

12/10/09

Sound Wizard
Acoustics & Pro-audio
Shakti Area 9, Auroville 605 101 (via Pondicherry), Tamil Nadu, INDIA
Phone +91 (0) 413 2622 659. -480. -482 <http://www.soundwizard.net>

To:

Kalakshetra Foundation - Rukmani Devi College of Fine Arts
Kalakshetra Road, Thiruvanmiyur
600 041 Chennai
Tamil Nadu, INDIA

Date: 09 October, 2009

Subject: Responsibility for equipment specification compliance and installation.

Dear Ms. Leela Samson,

Sound Wizard will be responsible to aid the Kalakshetra Foundation to ensure that all audio video equipment for the renovation of the auditorium is supplied and installed as our specifications.

Our support will cover:

- Receipt of materials as per the specification
- Inspection of quality and condition of the equipments
- Confirmation of quantity
- Testing and certification of equipment
- Supporting installation for all the acoustical works
- Supervision for all audio video equipment installation
- Technical supervisor may be deputed for checking level
- Certification of payment to the supplier/agency/contractor

Equipment supply order should be placed directly to the agencies after discussing the payment conditions and mode of the despatch / delivery of materials to your site.

At your service for any clarification.

Sincerely,

For Sound Wizard



Kumbha Young Grenier

(1)

For Telex products, Digital Projector Design products and Draper products, we could not get competitive quotations. However, due to urgency of the work (this work has to be completed before the start of December festival), and the suppliers for other products have been identified, we may go for the supply for these products under the rates given by them, if approved please.

If approved, the suppliers quoted 'L 1' rates for the different products identified by BEC may be approved for issue of supply orders, terms and conditions specified therein.

Administrative approval may please be given for Rs.2.20 crores (Rupees two crore and twenty lakh only) for supply of these products initially. The detail for this administrative approval is given in Annexure II.

The working committee, after viewing the presentation made of various consultants, nominated Sri Ravi Nilakanta as a Consultant Architect for this job. The sound proofing (Acoustic Panel fixing) work will be undertaken through the contractor after obtaining the Bill of Quantities (BOQ) and specification from the consultant.

BEC also includes some sound proofing work, consulting charges and implementation of works to be done to give an inside view of the total amount involved for this work. However, along with sound equipment work, sound proofing works also to be taken side by side in consultation with M/s.Sound Wizard with the reputed contractors in the same field as identified by the consultant .

General terms and conditions to be attached to the supply order to be given are also placed below for approval please.


DIRECTOR 25/10'09



P.T.Krishnan 6/11/09




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kalakshetra

F O U N D A T I O N

C:\2009-2010\IV.Director\2.Official\Works.doc

31 October 2009

Sub: Up gradation of Sound system in Koothambalam - Reg

During the 32nd Governing Board meeting held on 7th April 2009, civil works an Advisory Committee was formed to advise the Director in finalizing various contracts towards works undertaken by Kalakshetra foundation during coming years.


One of the major works, which was highlighted by the Secretary, Ministry of Culture, and New Delhi during the visit to Kalakshetra in September 2009, is up gradation of Sound equipment in Koothambalam. For executing this work, simultaneously along with working committee, M/s. Sound Wizard, an expert in sound equipment installations was also engaged as a expert advisor for this project. The selection of Sound Wizard as an expert advisor for the procurement of this equipment was also made a mention to the Governing Board.

For supply of Audio equipments in Koothambalam, Sound Wizard the technical experts has obtained various quotations for the materials required for the job. Based on the quotations received, we have now formalized Bid Evaluation Criteria (BEC) for supply of audio equipments to Koothambalam. From the BEC, it is proposed to issue supply orders to suppliers whose quotation is 'L 1' and who have been certified by M/s. Sound Wizard as the best supplier for the job at the rates specified in the BEC.

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Founder : Smt. Rukmini Devi Chairman : Justice Sri S. Mohan *Former Judge Supreme Court*
Director : Ms Leela Samson Member Secretary : Sri R.V. Ramani *Governing Board*

(3)



Kalakshetra Foundation Thiruvanmiyur Chennai 600 041
Tel: 0091-(0)44-2452 0836 / 4057 / 1844 Fax : 0091-(0)44-2452 4359
Email : info@kalakshetra.in Website : www.kalakshetra.in

Dear Leila, (4)

I have spoken to your CAO.
He will have the LI. suppliers
agree to the delivery location,
Insurance + final payment
after inspection and confirm
the same to them in a
separate letter.

The note has been signed.
With kind regards.

P. J.

6.10.09

(4)

	DESCRIPTION OF WORK AND MATERIALS	NAME OF THE SUPPLIERS	QUOTED VALUE In Rs.	POSITION	TOTAL COST AWARDED - L 1
7	For Telex Products	M/ s.Sasi Enterprises-Chennai.94	293370.75		293370.75
8	For Projection Design - Projectors	M/ s. Projection Design Products Norway country 21400 USD \$ @Rs.45/USD	963000.00		963000.00
9	For Draper products	M/ s. Office 2000 solutions pvt ltd, Guindy -Chennai 32.	463550.00		463550.00
10	For sound proofing work		1500000.00		1500000.00
11	Consultant charges		250372.00		250372.00
12	Implementation works to be done on site		12,64,125.00		1264125.00
13	Unforeseen items				1630000.00
14	Miscellaneous and Overheads				2789500.00
			Total	In Rupees	2,20,00,000.00

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	DESCRIPTION OF WORK AND MATERIALS	NAME OF THE SUPPLIERS	QUOTED VALUE In Rs.	POSITION	TOTAL COST AWARDED - L1
4	For Denon & Pioneer Products	M/s.RIVERA International-Mumbai. 4	189187.50	L 1	189187.50
		M/s.Thump - Mumbai .18	200496.88	L 2	
		M/s.Audio control - Navi Mumbai.703	206082.50	L 3	
5	For Samson & Alesis Products	M/s.Pro Musicals- Chennai .8	228685.00	L 1	228685.00
		M/s.i Media international - Chennai.8	240110.00	L 2	
		M/s.Susan Electronics-Chennai.8	254080.00	L 3	
6	For Cabling products	M/s.Sun Media Ventures Pvt ltd, Mumbai101	762651.00	L 1	762651.00
		M/s.Frontiertech consultancy - Thane.603	843138.00	L 2	
		M/s.Envoy Marketing and Distributors-Mumbai 28.	900547.00	L 3	

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BID EVALUATION CRITERIA (BEC) FOR SOUND EQUIPMENT IN KOOTHAMBALAM

DESCRIPTION OF WORK AND MATERIALS	NAME OF THE SUPPLIERS	QUOTED VALUE in Rs.	POSITION	TOTAL COST AWARDED – L1
1 Supplying of EAW & Audix products	M/s.Aditya InfoTech – Chennai .15	6186336.00	L 1	6186336.00
	M/s.Sriram Studio – Chennai 26	7159260.00	L 2	
	M/s.Proserve Business – Chennai.83	7476100.00	L 3	
2 For Digidesign products	M/s.Anasta computers – Bangalore.	3353951.25	L 1	3353951.25
	M/s.Audio Care – Chennai.116	3699292.50	L 2	
	M/s.Media Link Concepts – Chennai.26	3857625.00	L 3	
3 For supplying of QSC Products	M/s.MRH Digital systems-Mumbai. 7	844771.50	L 1	844771.50
	M/s.Calibre –Mumbai. 7	862425.00	L 2	
	M/s.Ankur electronics – Mumbai. 34	874912.50	L 3	

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Line 3: (44) 23 74 37 69
Fax: (44) 23 74 37 69
M1 name: Bala raman
Mobile 1: (0) 94 443 86 661
Email 1: dhayalvr@vsnl.com

- Projection Design for Projection Design products

First Name: Ashok Sharma
Company: Projectiondesign
: Habornveien 53 / N-1630 Gamle Fredrikstad /
Norway
Line 1: (+47) 69 30 45 50
Fax: (+47) 69 30 45 80
M1 name: Ashok Sharma
Mobile 1: (0) 98 206 10 670
Email 1: ashok.sharma@projectiondesign.com

- Office 2000 Solutions for Draper products

First Name: Kamalakkannan / Azharuddin
Company: Office 2000 Solutions Pvt Ltd
: # 16, 19 & 20 - Block II / SIDCO Electronic Complex /
Guindy Industrial Estate /
600 032 Chennai, Tamilnadu
Line 1: (44) 22 50 07 74
Line 2: (44) 22 50 04 99
Line 3: (44) 45 53 22 80
Fax: (44) 22 50 05 50
M1 name: Kamal
Mobile 1: (0) 95 000 20 057
M2 name: Azharuddin
Mobile 2: (0) 95 000 20 053
Email 3: rekha@office2000.com
Email 1: kamal@office-2000.com
Email 2: azhar@office-2000.com

rekha@office-2000.com

Should you require more informations, please feel free to call us.

Best regards,



Didier Weiss

Sound Wizard
Pro Audio Acoustic Design

Shakti Area 9
Auroville 605 101 (Via Pondicherry)
Tamil Nadu, India
Phone (0) 413 262 26 59
Phone (0) 413 262 24 80

www.soundwizard.net

SOUND WIZARD
Shakti-Auroville 605 101
Tamil Nadu-India
Tel : 0413 2622659 Fax : 0413 2623410
Email : soundwiz@auroville.org.in
Website : www.soundwizard.net

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Line 1: (80) 41 20 05 71
Line 2: (80) 41 20 05 72
Line 3: (80) 41 20 05 73
Fax: (80) 41 20 05 74
M1 name: Poncho
Mobile 1: (0) 93 437 71 035

- Rivera International for Denon & Pioneer products

First Name: Prasad Patil
Company: Rivera International
: # 7-397A-1B / Mangaldas House / Naaz Cinema Compound /
Lamington Road /
400 004 Mumbai, Maharashtra
Line 1: (22) 23 80 05 55
Fax: (22) 23 86 23 42
Mobile 1: (0) 93 225 32 349
Email 1: ppatils@gmail.com

- Promusicals for Samson & Alesis products

First Name: Apollo
Company: Pro Musicals - Apollo
: # 25 - Casa Major Road / Egmore /
600 008 Chennai, Tamil Nadu
Line 1: (44) 28 19 36 07
Line 2: (44) 28 19 34 45
Fax: (44) 28 19 38 23
M1 name: Apollo
Mobile 1: (0) 98 843 04 426
Email 1: apollo_promusic@vsnl.net

- Sun Media Ventures for cabling products

First Name: Umesh Ramdas Bhagwat
Company: SUN Media Ventures Ltd
: Flat no:1 - Ground Floor / Krishna Kunj / Ashok Nagar /
Cross Road No: 3 / Kandivli (East) /
400 101 Mumbai, Maharashtra
Line 1: (22) 28 84 37 72
Line 2: (22) 28 85 41 17
Fax: (22) 28 84 15 90
M1 name: Umesh
Mobile 1: (0) 98 210 38 990
M2 name: Peter
Mobile 2: (0) 98 214 36 550
Email 1: sunmedia@vsnl.com
Email 2: sunmedia.umesh@gmail.com

- Sassi Enterprises for Telex products

First Name: BalaRaman
Company: Sassi Enterprises
: New No: 90 - (Old No: 149) / "Nelson Plaza" /
Nelson Manickam Road / Choolaimedu /
600 094. Chennai, Tamilnadu
Line 1: (44) 23 74 67 61
Line 2: (44) 23 74 66 61

(9)

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Sound Wizard

Acoustics & Pro-audio

Auroville, Oct 13th, 2009

Dear Sir, dear Madam,

As requested by you, we recommend the following parties to supply audio equipment for your main auditorium upgrade:

- Aditya Infotech for EAW & Audix products

First Name: Dhruv Datta
Company: Aditya Infotech Ltd
: #12-13 & 15-A - Janki Centre / 29 - Shah Industrial Estate /
Off. Veera desai road / Andheri (west) /
400 053 Mumbai
Line 1: (22) 26 74 15 95
Line 2: (22) 26 74 15 96
Line 3: (22) 26 74 15 98
Fax: (22) 26 74 15 00
M1 name: Dhruv Datta
Mobile 1: (0) 93 218 94 353
Email 1: dhruv_datta@adityagroup.com

- Ansata Computers for Digidesign products

First Name: Leslie J.Lean
Company: Ansata
: # 53 - C.K. Garden / Wheeler Road Extn /
560 084. Bengalooru, Karnataka
Line 1: (80) 25 46 51 44
Line 2: (80) 25 46 46 55
Fax: (80) 25 47 94 94
M1 name: Leslie
Mobile 1: (0) 99 003 17 537
Email 1: leslie.lean@ansata.net

- MRH Digital for QSC products

Last Name: QSC Business Head
First Name: Poncho (S. Gopinadhan)
Company: MRH Digital System Pvt. Ltd
: Skanda Krupa / # 191- 1st Cross / 38th Main /
BOOHBCS / BTM Layout II Stage /
560 068 Bengalooru, Karnataka

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ANSATA

Terms and Conditions:

1. VAT will be charged extra @ 12.5%
2. Payment terms: 100% payment along with order.
3. Delivery: 4 to 6 weeks of clean order with advance payment.
4. Validity: This offer is valid for 60 days from this date
5. Warranty: One year from the date of Invoice.
6. Computer required for recording/playback is not included in this offer.

Hope you will find our offer attractive and look forward to your valuable order.

Thank you.

Yours faithfully,
For Ansata Computer Systems Pvt. Ltd.



Leslie J. Lean
Director

Who will install? 6/14 (11)

For SOUND WIZARD

Executive

(11)

17/33
20

DP 24/7

12

5/14

Ref. No. ACS/2015
22 July, 2009

Supply only

Ms. Leela Samson
Director
Kalakshetra Foundation
Thiruvanmiyur
Chennai - 600 041

Ref: Your Letter No. C:\2009-2010\V. Admin\2. Engineering\i.Plan\d.Sound system\Koothambalam.doc dated 3 July, 2009.

Sub: Digital Mixing Console - Mix Rack System with 18 Track Recording.

Dear Madam,

We are in receipt of your letter requesting for an offer for your above requirement and thank you very much for the same. We take please in making our offer for Digidesign VENUE Digital Mixing System as below.

VENUE Mix Rack System with 18 Track Recording

**Price in INR
2,981,290/-**

Mix Rack System include the following VENUE components.

- o D-Show Profile console
- o Mix Rack (48 mic/line inputs, 16 analog line outputs)
- o with two DSP Mix Engnie Cards
- o D-Show® software
- o VENUEPack 3.0 plug-ins
- o Video monitor mounting bracket (monitor not included)
- o Trackball mounting bracket (trackball not included)
- o iLok USB Smart Key (preauthorized with all VENUEPack and factory-installed plug-ins)
- o All necessary cables and user guides
- o FWx Fire Wire Record and Playback -18 track recording in Pro Tools.

Is any supply structure required?

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For SOUND WIZARD

Executive

16/33/30

supply - reg

from Works kalakshetra <works@kalakshetra.in>
to leslie.lean@ansata.net
date Fri, Nov 6, 2009 at 3:47 PM
subject supply - reg
mailed-by kalakshetra.in

[hide details](#) 3:47 PM (3 ho

Ref: your quotation No. ACS/2015 Dated 22 July.2009

This is in continuation of your quotation for supply of VENUE Mix Rack System with 18 Track Recordir Kalakshetra Foundation and our tele talk to-day seeking your confirmation for certain issues on this.

Kalakshetra Foundation being a central government organization had to follow procedures laid down b India. Accordingly the following stipulations are proposed before the supply order is formally issued:

i. Generally, no advance payment will be given. If required, the conditions laid down in General Financial Rule
ii. The materials should be delivered at our premises (door delivery) and materials should be covered with Ins Kalakshetra Foundation/Chennai. The material delivered should be in original packing WITHOUT tampering w manufacturer's packing and in good condition.

iii. The final payment will be disbursed after the material is approved and certified by the consultant - M/s.Sou

Please convey your concurrence to the above by return email to this office immediately
Kalakshetra.

13

**supply - reg**

Inbox X

from **Leslie Lean** <leslie.lean@ansata.net>
reply-to **Leslie Lean** <leslie.lean@ansata.net>
to **Works kalakshetra** <works@kalakshetra.in>
date Sun, Nov 8, 2009 at 7:36 PM
subject Re: supply - reg

[hide details](#) 7:36 PM (17 ho

Dear Sir/Madam,

Thank you for considering our offer and for your communication in this regard.

1. As a very special case we are willing to revise the payment terms as 25% advance payment with the pr balance 75% against delivery, approval and certification by your consultant. Kindly let us know if this is ac
2. The material in good condition and in original packing will be delivered to your premises. All expenses i insurance will be met by us.

We look forward to your valuable order.

Best regards,

Leslie Lean
Director
Ansata Computer Systems Pvt. Ltd.
53 CK Garden, Wheeler Road Extn.,
Bangalore - 560 084, India
Ph: +91-80-25465144 Fax: +91-80-25479494
Mobile: +91-9900-317537

(14)

from **Works kalakshetra** <works@kalakshetra.in>

[hide details](#)

to Leslie Lean <leslie.lean@ansata.net>
date Mon, Nov 9, 2009 at 3:12 PM
subject Re: supply - reg
mailed-by kalakshetra.in

Sir,

Well, replied and communicated. we are happy to release the supply order along with 25% advance payment bank guarantee for the same amount valid till delivery of the materials please.

Kindly reply immediately for further action please.

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16

from Leslie Lean <leslie.lean@ansata.net>

[hide details](#)

reply-to Leslie Lean <leslie.lean@ansata.net>
to Works kalakshetra <works@kalakshetra.in>
date Mon, Nov 9, 2009 at 5:01 PM
subject Re: supply - reg

Dear Sir/Madam,

Kindly release the purchase order. We will arrange for the Bank Guarantee before collecting advance pay

Best regards,

Leslie Lean

----- Original Message -----

From: Works kalakshetra

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C:\ 2009-2010\V.Admin\2. Engineering\i.Plan\d.Sound systems\koothambalam.doc	09 November 2009
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Sub: Up gradation of Sound system in Koothambalam – supply order – Reg.

Ref: Work committee approval dated 6.11.2009
M/s.Ansata Computer Systems Private Limited Email dated 9.11.2009. - *Rs. 29,81,290/-*

Based on the approval by the Works Committee and further clarification obtained from the M/s.Ansata Computers Systems Private Limited email dated 09.11.2009, the supply order to be placed on the supplier is put up below for approval.

As per supply order condition, 25% of the ^{amount is} supply order for Rs. 7, 45,300/- **has to be paid to the supplier, subject to producing the Bank guarantee by him.**

Supply order for the same may be approved and sanction for the payment of advance may please be approved please.

[Signature]
EO

[Signature]
AO
[Signature]
10-11-09

[Signature]
CAO

[Signature]
10/11/09
DIRECTOR

18

Leslie Lean to me

[show detail](#)

Dear Mr. Rajagopalan,

Thank you for your mail with copy of the Purchase order.
We are processing your order and working on the Bank Guarantee required by you.

Best regards,

Leslie

- Show quoted text -

[Reply](#)

[Forward](#)

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Ti Sarke (S)

2) We, ANDHRA BANK, COOKE TOWN BRANCH, BANGALORE - 560084 do hereby undertake to pay the amount to M/S KALAKSHETRA FOUNDATION, THIRUVANMIYUR, CHENNAI - 600 041 if M/S. ANSATA COMPUTER SYSTEMS PVT. LTD failed to supply the products as per Purchase Order to M/S KALAKSHETRA FOUNDATION. However, liability under this guarantee shall be restricted to an amount not exceeding **Rs.7,45,300.00** (Rupees Seven Lakhs Forty Five Thousand Three Hundred Only)

3) We, ANDHRA BANK, COOKE TOWN BRANCH, BANGALORE - 560084 further agree that the guarantee herein contained shall remain in full force and effect for a period of **3 months**. Unless a demand or claim under this guarantee is made on us in writing on or before 13th Feb. 2010. We shall be discharged from all the liabilities under the guarantee thereafter.

4) We ANDHRA BANK COOKE TOWN BRANCH, BANGALORE - 560084 lastly undertake not to revoke this guarantee during its currency except with the previous consent of M/S ANSATA COMPUTER SYSTEMS PVT. LTD represented by MR. LESLIE J LEAN, MANAGING DIRECTOR in writing.

NOTWITHSTANDING anything contained herein above our liability under this guarantee is restricted to **Rs.7,45,300.00** (Rupees Seven Lakhs Forty Five Thousand Three Hundred Only) and this guarantee is valid upto **13th Feb. 2010** irrespective of whether or not the original guarantee is returned to us.

In witness thereof we have set our hand hereunder this 14th day of November, 2009

BG No.009109IGFIN0006
DT.14-11-2009
Rs.7,45,300/-
Valid up to 13-02-2010



For ANDHRA BANK

[Signature]
Asst. General Manager 5-1321

कृते आंध्र बँक For ANDHRA BANK

[Signature]
सहायक प्रबंधक Assistant Manager
कुक टाउन शाखा, बंगलूर-560 084
Cooke Town Branch, Bangalore-560 084

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

Sri/Smt. ANDHRA BANK

s/d/w/o No. 9, D'Costa Layout

Cooke Town Branch

बंगलूर / BANGALORE-84

Br. Name :

Date : Cooke Town - 4190
BANGALORE.

4 MAR

For STATE BANK OF MYSORE
Authorised Agent to collect stamp duty on
behalf of Government of Karnataka
Manager, Cooke Town Branch

ANDHRA BANK, COOKE TOWN BRANCH, BANGALORE

BANK GUARANTEE

- 1) Consequent upon **M/S KALAKSHETRA FOUNDATION, THIRUVANMIYUR, CHENNAI - 600 041** (Hereinafter called the Beneficiary) having raised Purchase Order No.C:\ 2009-2010 \V.Admin\12.Engineering \ i.Plan \ d.Sound systems \ koothambalam.doc dt: 09.11.2009 on **M/S. ANSATA COMPUTER SYSTEMS PVT. LTD, No. 53, C.K.GARDEN, WHEELER ROAD EXTN., BANGALORE - 560 084** (Hereinafter called the Supplier) for purchase of Digidesign VENUE Mix Rack System and whereas the terms and conditions contained in the said Purchase Order required the production of Bank Guarantee of **Rs.7,45,300.00** (Rupees Seven Lakhs Forty Five Thousand Three Hundred Only) toward security against advance payment. Now therefore, we the Bank, **ANDHRA BANK, COOKE TOWN BRANCH, BANGALORE - 560084** (hereinafter referred to as the bank) and at the request of **M/S ANSATA COMPUTER SYSTEMS PVT. LTD** represented by **MR. LESLIE J LEAN, MANAGING DIRECTOR**, do hereby and undertake to pay to **M/S KALAKSHETRA FOUNDATION, THIRUVANMIYUR, CHENNAI** an amount not exceeding **Rs.7,45,300.00** (Rupees Seven Lakhs Forty Five Thousand Three Hundred Only) as security towards the advance payment of Rs. 7,45,300.00 by the Beneficiary by reason of any breach by the said Supplier of non delivery of equipment required as per the terms and conditions of the Purchase order issued by the Beneficiary.

कृते आन्ध्र बैंक For ANDHRA BANK

सहायक महाप्रबंधक Assistant Manager
कुक् टाउन शाखा, बंगलूर-560 084
Cooke Town Branch, Bangalore-560 084

1

कृते आन्ध्र बैंक For ANDHRA BANK

सहायक महाप्रबंधक Asst. General Manager
कुक् टाउन शाखा, बंगलूर-560 084
Cooke Town Branch, Bangalore-560 084

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OK

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M/s. ANSATA COMPUTER SYSTEMS PRIVATE LIMITED,
 No – 53, C.K. Garden, Wheeler Road Extension,
 Bangalore – 560 084.
 Karnataka state.

Sir(s)

Sub: Supply of Digidesign Products – supply order - reg

Ref: Your offer No. ACS / 2015 dated 22 July, 2009.
 Our email dated 06.11.2009
 Your email acceptance dated 09.11.2009

The Director, Kalakshetra Foundation is pleased to award the Supplying of Digidesign Products at a total cost of Rs. 29,81,290 + VAT as applicable, as per the Annexure specification, terms and condition, enclosed herewith in all respects. This is a firm rate contract. General term and conditions applicable to this order is attached.

As per the terms, an advance amount of Rs.7, 45,300/- Vide Cheque No. Dated Drawn in canara bank /Thiruvanniyur branch in favour of M/s.ANSATA COMPUTER SYSTMES PRIVATE LIMITED is enclosed herewith subject to produce of the Bank Guarantee by the supplier.

The final payment will be disbursed after the material is approved and certified by the consultant - M/s.Sound wizard

Delivery time –4 to 6 weeks from the date of supply order till 31.12.2009.

Warrant as specified in the conditions

The materials should be delivered at our premises (door delivery) and materials should be covered with Insurance up to Kalakshetra Foundation/Chennai

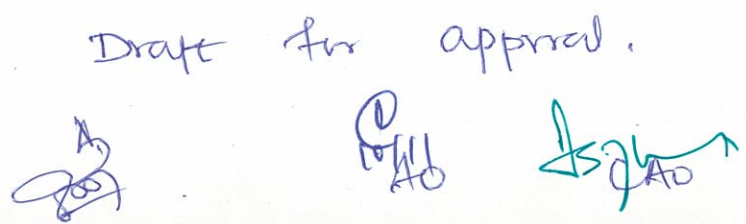
The material delivered should be in original packing WITHOUT tampering with the original manufacturer's packing and in good condition.

The above supply order should be effected and completed in all respects by 31.12..2009.If the progress of the supply is found to be not satisfactory or the supply is not completed in all respects as per the schedule as mentioned above, this supply order will automatically cease without notice and without assigning any reason and you have to return the advance amount with interest at the rate of 12% P.A.

Kindly acknowledge receipt of the letter.

Leela Samson
 Director

Original supply order placed below for signature please

Draft for approval.


Leela (21)
 DIRECTOR

34. APPLICABLE LAW AND JURISDICTION

34.1 The supply order, including all matters connected with this supply order shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at the place from where the Purchase Order has been placed.

34.2 Foreign companies, operating in India or entering into Joint Ventures in India, shall have to obey the law of land and there shall be no compromise or excuse for the ignorance of the Indian legal system in any way.

35 Deleted.

36. REFERENCE OF SUPPLY ORDER IN ALL CORRESPONDENCE

Reference of this supply order should invariably be quoted in all correspondence relating to this supply order.

37. The total liability of the supplier arising out of sale or use of the equipment/material/goods supplied by them, if the same is found defective, shall be limited to the contract value of such defective unit(s) and associated tools. In no event shall either party be liable to the other for any indirect or consequential damages whatsoever arising.

32. ARBITRATION (Applicable in case of supply orders/Contracts with firms, other than Public Sector Enterprises)

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration.

1. A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 60 days notice to the other party. The notice invoking arbitration shall specify all the points of disputes with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.

2. The number of the arbitrators and the appointing authority will be as under:

Claim amount (excluding claim for interest and counter claim, if any)	Number of arbitrator	Appointing authority
Upto Rs. 5 crore	Sole Arbitrator
Above Rs. 5 crore	3 Arbitrators	One arbitrator by each party and the 3rd arbitrator, who shall be the presiding arbitrator, by the two arbitrators.

3. The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of this arbitration clause. No person shall be appointed as arbitrator or presiding arbitrator who does not accept the conditions of this arbitration clause.

4. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall precede de novo.

5. Parties agree that neither party shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

6. The Arbitration shall be held at the place from where the contract has been awarded. However, parties to the contract can agree for a different place for the convenience of all concerned.

7. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.

8. Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

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33. Deleted.

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27 PAYMENT OF EXCISE DUTY AND VAT/SALES TAX (ON ULTIMATE PRODUCTS) AND CUSTOMS DUTY (FOR INDIAN BIDDERS) AND PAYMENT OF SERVICE TAX ON TAXABLE SERVICES.

Payment of excise duty and VAT/sales tax (on ultimate products) and customs duty on supply of goods and service tax on taxable services (if any, which is part of scope of supply), as applicable on the closing date of tender will be to Supplier's / Contractor's account. In the case of "Two Bid" system where revised price bids are permitted after techno-commercial discussions, payment of these charges, as applicable on closing day of revised price bid, will be to Supplier's/ Contractor's account. Any statutory deviation (both plus and minus) in the rate of excise duty/ VAT/sales tax/customs duty/service tax after the closing date of tender/ revised price bid, as the case may be, as indicated above but within the contractual delivery/completion period will be to the account of Kalakshetra Foundation

Any increase in excise duty/ VAT/sales tax/custom duty /service tax during extended period of the contract / supply order will be to Supplier's / Contractor's account where such an extension in delivery of the material / completion of the project was on the request of SUPPLIER/ Contractor. However, any decrease in excise duty / VAT/sales tax/ custom duty/service tax during extended period of the contract/ supply order will be to the account of Kalakshetra Foundation

27.1 SUPPLIER shall provide all the necessary certificates / documents for enabling to avail Input VAT credit and CENVAT credit benefits (wherever applicable), in respect of the payments of VAT, Excise Duty, Service Tax etc. which are payable against the contract. The Supplier should provide tax invoice issued under Central Excise rule-11 (indicating education cess and Secondary & Higher Education Cess) for Excise Duty and tax invoice under respective State VAT Act for VAT separately for the indigenous goods and tax invoice issued under rule-4A of Service Tax for the Services (if any form part of supply). Payment towards the components of Excise Duty, VAT, CVD, Service Tax etc (where CENVAT / VAT credit is available) shall be released by Kalakshetra Foundation only against appropriate documents for availing CENVAT / VAT credit (as applicable).

28. CONCESSION PERMISSIBLE UNDER STATUTES: Deleted.

29. PROGRESS ON MANUFACTURING OF ITEMS: Deleted.

30. TERMS OF PAYMENTS

The terms of payment shall be as stipulated in main body of the purchase order.

30.1. Invoice Monitoring System

Bills should be addressed to the Kalakshetra Foundation and the Envelope, containing the Bill/s in triplicate along with relevant support documents, shall be submitted to the Kalakshetra Foundation.

31. EXTENSION IN DELIVERY PERIOD DUE TO DELAY ON THE PART OF THE KALAKSHETRA FOUNDATION.

When the extension of time is required due to any delay on the part of Kalakshetra Foundation, extension of delivery time for the period of such delay involved may be granted provided the firm produces documentary evidence of the delay

24. FORCE MAJEURE

In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts.

The term " Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire directly affecting the performance of the Contract, Flood and Acts and Regulations of respective government of the two parties, namely Kalakshetra Foundation and the CONTRACTOR.

Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other party within 72 (seventy two) hours of the alleged beginning and ending of the cause respectively. If deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, Kalakshetra Foundation shall have the option of cancelling this contract in whole or part at its discretion without any liability at its part

Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts

25. LANGUAGE/TERMINOLOGY

The SUPPLIER shall ensure that the language/terminology/Description of goods used in supply order/ Bill of Lading/ Airway Bill/Invoice is verbatim in English and not at variance.

26. PACKING & MARKING

The SUPPLIER shall consign/ship the materials in worthy packing conforming to the prescribed standards in force to withstand journey and ensuring the safety of cargo en-route and also arrival of materials at ultimate destination in good condition. The consignment shall be comprehensively insured against all risks by the SUPPLIER in case of FOR destination contracts from Contractor's ware-house to ultimate consignee's ware-house basis and each case/packing shall have on its outer side the following marking in English in indelible ink:

- (a) Supply Order No. and date
- (b) Name of SUPPLIER.
- (c) Case number (running number upon total number of boxes).
- (d) Gross and net weight in Kilogram on each box.
- (e) Dimension of packages
- (f) Consignee
- (g) TOP/DON'T TURNOVER/HANDLE WITH CARE
- (h) The equipment which cannot be packed shall bear metal tags with above marking indicated thereon. Each box shall contain one copy of packing list in English.

26.1.1 In case of hazardous chemicals / materials the bidder will provide material safety data sheets along with quotation and also while dispatching the materials. The bidder will also provide special hazard identification symbols / markings on each packing of hazardous chemicals.

cases also. The SUPPLIER will furnish this certificate in either case, to the paying authority. No formal amendment is necessary in such cases.

"The changed part numbers are exact replacement of parts ordered and are suitable for and will fit in the existing fittings for which they are intended."

20.2 If, however the substitute spare part (s) is not a bare replacement of the part originally ordered and involves a purchase of other items in addition, as would be the case when a kit, is offered instead of one small item (s) forming part of the kit, the supply of the kit, would be subject to the following conditions:

(a) The supply of the kit will be accompanied with a certificate that the manufacturer have definitely stopped supply of the spare parts but are supplying only a kit.

(b) The spares will not be supplied as kit unless prior acceptance of the same has been obtained from the purchaser.

(c) In case the supply of the kit involves any change in the price and if so, the revised price would be stated for scrutiny and incorporation of the same in the supply order, if found acceptable.

20.3 Provided further, that if any part numbers are declared by the Purchaser to be unsuitable to the machines for which they have been supplied within 30 days from the date of arrival of the stores at site, the SUPPLIER will take them back at their own cost and expenses.

21.0 BULK SUPPLIES (WHEREVER APPLICABLE): Deleted.

22. BREAKAGE/SHORTAGE:

Claim in respect of breakage/shortages, if any, shall be preferred on the SUPPLIER within thirty days from the date of receipt of materials by the Port/Ultimate consignee which shall be replaced/made good by the SUPPLIER at his own cost. All risk of loss or damage to the material shall be upon the SUPPLIER till it is delivered in accordance with the terms and conditions of the supply order.

23. DESIGNS, PATENTS AND ROYALTIES :

If any material used or methods or processes practised or employed in the manufacture of items to conform with the requirements of the contract is/are covered by a patent(s) in respect of which CONTRACTOR is not licensed, the CONTRACTOR shall, before using the material, method or process, as the case may be, obtain such licence(s) and pay such royalty (ies) and licence- fee(s) as may be necessary. The CONTRACTOR shall keep Kalakshetra Foundation indemnified from and against any and all claims, actions, demands and proceedings whatsoever brought or made against Kalakshetra Foundation on the basis of any patent or infringement thereof claimed or otherwise relating to and arising from any method or process employed or matter or thing done to or in connection with any work executed by the CONTRACTOR shall, at their own risk and expense defend any suit for infringement of patent or like suit brought against Kalakshetra Foundation (whether with or without the CONTRACTOR being a party thereto) and shall pay any damages and costs awarded in such suit, and keep Kalakshetra Foundation indemnified from and against all consequence thereof.

15.8. No rejected raw material shall be used for the contracted work or re-tendered for inspection and/or test except with the prior permission of Kalakshetra Foundation or concerned Inspectors.

15.9. Unless otherwise specifically authorised by Kalakshetra Foundation in writing, the contractor shall not ship or despatch for shipment under the contract entered into, any material which has not been properly inspected/tested, marked and sealed, and/or analysed as herein contemplated and in respect of which a certificate of quality has not been issued or signed by the Inspectors.

15.10. In addition to the general conditions of the inspection stated above, the contractor shall also satisfy all the specific conditions of inspection as enumerated in the specification attached.

16. SUB-STANDARD MATERIAL/REPLACEMENT OF REJECTED GOODS.

16.1. If Kalakshetra Foundation finds that material supplied are not of the correct quality or not according to specifications required or otherwise not satisfactory owing to any reason of which Kalakshetra Foundation will be the sole judge, Kalakshetra Foundation will be entitled to reject materials, cancel the contract and buy its requirement in the open market at the risk and cost of SUPPLIER, reserving always to itself the right to forfeit the performance security/Performance Bond placed by the SUPPLIER for the due fulfilment of the contract.

16.2. Rejected goods should be removed and replaced within 14 days of the date of communication of rejection.

17. SUBLETTING AND ASSIGNMENT

The Contractor shall not, save with the previous consent in writing of the Purchase Authority, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever, provided nevertheless that any such consent shall not relieve the Contractor from any obligation, duty or responsibility under the contract.

18.0 VARIATION IN QUANTITY

Kalakshetra Foundation is entitled to increase or decrease the quantities against any/all the items of the tender by not more than 20% (twenty percent) while placing the order.

19.0. TERMINATION FOR INSOLVENCY:

The Purchaser may at any time terminate the contract by giving written notice to the SUPPLIER if the SUPPLIER becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the SUPPLIER, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

20.0 INTER-CHANGEABILITY OF PARTS:

20.1 If against any item it becomes necessary to supply spare parts other than specified, the SUPPLIER shall be required to give the following certificate to the Purchaser before arranging supply of spare parts bearing different part numbers. If there is any obvious typographical or clerical error in the part number and/or description of any item, the SUPPLIER will supply the correct part. The aforesaid certificate should be supplied in such

13. LEVY OF LIQUIDATED DAMAGES (LD) DUE TO DELAY IN SUPPLIES

13.1 LD will be imposed on the total value of the order unless 75% of the value ordered is supplied within the stipulated delivery period. Where 75% of the value ordered has been supplied within stipulated delivery period, LD will be imposed on the order value of delayed supply(ies). However, where in judgement of Kalakshetra Foundation., the supply of partial quantity does not fulfil the operating need, LD will be imposed on full value of the supply order.

13.2 Calculation of liquidated damages

Liquidated damages will be calculated on the basis of contract/ supply order price of services/materials excluding duties and taxes, where such duties/taxes have been shown separately in contract/supply order.

13.3 Extension in delivery period due to delay on the part of supplier.

When the extension of time is required due to any delay on the part of supplier, extension of delivery time for the period of such delay involved may be granted provided the firm produces documentary evidence of the delay.

14. ACCEPTANCE OF HIGHER OFFER BY IGNORING LOWER OFFER FOR TIMELY DELIVERY-LIQUIDATED DAMAGES IN CASE OF DELAY

In the cases where initially lower offer has been ignored on account of loading and a higher offer has been accepted for timely delivery, the differential prices will be treated as price preference for earlier delivery. In the event of delay in completion of supply/project the extra expenditure paid on account of above price preference will be recoverable from the party towards liquidated damages. This is without prejudice to other rights under terms of contract.

15. INSPECTION/TESTING OF MATERIAL:

15.1. The inspection of material will be carried out by the authority specified in the purchase order. The material will be accepted only after the same has been found satisfactory after inspection and duly marked and sealed by the inspecting authority.

15.2 The Contractor shall ensure that the material to be supplied against this order shall be individually inspected, tested and analysed in terms of the specifications attached to the order and the relevant codes and practices specified therein by expression or implication.

15.3. The contractor should make available to Kalakshetra Foundation and any other individual/agency authorised by Kalakshetra Foundation for the purpose of inspection, all its records and results in respect of inspection, tests and analyses conducted by it as part of their manufacturing and testing operations under the applicable codes and practices specified by expression or implication in the order.

15.4. If necessary, inspection, tests and analyses shall be carried out/conducted at the Contractor's Works at the Contractor's cost.

15.5. Deleted.

15.6. Deleted.

15.7. Deleted.

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11.0. REJECTION

If Kalakshetra Foundation finds that the goods supplied are not in accordance with the specification and other conditions stated in the order or its sample(s) are received in damaged condition (of which matters Kalakshetra Foundation. will be the sole judge), Kalakshetra Foundation shall be entitled to reject the whole of the goods or the part, as the case may be, and intimate within 14 from the date of receipt at site/store house as per terms of Contract to the SUPPLIER the rejection without prejudice to Kalakshetra Foundation other rights and remedies to recover from the SUPPLIER any loss which the Kalakshetra Foundation may be put to, also reserving the right to forfeit the performance security/performance Bond if any, made for the due fulfilment of the contract. The goods shall be removed by the SUPPLIER and if not removed within 14 days of the date of communication of the rejection, Kalakshetra Foundation. will be entitled to dispose-of the same on account and at the risk of the SUPPLIER and after recovering the storage charges at the rate of 5% of the value of goods for each month or part of a month and the loss and expenses if any caused to Kalakshetra Foundation., pay balance to the SUPPLIER.

12. FAILURE AND TERMINATION CLAUSE/LIQUIDATED DAMAGES CLAUSE

Time and date of delivery shall be the essence of the contract. If the contractor/supplier fails to deliver the stores, or any instalment thereof within the period fixed for such delivery in the schedule or any time repudiates the contract before the expiry of such period, the purchaser may, without prejudice to any other right or remedy, available to him to recover damages for breach of the contract:

- (a) Recover from the Contractor/Supplier as agreed liquidated damages and not by way of penalty, a sum equivalent to 1/2%(half percent) of the contract/supply order price of the whole unit per week for such delay or part thereof(this is an agreed, genuine pre-estimate of damages duly agreed by the parties) which the contractor has failed to deliver within the period fixed for delivery in the schedule, where delivery thereof is accepted after expiry of the aforesaid period. It may be noted that such recovery of liquidated damages may be up to a ceiling of 5% of the contract/supply order price of the whole unit of stores which the contractor/supplier has failed to deliver within the period fixed for delivery; or
- (b) Cancel the contract/supply order or a portion thereof by serving prior notice to the contractor/supplier.
- (c) It may further be noted that clause(a) above provides for recovery of liquidated damages on the cost of contract/supply order price of delayed supplies(whole unit) at the rate of 1/2%(half per cent) of the contract/supply order price of the whole unit per week for such delay or part thereof up to a ceiling of 5% of the contract/supply order price of delayed supplies (whole unit). Liquidated damages for delay in supplies thus accrued will be recovered by the paying authorities of the purchaser specified in the supply order, from the bill for payment of the cost of the materials submitted by the contractor/supplier or his foreign principals in accordance with the terms of supply order/contract or otherwise.
- d) Notwithstanding anything stated above, equipment and materials will be deemed to have been delivered only when all its components and parts are also delivered. If certain components are not delivered in time the equipment and material will be considered as delayed until such time all the missing parts are also delivered.

take proper corrective action to repair/ replace defects satisfactorily within a reasonable period Kalakshetra Foundation. shall be free to take such corrective action as may be deemed necessary at Supplier's risk and cost after giving notice to the SUPPLIER.

In case the installation and commissioning is delayed on account of the SUPPLIER, the warranty period shall automatically get extended at no extra cost to Kalakshetra Foundation., so that clear 36 months warranty (unless otherwise specified in 'Special Conditions of Contract') is available after the date of installation and commissioning. A written revised warranty certificate shall be provided accordingly, by the SUPPLIER, before final acceptance of the goods/equipment/project after installation and commissioning.

9.3. Damage to the machinery and/or EQUIPMENT due to incomplete and erroneous instructions issued by SUPPLIER will be the responsibility of the SUPPLIER and will be treated according to the provisions of warranty clause. Normal wear & tear shall not come under purview of this clause.

9.4. In case defects are of such nature that EQUIPMENT shall have to be taken to Supplier's works for rectification etc., SUPPLIER shall take the EQUIPMENT at his costs after giving necessary undertaking or security as may be required by Kalakshetra Foundation shall, if so required by the SUPPLIER, despatch the EQUIPMENT by quickest mode on "Freight-to-pay" basis to the Supplier's works. After repairs SUPPLIER shall deliver the EQUIPMENT AT SITE on freight pre-paid basis. All risks in transit to and fro and all expenses on account of to and fro freight, insurance, customs clearance, transportation and handling, port charges and customs duty etc. shall be borne by the SUPPLIER.

9.5. Equipment or spare parts thereof replaced shall have further warranty for a period of 12 months from the date of acceptance.

9.6. If the repairs, replacement or modification referred are of such nature as may effect the efficiency of the EQUIPMENT, Kalakshetra Foundation. shall have the right to give to the SUPPLIER within one month of such replacement/ renewal, notice in writing to carry out test as may be required for acceptance of the equipment.

9.7. If the SUPPLIER fails to honour his obligation to repair or replace defective goods within a reasonable period of time, if SUPPLIER refuses to carry out work under the guarantee clause and implied guarantee conditions, if danger is anticipated or in case of severe urgency, Kalakshetra Foundation shall be entitled to carry out, at Supplier's cost and risk, repair work or replacement deliveries or have it done by a third party. In case not all goods have been delivered by SUPPLIER, is entitled to procure the remaining goods at Supplier's cost and risk. This does not relieve SUPPLIER of any of his guarantee obligations. Taxes and duties of any kind whatever imposed by the authorities of the country of the SUPPLIER or his sub-contractors until delivery shall be borne by SUPPLIER.

10. PERFORMANCE GUARANTEE

10.1. SUPPLIER shall guarantee that the "performance of the EQUIPMENT/MATERIAL" supplied under the order shall be strictly in conformity with the specifications and shall perform the duties specified under the ORDER.

10.2 Materials/equipment that shall be purchased from the subcontractor(s) shall have to fulfil the requirement as laid down vide paras 10.1 to 10.7 above.

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7.2 Consequently, SUPPLIER shall establish and maintain all necessary contact with the manufacturer to be indicated by Kalakshetra Foundation with a view to ensuring the exchange of all relevant data and information

8.0 PERFORMANCE SECURITY /PERFORMANCE BOND

8.1 No Performance Security or in lieu thereof performance bond is necessary for purchase upto Rs. 1.00 lakh. Also performance security or in lieu thereof performance bond is not necessary for buys of spares or stores/capital items/ equipment of proprietary nature from original equipment manufacturers/ distributors/ sole selling agents/ authorised dealers. In other cases the successful Bidder, within 15 (fifteen) days from the date of issue of LOA/NOA from the Purchaser, will be required to send Performance Security in the form of Bank Draft or in lieu thereof, Performance Bond for 7.5% of the contract value in the form of Bank Guarantee from a nationalised/scheduled Bank. Detailed P.O. shall be placed only after receipt of acceptable Contract Security (i.e. Security Deposit/Performance Bond).

8.2 Kalakshetra Foundation shall not be liable to pay any bank charges, commissions or interest on the amount of Performance Security / Performance Bond.

8.3 DELETED.

8.4 In the event of non performance of the contract, if the losses suffered by Kalakshetra Foundation are more than the value of the Performance Security/Performance bond, Kalakshetra Foundation in addition to forfeiting the performance security/performance bond, reserves the right to claim the balance amount of damages/losses suffered.

8.5 (Applicable for tenders above Rs. 1 crore) If the contract has been terminated according to Section 3 of Integrity Pact, or if Kalakshetra Foundation is entitled to terminate the contract according to Section 3 of Integrity Pact, Kalakshetra Foundation shall be entitled to demand and recover from the Contractor liquidated damages amount by forfeiting the Performance Bank Guarantee/ Security Deposit, as per Section -4 of Integrity Pact.

8.6 The performance security/performance bond shall remain at the entire disposal of Kalakshetra Foundation as a security for the satisfactory completion of the supply in accordance with the conditions of the contract.

8.7 Deleted.

9. WARRANTIES AND GUARANTEES: (MATERIALS AND WORKMANSHIP)

9.1 SUPPLIER shall fully warrant that all the stores, EQUIPMENT and components supplied under the ORDER shall be new and of first quality according to the specifications and shall be free from defects (even concealed fault, deficiency in design, Materials and Workmanship).

9.2 Should any defects be noticed in design, material and/or workmanship within 12 months after the goods, or any portion thereof, as the case may be, have been delivered (and commissioned) to the final destination indicated in the contract or for 18 months after the date of shipment from the port of loading in the source country, whichever periods conclude earlier unless specified otherwise in the special conditions of contract, Kalakshetra Foundation shall inform SUPPLIER and SUPPLIER shall immediately on receipt of such intimation, depute their personnel within 14 days to investigate the causes of defects and arrange rectification/ replacement/modification of the defective equipment at site without any cost to Kalakshetra Foundation within a reasonable period. If the SUPPLIER fails

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3.5 In order to facilitate quick disposal, copies of the drawing for approval shall be sent directly and simultaneously to the authorities specified in the ORDER in addition to the sets submitted to authority issuing ORDER.

4. ACCEPTANCE OF OFFER

With the acceptance of the Bidder's offer, which is as per the terms and conditions of the tender, by Kalakshetra Foundation, by means of purchase order, the contract is concluded.

The purchase order being itself an acceptance of the offer does not have to be accepted by the Bidder. But the Bidder must acknowledge a receipt of the order within 15 days from the date of mailing of the purchase order in its entirety by returning one copy of the purchase order duly signed without any qualification.

Any delay in acknowledging the receipt of the purchase order within the specified time limit or any qualification or modification of the order in the acknowledgement of the order by the SUPPLIER shall be a breach of the contract on the part of the SUPPLIER. Compensation for the loss caused by the breach will be recovered by Kalakshetra Foundation by forfeiting the earnest money/ bid security / bid bond given by the SUPPLIER. If the Supplier's bid contains any condition and any correspondence containing conditions which are contrary to the NIT then they shall be considered as superseded and void on the acceptance of the bid by

Recovery of liquidated damages by the Kalakshetra Foundation from the SUPPLIER by forfeiting the earnest money/ bid security or by invoking the bid bond shall be regarded as cancellation of the contract which had come into existence on the acceptance of the offer.

5.0 NOTICES:

Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the party's address.

6. MODIFICATION IN ORDER:

6.1 All modifications leading to changes in the order with respect to technical and/or commercial aspects, including terms of delivery, shall be considered valid only when accepted in writing by Kalakshetra Foundation. by issuing amendment to the ORDER.

6.2 Kalakshetra Foundation shall not be bound by any printed conditions, provisions in the Supplier's BID, forms of acknowledgement of ORDER, invoice, packing list and other documents which purport to impose any condition at variance with or supplement to ORDER.

7. JOINT AND SEVERAL RESPONSIBILITIES:

7.1 Where Supplier's EQUIPMENT or any part thereof are to be used jointly with other equipment supplied by another manufacturer (the name of the manufacturer will be communicated separately to SUPPLIER) Kalakshetra Foundation. will hold SUPPLIER and the manufacturer jointly and severally responsible for the perfect operation of the entire group or section of equipment as regard the technical and mechanical characteristics stipulated in the specification. Such responsibility shall include the mechanical coupling as well as dynamic and starting moment

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2. SCOPE OF ORDER

2.1 Scope of the ORDER shall be as defined in the ORDER, specifications, drawings and annexure thereto.

2.2 Completeness of the EQUIPMENT shall be the responsibility of the SUPPLIER. Any equipment, fittings and accessories, which may not be specifically mentioned in the specification or drawing(s) but which are usual or necessary for the satisfactory functioning of the EQUIPMENTS (successful operation and functioning of the equipment being Supplier's responsibility), shall be provided by the SUPPLIER without any extra cost.

2.3 The EQUIPMENT shall be supplied in accordance with sound engineering and good industry standards and also the SUPPLIER shall in all respect design, engineer, and manufacture and supply the same within delivery period to the same within delivery period to the entire satisfaction of

2.4 WORK TO BE CARRIED OUT UNDER THE ORDER:

All equipment to be supplied and work to be carried out under the ORDER shall conform to and comply with the provision of relevant regulation/Acts (State Govt. Or Central Govt.) as may be applicable to the type of equipment/work carried out and necessary certificate shall be furnished.

2.5 LEGAL RIGHT TO TRANSFER OWNERSHIP OF EQUIPMENT/ MATERIALS:

The SUPPLIER/SUB-CONTRACTOR hereby represents that it has full legal right, power and authority to transfer the ownership of the equipment/materials to

3. SPECIFICATION, DRAWING, TECHNICAL MANUALS:

3.1 The SUPPLIER shall furnish two copies of technical documents, final drawing, preservation instructions, operation and maintenance manuals, test certificates, spare parts catalogue before despatch of the equipment as under :-

- (i) Inspection Authority.
- (ii) In charge, Reference Book Cell, Materials Management

3.2 The SUPPLIER shall be responsible for any loss to the Kalakshetra Foundation consequent to the furnishing of the incorrect data/drawings.

3.3 The SUPPLIER shall provide cross-sectional drawing to identify the spare parts numbers and their location. The size of bearing, their make and number shall be furnished.

3.4 Specifications, design and drawings issued by Kalakshetra Foundation to the SUPPLIER along with tender specification and ORDER are not to be sold or given on loan. These documents continue to remain property of Kalakshetra Foundation OR THEIR ASSIGNEE AND ARE SUBJECT TO RECALL BY Kalakshetra Foundation. The SUPPLIER and its employees shall not make use of the drawings, specification and technical information for any purpose at any time and shall not disclose the same to any person, firm or corporate authorities, without written permission of Kalakshetra Foundation. All such details shall be kept confidential.

1.9 EQUIPMENT/MATERIALS/GOODS

Shall mean and include any equipment, machinery, instruments, stores, goods which SUPPLIER is required to supply to the PURCHASER for/under the ORDER/CONTRACT and amendments thereto.

1.10 SERVICES:

Shall mean those services ancillary to the supply of goods, such as transportation and insurance and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the SUPPLIER covered under the contract.

1.11 DRAWINGS :

Shall mean and include all Engineering sketches, general arrangements/ layout drawings, sectional plans, all elevations, etc. related to the ORDER together with modification and revision thereto.

1.12 SPECIFICATIONS:

Shall mean and include detailed description, statements to technical data, performance characteristics, and standards (Indian as well as International) as applicable and as specified in the ORDER.

1.13 deleted

1.14 deleted

1.15 APPROVAL :

Shall mean and include the written consent either manuscript, type written or printed statement under or over signature or seal as the case may be of the Kalakshetra Foundation or their representative or documents, drawings or other particulars in relation to the ORDER

1.16 deleted

1.17 EFFECTIVE DATE OF CONTRACT/SUPPLY ORDER

Unless otherwise specified to the contrary, the date of LOI indicating following details will be start of the contract for all practical purposes.

- (i) Prices
- (ii) Price basis
- (iii) Delivery Schedule
- (iv) Liquidated Damages
- (v) Performance Guarantee
- (vi) Payment terms
- (vii) Special conditions and deviations, if any, taken by SUPPLIER/CONTRACTOR but not agreed by Kalakshetra Foundation

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GENERAL TERMS AND CONDITIONS

1. DEFINITIONS :

1.0 Unless inconsistent with or otherwise indicated by the context, the following terms stipulated in this ORDER shall have the meaning as defined hereunder.

1.1 ORDER/CONTRACT

Shall mean a written Purchase Order issued by Kalakshetra Foundation to the successful bidder including subsequent amendments to ORDER in writing thereto.

1.2 PURCHASER:

Shall mean Kalakshetra Foundation, India and shall include all their legal representatives, successors and assignees.

1.3 SUPPLIER/CONTRACTOR:

Shall mean any person or persons or firm or company in India as well as abroad whose bid has been accepted by Kalakshetra Foundation and the legal representation, representatives, successors and permitted assignees of such person, persons, firm or company.

1.4 SUB-CONTRACT:

Shall mean ORDER placed by the SUPPLIER for any portion of the ORDER or work sublet with necessary written consent of Kalakshetra Foundation on third party. Such sub-letting shall not relieve the contractor from any obligation, duty or responsibility under the Contract.

1.5 SUB-CONTRACTOR:

Shall mean any person or persons or firm or their legal representatives, successors, assignees to whom part of ORDER has been sublet by the SUPPLIER after necessary consent of Kalakshetra Foundation.

1.6 ORDER PRICE

Shall mean the sum accepted or the sum calculated in accordance with the rates accepted by Kalakshetra Foundation and amendments thereof, and shall include all fees, registration and other charges paid to statutory authorities without any liability on Kalakshetra Foundation for any of these charges. The prices will remain firm during currency of the ORDER unless specifically agreed to in writing by

1.7 DELIVERY PERIOD :

Shall mean the date by which shipment/air freighting/despatch, as indicated in the ORDER, is effected.

1.8 DESTINATION:

Shall mean the location of the consignee for which this ORDER has been issued.

35

SWEEP IN / SWEEP OUT FACILITY A/C No 2649101001719

SB

Date 16.11.2009

Pay M/s Ansata Computer Systems Pvt. Ltd

या धारक को or Bearer

रुपये Seven lakhs forty five thousand and three hundred only - अर्थात् करे

₹ 7,45,300/-

ब. प. L.F. डी. ह. INTLS.

बैंक सं. A/C No.

कनारा बँक CANARA BANK

FOR KALAKSHETRA FOUNDATION

Handwritten signature and stamp

2006-MSMBW

CBS Branch Thiruvananthapuram 2649

बैंक शाखा - 300 041.

654366 60045078

10

36

26



37

ANNEXURE

VENUE Mix Rack System with 18 Track Recording

Price in INR
2, 981,290/-

Mix Rack system include the following VENUE components

- D-Show Profile console
- Mix Rack (48 mic/line inputs, 16 analog line outputs)
- With two DSP Mix Engine Cards
- D-Show ® software
- VENUE Pack 3.0 plug-ins
- Video monitor mounting bracket (monitor not included)
- Trackball mounting bracket (trackball not included)
- iLok USB Smart Key (preauthorized with all VENUE Pack and factory-installed plug-ins)
- All necessary cables and user guides
- FWx Fire Wire Record and Playback - 18 track recording in Pro Tools

Terms and Conditions:

1. VAT as applicable
2. Payment terms: As per supply order
3. Delivery: 4 to 6 weeks as per supply order
4. Warranty: One year from the date of invoice
5. Computer required for recording/ playback is not included in this offer



To
M/s. Ansata Computer Systems Pvt. Ltd.,
Bangalore-560 084.

37



रसो वै सः

38

Kalakshetra

F O U N D A T I O N

C:\2009-2010\V.Admin\2. Engineering\i.Plan\d.Sound systems\koothambalam.doc

09 November 2009

M/s. ANSATA COMPUTER SYSTEMS PRIVATE LIMITED,
No – 53, C.K. Garden, Wheeler Road Extension,
Bangalore – 560 084.
Karnataka state.

Sir(s)

Sub: Supply of Digidesign Products – supply order - reqt

Ref: Your offer No. ACS / 2015 dated 22 July, 2009.

Our email dated 06.11.2009

Your email acceptance dated 09.11.2009

The Director, Kalakshetra Foundation is pleased to award the Supplying of Digidesign Products at a total cost of Rs. 29,81,290 + VAT as applicable, as per the Annexure specification, terms and condition, enclosed herewith in all respects. This is a firm rate contract. General term and conditions applicable to this order is attached.

As per the terms, an advance amount of Rs. 4,45,300/- Vide Cheque No. **654366** Dated **16.11.09** Drawn in canara bank /Thiruvanmiyur branch in favour of M/s.ANSATA COMPUTER SYSTEMS PRIVATE LIMITED is enclosed herewith subject to produce of the Bank Guarantee by the supplier.

The final payment will be disbursed after the material is approved and certified by the consultant - M/s.Sound wizard

Delivery time –4 to 6 weeks from the date of supply order till 31.12.2009.


Warrant as specified in the conditions

The materials should be delivered at our premises (door delivery) and materials should be covered with Insurance up to Kalakshetra Foundation/Chennai

The material delivered should be in original packing WITHOUT tampering with the original manufacturer's packing and in good condition.

The above supply order should be effected and completed in all respects by 31.12.2009.If the progress of the supply is found to be not satisfactory or the supply is not completed in all respects as per the schedule as mentioned above, this supply order will automatically cease without notice and without assigning any reason and you have to return the advance amount with interest at the rate of 12% P.A.

Kindly acknowledge receipt of the letter.


Leela Samson
Director

Received
Cheque, Order
and terms and
conditions
N.M.M.
16/11/09
42056579
9840250629
38

Founder : Smt. Rukmini Devi Chairman : Justice Sri S. Mohari Former Judge Supreme Court
Director : Ms Leela Samson Member Secretary : Sri R.V. Ramani Governing Board

Kalakshetra Foundation Thiruvanmiyur Chennai 600 041
Tel: 0091-(0)44-2452 0836 / 4057 / 1844 Fax : 0091-(0)44-2452 4359
Email : info@kalakshetra.in Website : www.kalakshetra.in

from **Leslie Lean** <leslie.lean@ansata.net>

[hide det](#)

reply-to **Leslie Lean** <leslie.lean@ansata.net>
to **Works kalakshetra** <works@kalakshetra.in>
cc **Joseph** <joseph@ansata.net>
date **Mon, Nov 16, 2009 at 1:18 PM**
subject **Re: Supply of Digidesign products**

Dear Mr. Rajagopalan,

I am sending Mr. Vinod of our Chennai office to collect the Purchase order and advance cheque today. He will provide a Bank Guarantee as required by you.

Best regards,

Leslie

----- Original Message -----

From: Works kalakshetra

To: Leslie Lean

Sent: Wednesday, November 11, 2009 4:10 PM

Subject: Fwd: Supply of Digidesign products

- Show quoted text -

39

**Digidesign Console testing** Inbox X

from **Fabien** <fabien@soundwizard.net>
to Works kalakshetra <works@kalakshetra.in>
cc Leela Samson <leelasamson@kalakshetra.in>,
Didier Weiss <didier@soundwizard.net>,
Kumbha <kumbha@espaceav.com>
date Tue, Dec 1, 2009 at 1:47 PM
subject Digidesign Console testing

[hide details](#) 1:47 PM (42 minu

Dear Srinivasan,

Would it be possible to come and test the Digidesign console in Kalakshetra on monday the 7th as it should be week?

Let me know.

Best regards,

Fabien

**Sound Wizard
Pro Audio Acoustic Design**

**Shakti Area 9
Auroville 605 101 (Via Pondicherry)
Tamil Nadu, India
Phone (0) 413 262 26 59
Phone (0) 413 262 24 80**

www.soundwizard.net

(40)

(41)

details requested - reg. Inbox X

from **Works kalakshetra** <works@kalakshetra.in>
to Leslie Lean <leslie.lean@ansata.net>
date Tue, Dec 1, 2009 at 2:38 PM
subject details requested - reg.
mailed-by kalakshetra.in

[hide details 2:38 PM \(2 ho](#)

Sir/s,

Please let me know the schedule of despatching the console equipment to Kalakshetra foundation chennai in advance.

Regards

V.srinivasan
kalakshetra

[Reply](#) [Forward](#)

from **Leslie Lean** <leslie.lean@ansata.net>
reply-to Leslie Lean <leslie.lean@ansata.net>
to Works kalakshetra <works@kalakshetra.in>
date Tue, Dec 1, 2009 at 3:51 PM
subject Re: details requested - reg.

[hide details 3:51 PM \(1 h](#)

Dear Mr. Srinivasan,

Thank you for your mail.

We can deliver the Mix Rack system before 7th Dec 2009.

Best regards,

Leslie
- Show quoted text -

(41)

42

Ansata Computer Systems Private Limited

A-1, Rukmani Terrace, No.3, Leith Castle Street, Santhome

Chennai - 600028

TIN# : 33310802014

CST# : 699656 Dt.21-09-2000

PO No : C:\2009-2010\V.Admin\2.Engineering\i.Plan\d.Sound systems\koothambalam.doc
Annexure to Invoice No : MAA 2614 **Date :** 03-12-09

Specified components for VENUE Mix Rack Systems

Description
D-Show Profile console (SI no : AMW08510130F)
Mix Rack (48 mic/line inputs, 16 analog line outputs) (SI no : ASY08420009C)
With two DSP Mix Engine Cards
D-Show software
VENUE Pack 3.0 plug-ins
Video monitor mounting bracket (monitor not included)
Trackball mounting bracket (trackball not included)
iLok USB Smart Key (preauthorized with all VENUE Pack and factory-installed plug-ins
All necessary cables and user guides
FWx Fire Wie Record and Playback-18 track recording in Pro Tools

42

PLACE
POSTAGE
HERE

43



digidesign

ATTN: CUSTOMER SERVICE
3885 BOHANNON DRIVE
MENLO PARK, CA 94025-9386

43

OPEN THIS FIRST

Note to International Customers: Please use this envelope to return your product registration card directly to Digidesign USA. (It is necessary to register your purchase directly with Digidesign in order to be eligible for technical support and software upgrades.) Thank you.

ATASMA



All materials received by this Invoice
 I checked and received in good condition
 Payment may be released as per the
 Supply order conditions.

SOUND WIZARD
 Shakti ... 605 101
 Tamil Nadu ... 13 2623410
 Tel : 0413 ...
 Email : soundwiz...@...in
 Website : www.soundwizard.net

Fabien
 07/12/09

TERMS AND CONDITIONS

1. The responsibility of the company ceases on delivery of goods to the buyer or his representative at the buyer's office, our sales counter or by the transports / carriers at the destination
The goods supplied once will not be taken back
2. No complains for shortages / damages will be entertained unless shortage certificate is produced from the carrier / transporter indicating clearly the cause of the damage to the satisfaction of the company within a week from the date of delivery.
3. Any complaints regarding discrepancies with respect to the goods supplied under the invoice in terms of adherence to specifications or quantities as compared to the buyer's Purchase Order should be brought to the notice of the Company within 15 days IN WRITING. No complaints will be entertained after this period.
4. Submission of any complaint does not absolve the buyer from the obligation of paying the debt to the company.
5. All payments should be made as per the agreed terms. Interest will be payable @ 20% per month for delayed payments. The charges of the buyer's bankers will be to buyers account.
6. Any excise Duty, Sales tax, Entry Tax, Octroi or any other tax levy existing or that may be imposed or assessed in the future on sale of the products covered under this Invoice in addition to the duty/tax already charged shall be payable by the buyer.
7. All warranties on the goods supplied under this Invoice implied or otherwise will be as per the terms of the ORIGINAL EQUIPMENT MANUFACTURER only. The company financially or otherwise will accept no liability, which is outside the scope of the ORIGINAL EQUIPMENT MANUFACTURER'S Warranty.
8. All disputes are subject to Bangalore Jurisdiction.



44



ANSATA

Registered Office:
ANSATA COMPUTER SYSTEMS PRIVATE LIMITED
 53, C.K. GARDEN, WHEELER ROAD EXTN.,
 BANGALORE - 560 084, INDIA.

Billing Location Address :
ANSATA COMPUTER SYSTEMS PRIVATE LIMITED

**A1, Rukmani Terrace, No:3, Leith
 Castle Street, Santhome
 Chennai- 600 028.**

TAX INVOICE

NO: MAA 2814
 DATE: 03/12/09

TIN : TIN-33310802014
 CST.No. : 699656 D1 219 2000 Area Code (

Bill To Kalakshera Foundation Kalakshera Road Thiruvannmiyur Chennai - 600 041 LST No. : CST No. :	Ship To Kalakshera Foundation Kalakshera Road Thiruvannmiyur Chennai - 600 041 LST No. : CST No. :
---	---

Your Ref. & Date : **C/2009-2010 V. Admn/2. Engineering/1. plan/d. sound systems/kothambalam/d**
 09/11/09

Sl.#	Description	Quantity	Unit Price	Amount in Rs.
1	Venue Mix Rack Systems with 18 Track Recording along with Specified Components as per Annexure Warranty - 1Year SL. No. D-Show Profile - AMW08510130F SL. No. Mix Rack - ASY08420009C	1	29,81,290.00	29,81,290.00
			Sub Total	29,81,290.00
			VAT@4%	1,19,251.60
			Cess	
			Total	31,00,542.00

Rupees Thirty One Lakh Five Hundred Forty Two Only

Payment Terms : 100% Chq against delivery

For ANSATA COMPUTER SYSTEMS PRIVATE LIMITED

Authorized Signatory
 31/12/09
 (45)

Customer's Signature with Seal

C:\ 2009-2010\ V.Admin\ 2. Engineering\ i.Plan\ d.Sound systems\ koothambalam.doc	December 7, 2009
---	------------------

Sub: Up gradation of Sound system in Koothambalam – Supply of Degidesign Products – Payment – Approval of – Reg.

Ref: Work committee approval dated 6.11.2009
Supply order letter dated 9.11.2009.

- P 2 R 7
- P 38

Based on the approval by the Works Committee, as recommended by the consultant M/s.Sound wizard the supply order for supplying of DigidesignProducts was entrusted to M/s. Ansata Computer Systems Private Limited, at a total cost of Rs.29,81,290/- + VAT as applicable, as per the specification of equipment given by the consultant.

M/s. Ansata Computer Systems Private Limited, have delivered the two package on 06.12.2009 to the foundation.

P-43

Further, our consultant had verified the delivered packing materials and stated that received materials as per specification, invoice and checked in good condition and recommended to release the payment as to the supplier in backside of the invoice copy of the supplier.

To M/s. Ansata Computer Systems Private Limited, Vide Invoice No.MAA 2614 dated 03.12.2009	... 31,00,542.00 ✓
Deduct Advance paid	... 7,45,300.00 (-)
Payable	----- 23,55,242.00

Submitted for approval, please.

✓

[Signature]
EO

[Signature]
AO
14/12/09

[Signature]
CAO
14/12/09

[Signature]
DIRECTOR 14/12
(46)

Ref: ACS/401
Date: 09th December 2009

Kalakshetra Foundation
Thiruvanmiyur
Chennai – 600 041

Kind Attn: Ms. Leela Samson – Director

Dear Madam,

Sub: Return of Bank Guarantee

We had vide our Invoice no. MAA 2814 dt: 03 rd December 2009 delivered and installed the VENNUE Nix Rack System with 18 Track recording with specified components at your premises and the same was dully approved and certified by your Consultant.

We shall thank you to kindly arrange to send us the balance payment of Rs.2355242.00 and the Original Bank Guarantee for Rs.745300.00 and oblige.

Thanking you once again.

Yours faithfully,

For Ansata computer Systems Pvt. Ltd



Authorised Signatory

The supply order was completed by the agency M/s. ANSATA Systems Pvt Ltd, and the payment was given after certified by the consultant. The Bank guarantee submitted by the agency may be cancelled and given to them back.

47

Leela Samson
DIRECTOR 15/12

15/12/09
AO

AS per
CA 2814/09



46

Digidesign Venue Console Registration Inbox X

[hide details](#) 4:11 PM (40 minu

from **Fabien** <fabien@soundwizard.net>
to Works kalakshetra <works@kalakshetra.in>
cc Didier Weiss <didier@soundwizard.net>,
Kumbha <kumbha@espaceav.com>,
Leela Samson <leelasamson@kalakshetra.in>
date Thu, Jan 7, 2010 at 4:11 PM
subject Digidesign Venue Console Registration

Dear Srinivasan,

Could you tell me if you have the registration card somewhere for the Digidesign Venue Console.
See the picture for example.

Best regards,

Fabien

Sound Wizard
Pro Audio Acoustic Design

Shakti Area 9
Auroville 605 101 (Via Pondicherry)
Tamil Nadu, India
Phone (0) 413 262 26 59
Phone (0) 413 262 24 80

www.soundwizard.net

48

REGISTRATION ID/登録 (レジストレーション) ID

6t4z-6r6r-a5u7

Register your product quickly and easily online
at www.digidesign.com/reg

As an original, registered purchaser of a new Digidesign product, you may be eligible to receive complimentary technical support for a period of time after your date of purchase. Additional information regarding the duration of technical support for your product is available at www.digidesign.com/reg.

Quick Links

Online Registration: www.digidesign.com/reg
End-User License: www.digidesign.com/reg/license
Authorized Repair Centers: www.digidesign.com/repair
Technical Support Resources: www.digidesign.com/support
Regional Office Contacts: www.digidesign.com/contact
Transfer of Ownership: www.digidesign.com/reg/transfer

クイック・リンク

オンライン登録: www.digidesign.co.jp/reg
エンドユーザー・ライセンス: www.digidesign.co.jp/reg/license



9360-17837-00 Rev.A

www.digidesign.co.jp/regにて製品を素早く簡単にオンライン登録!

新規 Digidesign 製品の正規登録ユーザーとして、ご購入日からの一定期間、無償テクニカル・サポートを受けることができます。ご購入製品のテクニカル・サポート期間に関するより詳細な情報は www.digidesign.co.jp/reg をご覧ください。

MIX RACK
PART# 9900-58203-00



SER # ASY08420009C

E

REGISTRATION ID/登録 (レジストレーション) ID

8ax4-5ja8-6kj6

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Transfer of Ownership: www.digidesign.com/reg/transfer

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ASY, OPT, FWx, DSHW
PART# 9901-31700-01



SER# AJB08380119B

D

42

49

REGISTRATION ID/登録 (レジストレーション) ID

8zp5-5tp4-7ex3

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As an original, registered purchaser of a new Digidesign product, you may be eligible to receive complimentary technical support for a period of time after your date of purchase. Additional information regarding the duration of technical support for your product is available at www.digidesign.com/reg.

Quick Links

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Authorized Repair Centers: www.digidesign.com/repair
Technical Support Resources: www.digidesign.com/support
Regional Office Contacts: www.digidesign.com/contact
Transfer of Ownership: www.digidesign.com/reg/transfer

クイック・リンク

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D-SHOW PROFILE

9900-55498-00 REV E



SER#AMW08510131F



9360-17837-00 Rev.A

48

REGISTRATION ID/登録 (レジストレーション) ID

c45g-d88p-w78b

Register your product quickly and easily online at www.digidesign.com/reg

As an original, registered purchaser of a new Digidesign product, you may be eligible to receive complimentary technical support for a period of time after your date of purchase. Additional information regarding the duration of technical support for your product is available at www.digidesign.com/reg.

Quick Links

Online Registration: www.digidesign.com/reg
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Technical Support Resources: www.digidesign.com/support
Regional Office Contacts: www.digidesign.com/contact
Transfer of Ownership: www.digidesign.com/reg/transfer

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VENUEPACK v3.1 SW

9910-59626-00



AVK10273031

9360-17837-00 Rev.A

150

49

Forgot the file... Inbox X

from **Fabien** <fabien@soundwizard.net>
to Works kalakshetra <works@kalakshetra.in>
cc Didier Weiss <didier@soundwizard.net>,
Kumbha <kumbha@espaceav.com>,
Leela Samson <leelasamson@kalakshetra.in>
date Thu, Jan 14, 2010 at 11:39 AM
subject Forgot the file...

[hide details](#) 11:39 AM (23 ho

Fabien

Sound Wizard
Pro Audio Acoustic Design

Shakti Area 9
Auroville 605 101 (Via Pondicherry)
Tamil Nadu, India
Phone (0) 413 262 26 59
Phone (0) 413 262 24 80

www.soundwizard.net

 **Digidesign Product Registration Kalakshetra.pdf**
39K [View](#) [Download](#)

51

50

Registration Confirmation - January 13, 2010

Please print this page for your records. [Click here to print.](#)

Your Mix Rack is now registered (confirmation number 3833-1288735).

(A)

Registered Products

Product	Serial number	Release Code	Reg ID	Confirmation number	Purchased	Tech Support	Warranty
Mix Rack	ASY08420009C		6t4z6r6ra5u7	3833-1288735	Dec 05, 2009	12 Months	1 Year
D-Show FWx FireWire Card ROHS	AJB08380119B		8ax45ja86kj6	7354-1288733	Dec 05, 2009	12 Months	1 Year
D-Show Profile Console	AMW08510131F		8zp55tp47ex3	2220-1288730	Dec 05, 2009	12 Months	1 Year
D-Show VENUEPack 3.1	AVK10273031		c45gd88pw78b	8972-1288727	Dec 05, 2009	30 Days	1 Year

Registered Address

First Name Leela
 Last Name Samson
 Customer ID
 Company
 Department
 Address 1 Kalakshetra Dance School, Thiruvanmiyur
 Address 2
 City Chennai
 State Or Province INDIA
 Zip or Postal Code
 Country India
 Phone (Day) 00914424521169
 Fax
 Email works@kalakshetra.in
 iLok User ID

Register another product

Done with registration

(A) Newly purchased Mix Rack and units - ID Nos were registered with Ms. Devidenign Singh on consultant - Ms. Sowmya's report. Subed confirmation report is submitted. ✓

[Handwritten signature]

[Handwritten signature]
AO

[Handwritten signature]
AO

[Handwritten signature]
DIRECTOR

(52)

- 2) We, ANDHRA BANK, COOKE TOWN BRANCH, BANGALORE - 560084 do hereby undertake to pay the amount to M/S KALAKSHETRA FOUNDATION, THIRUVANMIYUR, CHENNAI - 600 041 if M/S. ANSATA COMPUTER SYSTEMS PVT. LTD failed to supply the products as per Purchase Order to M/S KALAKSHETRA FOUNDATION. However, liability under this guarantee shall be restricted to an amount not exceeding **Rs.7,45,300.00** (Rupees Seven Lakhs Forty Five Thousand Three Hundred Only)

- 3) We, ANDHRA BANK, COOKE TOWN BRANCH, BANGALORE - 560084 further agree that the guarantee herein contained shall remain in full force and effect for a period of **3 months**. Unless a demand or claim under this guarantee is made on us in writing on or before 13th Feb. 2010. We shall be discharged from all the liabilities under the guarantee thereafter.

- 4) We ANDHRA BANK COOKE TOWN BRANCH, BANGALORE - 560084 lastly undertake not to revoke this guarantee during its currency except with the previous consent of M/S ANSATA COMPUTER SYSTEMS PVT. LTD represented by MR. LESLIE J LEAN, MANAGING DIRECTOR in writing.

NOTWITHSTANDING anything contained herein above our liability under this guarantee is restricted to **Rs.7,45,300.00** (Rupees Seven Lakhs Forty Five Thousand Three Hundred Only) and this guarantee is valid upto **13th Feb. 2010** irrespective of whether or not the original guarantee is returned to us.

In witness thereof we have set our hand hereunder this 14th day of November, 2009

BG No.009109IGFIN0006
DT.14-11-2009
Rs.7,45,300/-
Valid up to 13-02-2010



For ANDHRA BANK

[Signature]
 Asst. General Manager 5/1321

[Handwritten mark]
 53

కృతే ఆంధ్రా బ్యాంక్ For ANDHRA BANK

[Signature]
 సహాయక పబ్లిక్ Assistant Manager
 కుక్క టౌన్ శాఖ, బెంగళూరు-560 084
 Cooke Town Branch, Bangalore-560 084



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

Sri/Smt. LESLIE J LEAN / ANDHRA BANK

s/d/w/o No. 9, D'Costa Layout
ಬೆಂಗಳೂರು

residing at Cooke Town Branch

Br. Name : ಬೆಂಗಳೂರು / BANGALORE-84

Date : Cooke Town - 4190
BANGALORE.

4 MAR

For STATE BANK OF MYSORE
Authorised Agent to collect stamp duty on
behalf of Government of Karnataka
Manager, Cooke Town Branch

ANDHRA BANK, COOKE TOWN BRANCH, BANGALORE

BANK GUARANTEE

- 1) Consequent upon **M/S KALAKSHETRA FOUNDATION**, THIRUVANMIYUR, CHENNAI – 600 041 (Hereinafter called the Beneficiary) having raised Purchase Order No.C:\ 2009-2010 \V.Admin\ 2.Engineering \ i.Plan \ d.Sound systems \ koothambalam.doc dt: 09.11.2009 on **M/S. ANSATA COMPUTER SYSTEMS PVT. LTD**, No. 53, C.K.GARDEN, WHEELER ROAD EXTN., BANGALORE – 560 084 (Hereinafter called the Supplier) for purchase of Digidesign VENUE Mix Rack System and whereas the terms and conditions contained in the said Purchase Order required the production of Bank Guarantee of **Rs.7,45,300.00** (Rupees Seven Lakhs Forty Five Thousand Three Hundred Only) toward security against advance payment. Now therefore, we the Bank, ANDHRA BANK, COOKE TOWN BRANCH, BANGALORE - 560084 (hereinafter referred to as the bank) and at the request of M/S ANSATA COMPUTER SYSTEMS PVT. LTD represented by MR. LESLIE J LEAN, MANAGING DIRECTOR, do hereby and undertake to pay to M/S KALAKSHETRA FOUNDATION, THIRUVANMIYUR, CHENNAI an amount not exceeding **Rs.7,45,300.00** (Rupees Seven Lakhs Forty Five Thousand Three Hundred Only) as security towards the advance payment of Rs. 7,45,300.00 by the Beneficiary by reason of any breach by the said Supplier of non delivery of equipment required as per the terms and conditions of the Purchase order issued by the Beneficiary.

कृते आन्ध्रा बैंक For ANDHRA BANK

1

कृते आन्ध्रा बैंक For ANDHRA BANK

59

सहायक प्रबंधक Assistant Manager
कुक टाउन शाखा, बेंगलूर-560 084
Cooke Town Branch, Bangalore-560 084

सहायक महाप्रबंधक Asst. General Manager
कुक टाउन शाखा, बेंगलूर-560 084
Cooke Town Branch, Bangalore-560 084



- 2) We, ANDHRA BANK, COOKE TOWN BRANCH, BANGALORE - 560084 do hereby undertake to pay the amount to M/S KALAKSHETRA FOUNDATION, THIRUVANMIYUR, CHENNAI - 600 041 if M/S. ANSATA COMPUTER SYSTEMS PVT. LTD failed to supply the products as per Purchase Order to M/S KALAKSHETRA FOUNDATION. However, liability under this guarantee shall be restricted to an amount not exceeding **Rs.7,45,300.00** (Rupees Seven Lakhs Forty Five Thousand Three Hundred Only)
- 3) We, ANDHRA BANK, COOKE TOWN BRANCH, BANGALORE - 560084 further agree that the guarantee herein contained shall remain in full force and effect for a period of **3 months**. Unless a demand or claim under this guarantee is made on us in writing on or before 13th Feb. 2010. We shall be discharged from all the liabilities under the guarantee thereafter.
- 4) We ANDHRA BANK COOKE TOWN BRANCH, BANGALORE - 560084 lastly undertake not to revoke this guarantee during its currency except with the previous consent of M/S ANSATA COMPUTER SYSTEMS PVT. LTD represented by MR. LESLIE J LEAN, MANAGING DIRECTOR in writing.

NOTWITHSTANDING anything contained herein above our liability under this guarantee is restricted to **Rs.7,45,300.00** (Rupees Seven Lakhs Forty Five Thousand Three Hundred Only) and this guarantee is valid upto **13th Feb. 2010** irrespective of whether or not the original guarantee is returned to us.

In witness thereof we have set our hand hereunder this 14th day of November, 2009

BG No.009109IGFIN0006
DT.14-11-2009
Rs.7,45,300/-
Valid up to 13-02-2010



For ANDHRA BANK

[Handwritten Signature]
Asst. General Manager

कृते आंध्र बँक For ANDHRA BANK

[Handwritten Signature]
सहायक प्रबंधक Assistant Manager
कोक टाउन शाखा, बंगलूर-560 084
Cooke Town Branch, Bangalore-560 084

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

Sri/Smt. ANDHRA BANK

s/d/w/o No. 9, D'COSE Layout

Cooke Town Branch residing at

Br. Name : बंगलूर / BANGALORE-84

Date : Cooke Town - 4190
BANGALORE.

For STATE BANK OF MYSORE
Authorised Agent to collect stamp duty on
behalf of Government of Karnataka
Manager, Cooke Town Branch

4 MAR

ANDHRA BANK, COOKE TOWN BRANCH, BANGALORE

BANK GUARANTEE

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कृते आन्ध्रा बैंक For ANDHRA BANK

सहायक प्रबंधक Assistant Manager
कुक् टाउन शाखा, बंगलूर-560 084
Cooke Town Branch, Bangalore-560 084

1

कृते आन्ध्रा बैंक For ANDHRA BANK

सहायक महा प्रबंधक Asst. General Manager
कुक् टाउन शाखा, बंगलूर-560 084
Cooke Town Branch, Bangalore-560 084

56

Sub: Up gradation of Sound system in Koothambalam – Supply of Degidesign console – return of Bank guarantee – Reg.

Ref: Supply order letter dated 18.11.2009.

– P 38

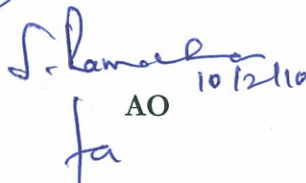
The supplying of Degidesign products was entrusted to M/s. ANSATA COMPUTER SYSTEMS PVT LTD, at a total cost of Rs.29,81,290/- + VAT, with advance payment of Rs.7,45,300/- as against bank guarantee submitted by the supplier.

The supply order was effected and delivered materials were checked and payment was made to the supplier as per the certification of consultant.

Now, the supplier M/s. ANSATA COMPUTER SYSTEMS PVT LTD, requested us to send back the bank guarantee in original submitted by them.

Submitted for information and approval please.


EO


AO 10/12/10
fa


CAO
11/02/10


DIRECTOR 11/2

✓

- 2) We, ANDHRA BANK, COOKE TOWN BRANCH, BANGALORE - 560084 do hereby undertake to pay the amount to M/S KALAKSHETRA FOUNDATION, THIRUVANMIYUR, CHENNAI - 600 041 if M/S. ANSATA COMPUTER SYSTEMS PVT. LTD failed to supply the products as per Purchase Order to M/S KALAKSHETRA FOUNDATION. However, liability under this guarantee shall be restricted to an amount not exceeding **Rs.7,45,300.00** (Rupees Seven Lakhs Forty Five Thousand Three Hundred Only)
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NOTWITHSTANDING anything contained herein above our liability under this guarantee is restricted to **Rs.7,45,300.00** (Rupees Seven Lakhs Forty Five Thousand Three Hundred Only) and this guarantee is valid upto **13th Feb. 2010** irrespective of whether or not the original guarantee is returned to us.

In witness thereof we have set our hand hereunder this 14th day of November, 2009

BG No.009109IGFIN0006
DT.14-11-2009
Rs.7,45,300/-
Valid up to 13-02-2010



For ANDHRA BANK

Asst. General Manager 5/1321

कृते आन्ध्र बँक For ANDHRA BANK

सहायक प्रबंधक Assistant Manager
कोक टाउन शाखा, बंगलूर-560 084
Cooke Town Branch, Bangalore-560 084



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

Sri/Smt. ANDHRA BANK

s/d/w/o No. 53, D'Costa Layout

Cooke Town Branch residing at

Br. Name : बेंगलूर / BANGALORE-84

Date : Cooke Town - 4190
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For STATE BANK OF MYSORE
Authorised Agent to collect stamp duty on
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Manager, Cooke Town Branch

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ANDHRA BANK, COOKE TOWN BRANCH, BANGALORE

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कृते आन्ध्रा बैंक For ANDHRA BANK
सहायक महाप्रबंधक Assistant Manager
कुक टाउन शाखा, बेंगलूर-560 084
Cooke Town Branch, Bangalore-560 084

1

कृते आन्ध्रा बैंक For ANDHRA BANK
सहायक महाप्रबंधक Asst. General Manager
कुक टाउन शाखा, बेंगलूर-560 084
Cooke Town Branch, Bangalore-560 084



16th February 2010

M/s. Ansata computer systems Private Limited,
53, C.K. Garden,
Wheeler Road Extn.,
Bangalore - 560 084.

Dear Sir,

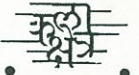
We are sending herewith the bank guarantee in Original/cancelled for the value of Rs.7, 45,300/- by Andhra Bank, Cooke Town Branch, Bangalore, submitted by you for executing the supply of materials to us.

Kindly acknowledge the receipt of the same.

Yours faithfully,


T.S. Murthi
Chief Accounts Officer

Encl.: as above





Thank you for purchasing a VENUE product.

Dear Digidesign Customer,

VENUE is Digidesign's innovative, state-of-the-art live sound environment offering the quality and functionality of high-end live sound mixing systems at an affordable price. Each VENUE product is the result of an intense research and development effort, and is designed with input from a variety of seasoned live sound professionals specifically to meet the specialized requirements of live sound. The result is a purpose-built, modular live sound system that delivers studio-grade sound quality, maximum reliability, and unprecedented flexibility. We ask you to take a few moments to do the following:

Registration—Please complete the registration card enclosed in the product packaging. Registration is the only way we can provide you with information concerning your purchase, inform you of new products, and activate your Technical Support agreement. Registration is the most important thing you can do as a new user.

Installation and Operation—Please take a moment to consult the User Guide included with your system. This will ensure proper setup and configuration.

Be prepared. Each VENUE system ships with several CDs, including a System Restore CD. These CDs should be kept with the system at all times. In the event that a partial or full system restore is required, you will need to have these CDs on hand to re-install the D-Show system software and plug-ins.

Web Support—Please visit www.digidesign.com for the latest product information, including software updates, plug-in compatibility, and Answerbase solutions. Also be sure to visit the Digidesign User Conference at duc.digidesign.com for tips, tricks, and troubleshooting suggestions from Digidesign support staff and fellow live sound professionals.

Naturally, ongoing development for all our products continues in high gear. At Digidesign, your ideas for future improvements and products are more than important to us—they're vital to the growth of our product family. If you have any comments or suggestions, please write to the Product Management Department at Digidesign.

On behalf of everyone at Digidesign, we wish you many years of creative productivity and thank you for choosing VENUE!



www.digidesign.com

DIGIDESIGN

2001 Junipero Serra Boulevard
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PRODUCT INFORMATION (USA)

Tel: 800.333.2137

INTERNATIONAL OFFICES

Visit the Digidesign website
for contact information

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Software License and Usage Agreement

By installing or otherwise using the included Software, you agree to be bound by the terms of this License Agreement. If you do not agree to the terms of this License Agreement do not use or install the Software.

1. License. YOU (either as an individual or an entity) MAY: (a) use the included Software on a single Digidesign VENUE system; (b) physically transfer the Software from one VENUE system to another provided that the Software is used on only one system at a time; and (c) install a second copy of the Software in the event that the first Software installation is unusable.

YOU MAY NOT: (a) distribute copies of the Software or any included documentation to others; (b) modify or grant sublicenses or other rights to the Software; and (c) use the Software in a computer service business, network, time-sharing, multiple CPU or multiple user arrangement without the prior written consent of Digidesign.

The License is effective until terminated. You may terminate this License at any time by destroying the Software together with any copies in any form. This Agreement, including the license to use the Software, will terminate automatically if you fail to comply with any term of condition of this Agreement.

2. Ownership. This License is not a sale of the Software or any firmware contained in the VENUE system. Digidesign and its licensors retain all rights, interest, title in and ownership of the Software, firmware and documentation, including all intellectual property rights. No title to the intellectual property in the Software and firmware is transferred to you. You will not acquire rights to the Software and firmware except as expressly set forth above.

3. No Reverse Engineering and Other Restrictions. You agree that you will not (and if you are a corporation, you will use your best efforts to prevent your employees and contractors from attempting to) reverse engineer, disassemble, compile, modify, translate, investigate or otherwise study the Software or VENUE System (including, but not limited to any software, firmware, hardware components or circuits) in whole or in part.

4. Compliance with Laws and Indemnification. You agree to use the Software in a manner that applies to all applicable laws in the jurisdiction in which you use the Software, including all intellectual property laws. You may not use the Software or firmware in conjunction with any device or service designed to circumvent technological measures employed to control access to, or the rights in, a content file or other work protected by the copyright laws of any jurisdiction. You agree to indemnify, defend, and hold harmless Digidesign and its licensors from and against losses, damages, expenses, (including reasonable attorneys' fees), fines, or claims arising from or relating to any claim that the Software or VENUE system was used by you to violate, either directly or indirectly, another party's intellectual property rights.

5. Limited Warranty on Software. Digidesign warrants that the media on which the Software is furnished will be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of purchase. If a defect appears during the warranty period, return the diskette/compact disc to Digidesign, and you will receive a free replacement, or at Digidesign's option, a refund, as long as the Software, documentation, accompanying hardware, and diskettes are returned to Digidesign with a copy of your receipts. This Limited Warranty is void if failure of the Software has resulted from accident, abuse, or misapplication. Any replacement Software will be warranted for the remainder of the original warranty period. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY BY JURISDICITON.

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On behalf of everyone at Digidesign, we wish you many years of creative productivity and thank you for choosing VENUE!



www.digidesign.com

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Connecting the FOH Link Cable

These instructions explain how to connect the FOH Link cable (9180-31606-00) between an FOH Rack (9100-32598-01) or Mix Rack (9900-58203-00) and either a D-Show Main console (9100-31542-01) or D-Show Profile console (9100-55498-00).

1. Align the mating halves. The wide key on the cable shell corresponds to the thick ridge on the black plastic boot of the cable connector, and should be facing up when plugged into the rear of the console or system rack.
2. Insert the plug into the receptacle. Make sure to insert it straight into the receptacle, perpendicular to the panel surface (not at an angle). You should feel the alignment keys of the cable plug drop into the keyways of the panel receptacle, and the pins should start to mate with the sockets.
3. Lock the plug. While pressing the plug straight into the receptacle, engage the locking ring of the plug with the retaining tabs on the receptacle. Twist the locking ring in a clockwise direction while continuing to press the plug straight into the receptacle. Twist the ring only—do not twist the plug body! Twisting the plug body can damage the cable or connector pins.
4. Verify the connection. The locking ring should stop turning, and the plug should now be solidly attached to the receptacle and perpendicular to the chassis.
5. Repeat with the other end of the cable.

Failure to follow these steps could result in damage to either the cable or the chassis receptacle.



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Installing the ECx Ethernet Option Host Software—Your VENUE system includes the ECx Ethernet Option, which allows you to remotely control the system using a laptop computer or tablet PC. Before you can use it, you will need to install the ECx host software, which enables communication between your VENUE system and a computer running remote client software, as follows:

1. Insert the included ECx Ethernet Option CD into the FOH Rack or Mix Rack CD-ROM drive.
2. Put the system in Config mode by either pressing the console's Config switch or by double-clicking the Mode display in the Status Bar, which is located in the lower-right corner of the screen.
3. Go to the Options page and click the System tab.
4. Click Update.
5. Click Yes to begin the installation.
6. Once the ECx host software installation is complete, the system will restart.



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VENUE: Software Installation Information

Thank you for purchasing a VENUE system. Before you get started, please be sure to read through the following information to install the extra software included with your system.

Installing and Authorizing VENUEPack and VENUEPack Pro Plug-ins—VENUE systems include one or more plug-in bundles, depending on the system configuration purchased. To use the plug-ins in these bundles, you will need to install and authorize them first.

- VENUE Mix Rack systems include the VENUEPack bundle. You can purchase the VENUEPack Pro bundle, which includes a Mix Engine card and additional professional plug-ins, separately.
- VENUE FOH Rack systems include both VENUEPack and VENUEPack Pro bundles.

To install a plug-in:

1. Put the system in Config mode by either pressing the console's Config switch or by double-clicking the Mode display in the Status Bar, which is located in the lower-right corner of the screen.
2. Insert the included VENUEPack CD into the FOH Rack or Mix Rack CD-ROM drive.
3. Go to the Options page and click the Plug-ins tab.
4. Select the CD-ROM drive from the device selector at the top of the "Plug-ins to Install" list on the left.
5. Select a plug-in from the "Plug-ins to Install" list by doing any of the following:
 - Click to select a single installer
 - Shift-click to select multiple contiguous installers
 - Control-click to select or deselect installers one at a time
6. Click Install to install the selected plug-ins. Once installed, the plug-in appears in the Installed Plug-Ins list on the right.

As part of this installation process, your VENUE system will check the authorizations for all plug-ins you install. All VENUEPack plug-ins are pre-authorized for use via the iLok USB Smart Key included with your system. VENUEPack Pro plug-ins (included with FOH Rack or purchased separately) must be authorized during the installation process by using the included License Cards, as follows:

To authorize VENUEPack Pro plug-ins:

1. Plug your iLok USB Smart Key into an available USB port on your VENUE system.
2. When a plug-in authorization dialog appears, follow the onscreen instructions until you are prompted to insert the License Card into the iLok.
3. Separate the License Card (the removable plastic tab) from the larger protective card by pulling the cutout up and out with your thumb.
4. Insert the metal chip end of the License Card into the slot on the end of the iLok.
5. Follow the onscreen instructions to complete the authorization process.
6. After authorization is complete, remove the License Card from the iLok.

Important: Do not unplug the iLok at any time during the authorization process.

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