality which includes:

Stock / Inventory Management, Sales Management, Purchase Management, Approval

Management, Customer Management, Artisan / Goldsmith Management (or Karigar

diary), Accounting (up to Trial Balance) and Outstanding (in Metal and Currency) etc.

Tagging of counter stock for generating item-wise stock from laser printer is possible.

Using barcode on laser printer is cost effective and the process of stock reconciliation

as well as process of billing becomes faster.

All the business requirements of Wholesale business and general requirements of

Retail business for Gold/Silver/Studded items are covered. Clients can generate

Balance Sheet and Profit and Loss account either manually or through other third-

party accounting software.

ORNATE – Standard (Regular):

ORNATE Standard includes ALL the features of ORNATE Standard (Lite) – PLUS order

and repair management. In addition, Balance Sheet and Profit and Loss account, End

of year Stock valuation and GST/TDS/TCS calculations can be managed in this

version.

The other functionalities that can be added as and when (and if) required are as

under:

-Weighing scale attachment;

-Image wise stock management, Cataloguing and Quotation functionality;

-Additional Android Tablet users for Estimation through Wi-Fi;

-Additional PC users in LAN

RIMFLSD,,LW,DLW,D C.Ma;d/S,D;E

ConfidentialD,.FEWMDE;WM- 2 -

-User-wise Security rights management

-Travelling App (for salesmen – who physically carry items during their sales

calls (to sell to retailers) [Cloud setup is compulsory / mandatory]

ORNATE Standard version is available through our online model, where the

installation, training and support are carried out through internet / telephone. A

standard on-line training program is offered to any one member as a part of this plan

and once training is over, both telephonic as well as on-line (based on request)

support is included for the period of one year from the date of order without any

extra cost.

Commercial Offer

DescriptionAmount in

Rs.

ORNATE – Standard Lite version (Accounting up to Trial Balance,

Stock management for Gold/Silver/Studded items, Barcode

Tagging\*, Artisan Management, Sales/Purchase, Approvals and

Wholesale / Karigar entries), SMS module\*\*

# 40000/-

ORNATE – Standard Regular version (Accounting up to Balance

Sheet and Profit/Loss account, End of year stock valuation,

GST/TDS/TCS and all statutory requirements, Stock management

for Gold/Silver/Studded items, Bar-code Tagging\*, Artisan

Management, Sales / Purchase / Order management, Approvals,

Wholesale / Karigar entries and SMS module\*\*

# 60000/-

Optional – User-wise Security rights management40000/-

Optional – Image wise stock management, Cataloging and

Quotation functionality

# 15000/-

Optional – Additional PC / disk-less nodes in LAN (per user)10000/-

Optional – Additional users for generating Estimates /

challans on Android tab (per user)

# 10000/-

Optional – Weighing scale attachment\*\*\*15000/-

Optional – ORNATE Zip App for owners – per Android device

# 15000/-

Optional - RFID Integration\*\*\*\*1,00,000/-

RIMFLSD,,LW,DLW,D C.Ma;d/S,D;E

ConfidentialD,.FEWMDE;WM- 3 -

Optional – Travelling Module (including 5 Tab users) \*\*\*\*\*25000/-

(Special

launch price)

Taxes are extra, as applicable.

### \* Barcode printing using Laser printer or Barcode printers like – Zebra GS420T / TLP244 / Argox or any

barcode printer – whose drivers and setup are available and installed in PC/Laptop.

\*\* SMS pack can be bought from any third-party SMS service provider.

\*\*\* The weighing scale should have facility to get connected to PC / Laptop & weight should get displayed

on Notepad (the same should be with dual port – one for laptop/PC & another for weight display)

\*\*\*\* ORNATE Standard can be integrated with IRYS RFID and the module will be available @

Rs.1,00,000/- plus taxes, per location. If any other vendor is selected, then the charges will be

approx. Rs.5,00,000/- plus taxes, per location.

\*\*\*\*\* Third party or own cloud setup is compulsory / mandatory

The recommended hardware includes:

### - Intel i5 Quad core (or higher) Processor with 15MB Cache memory; 3.00 GHz or higher base

frequency

### - 1 x 8 GB RAM up to 2-3 users (Upgradable to 16 GB) and 500 GB SSD Hard-disk; Windows 10

(with latest service pack)

Annual Maintenance Charges (AMC):

AMC is compulsory and currently, AMC is applicable @ 20% of the actual list prices

plus applicable taxes on yearly basis after completion of one year. These rates may

change in future – as per company policy – due to factors like inflation, cost of

operations, facilities, etc.

Regular payment of AMC will ensure:

-Usage of product in

-Regular upgrades

-Online support

-Helpline telephonic support

Re-Training charges: One-time Training is provided when a client buys the ORNATE

solution. Re-training in ORNATE for new operators involves re-deployment of

manpower to the same project and it involves repetition of work. The same is

chargeable @ Rs.5000/- plus GST.

Customization charges: It is strongly recommended that all customers use the

default / standard formats that are already available in the software. However, if

Sales / Purchase / Order / Issue/receipt voucher formats need to be customized,

then the same will be done once within 30 days of software installation. Thereafter, if

any format has to be modified or to be redone, then the same will be charged extra.

The charges will be Rs.2000/- plus taxes for new format and Rs.1000/- plus taxes for

minor changes in existing format. A minor change is defined as a change where

there are not more than 5 changes (like addition of text / name / logo / colour / size

of voucher). If any new field has to be added, then the same will be considered as

new format.

RIMFLSD,,LW,DLW,D C.Ma;d/S,D;E

ConfidentialD,.FEWMDE;WM- 4 -

Note: For any change in the pre-defined voucher/label/barcode format, the charges

will be applicable @ Rs.1000/- plus taxes per format. If a new voucher/label/barcode

has to be developed, then the charges will be @ Rs.2000/- plus taxes per format. If

there is any NEW report, then the charges will be @ Rs.4000/- plus taxes (for upto 5

inputs) and will be @ Rs.8000/- plus taxes for every additional block of more than 5

inputs.

# ALL PRICES ARE EXCLUSIVE OF ALL APPLICABLE TAXES

Specific Terms and Conditions for ORNATE Standard Plan:

Installation and Training Man-Day Charges:

The entire training/support will be provided through online internet based remote

desktop technology. Clients will be required to have 2MBPS broadband internet

connection, head-phone with mike and licensed anti-virus software. Once the training

session starts, the training will be completed as per the schedule given. If there is

any break in the training sessions, the same will not be repeated. The training will

commence within 1-2 weeks on intimating the Coordinator (Support) by mailing us

on support@ornatesoftware.com.

Before the training starts, the clients will have to keep the following data ready as

under:

Last year’s final audited/unaudited reports viz., trading / manufacturing a/c,

P&L a/c and balance sheet

Stock Statement (Both counter and vault)

Training will be provided to any one responsible person (who would have basic

knowledge of jewellery accounting / stock-keeping and computers) designated by the

client. If the training program needs to be repeated, then the same will be

chargeable @ Rs.5000/- plus tax.

Warranty:

90-day warranty from the date of invoice on bugs/errors will be provided. Upgrades

within the same family series (ORNATE Standard series) will be provided free during

the warranty period.

General Terms and Conditions:

The above prices are exclusive of Goods and Service tax @ 18%. Please note,

government levies and taxes shall be applicable as per the laws / rules and

regulations prevalent at the time of delivery and execution of the contract for the

software. All other local taxes and duties like Octroi will be extra, if applicable.

The product will be available through one license/PIN number.

The prices quoted are for the ORNATE software only and no hardware items are

included.

On completion of warranty, AMC will be applicable @ 20% of the actual list prices

plus applicable taxes on yearly basis. Payment of AMC will ensure continual usage of

the product with regular upgrades.

For LAN Configuration:

RIMFLSD,,LW,DLW,D C.Ma;d/S,D;E

ConfidentialD,.FEWMDE;WM- 5 -

For LAN SERVER, we recommend usage of Windows 2008/2012 Server with 4GB

RAM, 300 GB Hard-disk with XEON processor. For nodes, requirements will be same

as single PC configuration with connection with server through remote desktop for

efficient and faster speed. As per the policies defined by Microsoft, for using Remote

desktop (RDP), CAL license(s) will have to be bought – as and when required. Simple

peer to peer LAN environment will have to be AVOIDED. Data switch with 1000 MBPS

speed. CAT-5 or above types of wiring with company fitted crimping.

Important Note:

Internal security camera’s should not be connected to the PC’s which are running

ORNATE. Also, it is strongly recommended that different network or LAN connection

is used for security Camera and for ORNATE.

The recommended Barcode printers are: ZEBRA / ARGOX / SATO / GODAX and

DATAMAX. If any other barcode printer is used along with ORNATE, then the charges

for set-up will be Rs.5000/-. Besides, for all barcode printers, the barcode printer

driver MUST be available with the customer. If the same is not available, then D’Soft

Infotech Pvt. Ltd. will NOT be able to support such printers. Further, the printer has

to be installed in local PC / LAN by the customer / hardware vendor.

For Static ip Configuration:

Customers using static ip should note that the setup related to static ip will be the

responsibility of the hardware vendor. Local print setup configuration will also have to

be done by the hardware vendor only.

Data validation:

The software provided by D’Soft Infotech Pvt. Ltd. has been tested and is of highest

quality. D’Soft Infotech Pvt. Ltd. will not have any control on input of data, which

shall be done by the operator / accountant of your company / showroom. D’Soft

Infotech Pvt. Ltd. will not be responsible for any discrepancy in reports arising out of

tallying of manual and ORNATE generated reports. Such services, if required, will be

available at additional cost, which will be dependent on the availability of

manpower and the extent of work required to be carried out.

Payment Terms:

100% Advance along with Purchase Order. Payment may be deposited in HDFC bank

a/c no. A/C NO. 01012560004664, NEFT/IFSC code is HDFC0000101 (Dr.

Yagnik road branch, Rajkot).

Refund Policy:

All orders are accepted only after either demonstration is seen and approved by

clients OR the client has either seen the product directly at another ORNATE user OR

has taken reference from some other ORNATE user directly. If for any reason, client

decides to cancel the order, following refund policy will be applicable:

-90% refund (without taxes), if order is cancelled within 6 calendar days of

placing the order.

-70% refund (without taxes), if order is cancelled before Installation / training

-50% refund (without taxes), if order is cancelled within 30 days of

installation/training

-No refund, if order is cancelled after 30 days of installation/training.

Responsibilities of the Customer:

RIMFLSD,,LW,DLW,D C.Ma;d/S,D;E

ConfidentialD,.FEWMDE;WM- 6 -

Appointment of Full-time Operator / Accountant:

It is advisable for the customer that a full-time, qualified Operator / Accountant is

available at your company / showroom to look after the operation of the software

and proper upkeep of the hardware / networking etc. He will be trained on Ornate by

D’Soft Infotech Pvt. Ltd. Infotech Pvt. Ltd. and the person will be required to train his

sub-ordinates. He will be solely responsible for any communication with the any. He

will have to ensure that the users of the ORNATE software are available whenever

the personnel from D’Soft Infotech Pvt. Ltd. are visiting your company / showroom.

If the end-users are not available, then the personnel from D’Soft Infotech Pvt. Ltd.

reserves the right to cancel training or service request or charge the customer

accordingly.

Availability of Licensed software:

It will be the responsibility of the customer to ensure that all the software used by

the customer are original and are sourced from the respective authorized persons /

companies. For all barcode printers, the necessary printer drivers MUST be available.

Availability of online / updated anti-virus software and backups:

It would be the responsibility of the customer to have online / updated anti-virus

software and keep cleaning the drives from time-to-time. Besides, proper backups

like power backup (UPS / Stabilizers) are made available. Also, proper system of

maintaining back-up of the data should be followed.

Passwords:

It would be the responsibility of the customer to ensure that the password, where

provided, is kept secret and not disclosed to anyone and to change the password

immediately after installation. The customer shall not part with the password with

anyone and D’Soft Infotech Pvt. Ltd. shall not be held liable for the misuse of the

same.

Under no circumstances shall D’Soft Infotech Pvt. Ltd. be liable for any direct,

indirect, incidental, special, punitive or consequential damages that result in any way

from customer’s use of or inability to use the service or access the software or any

part thereof or that result from mistakes, omissions, interruption, deletion of files,

errors, defects, delays in operation or failure of performance.

Other terms and conditions:

Employee Poaching:

As a policy, D’Soft Infotech Pvt. Ltd. will refrain from recruiting any employees of

customers. Even while dealing with all the staff members of customers, D’Soft

Infotech Pvt. Ltd. will follow ethical business practices which will never influence /

force anyone to take irrational decisions favoring anyone.

At the same time, D’Soft Infotech Pvt. Ltd. also expects all our customers to follow

ethical business practices in which the customers can neither offer (direct / indirect)

recruitment in their own or other group companies nor can they deploy their services

by offering tangible / intangible incentives for carrying out any work / assignment

pertaining to the software / system. If any such incident comes to the knowledge of

the management of D’Soft Infotech Pvt. Ltd., then the management of D’Soft

Infotech Pvt. Ltd., reserves the right to stop upgrades / support and other services to

the customer.

RIMFLSD,,LW,DLW,D C.Ma;d/S,D;E

ConfidentialD,.FEWMDE;WM- 7 -

Force Majeure:

If at anytime, during the continuance of implementation / training / services, the

performance in whole or part, of any obligation under it shall be prevented or

delayed by reason of war, hostility, acts of the public enemy, civil commotion,

sabotage, fire, flood, explosion, epidemic, quarantine restriction, strikes, lock-out or

act of God etc., the customer shall not have any claim for damages against D’Soft

Infotech Pvt. Ltd. in respect of such non-performance or delay in performance of

services.

Disputes:

If any dispute arising out of these terms and conditions require intervention and/or

adjudication by courts, then the courts located within the limits of Rajkot will alone

have jurisdiction and jurisdiction of other courts are hereby excluded.

Disclaimer:

While every efforts is made by D’Soft Infotech Pvt. Ltd. to provide highest quality of

software product and services to the customer, the customer acknowledges that the

performance is entirely dependent on external factors like the type of hardware,

printers, networking, performance of anti-virus, availability of internet connection

and other original third party software like Operating System, gotomypc.com, etc.

Besides, the quality of input of the data which plays a major part in the tallying of

reports (like stock / balance sheet etc.) are all beyond the control and purview of

D’Soft Infotech Pvt. Ltd. Hence, D’Soft Infotech Pvt. Ltd. shall in no event be

responsible to the customer for any inconvenience, damage or loss that may be

caused to any one or of any kind arising there from. Though all efforts to provide an

bug-free software will be made, D’Soft Infotech Pvt. Ltd. will not be responsible for

any discrepancy in data / reports arising out of software bug. It is in the interest of

the customer that he/she verifies the results computed by software of the data from

time to time. Although, D’Soft Infotech Pvt. Ltd. has taken all possible care to ensure

that there are no computational errors or bugs, still, however, to verify the

correctness of all reports generated by the software will be the sole responsibility of

the subscriber or any person in charge of the computer resource and he will have no

recourse to proceed legally against either the Manufacturer or supplier of this

product.

Intellectual Property Rights:

The IPR for ORNATE belongs to D’Soft Infotech Pvt. Ltd. Customer will comply with

all the terms and conditions of all end user license agreements accompanying any

software or plug-ins to such software distributed or used in connection with the

service including, without limitation, the ORNATE End User License Software

Agreement (EULA), as these agreements may be amended from time to time.

Validity:

This proposal is valid up to 45.

Hope you find the above is in line with your expectations. Feel free to contact me for

any information / clarification required from our side.

Thanking you and looking forward to your valued order.

Warm regards,

# DC, VASD.FM;R,F;A,;,V

RIMFLSD,,LW,DLW,D C.Ma;d/S,D;E

ConfidentialD,.FEWMDE;WM- 8 -

Team Ornate

D’Soft Infotech Pvt. Ltd.,

India

# D;CMA;SCWMFWMAF;CD,LCWQE