



Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : 8a1cbd58a9aec2c055df

Receipt Date : 10-May-2023 05:35:16 pm

Receipt Amount : 1000/-

Amount In Words : One Thousand Rupees Only

Document Type : Agreement or Memorandum of an Agreement

District Name : Ranchi

Stamp Duty Paid By : MS ORBIT ANIMATE PVT LTD

Purpose of stamp duty paid : AGREEMENT

First Party Name : JHARKHAND COUNCIL ON SCIENCE
TECHNOLOGY AND INNOVATION

Second Party Name : MS ORBIT ANIMATE PVT LTD

GRN Number : 2317123510

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इस रसीद का उपयोग केवल एक ही दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु ही किया जा सकता है। पुनः प्रिन्ट कर अथवा फोटो कॉपी आदि द्वारा इसी रसीद का दुसरे दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय मुद्रांक अधिनियम, 1899 की धारा 62 अन्तर्गत दण्डनीय अपराध है।

AGREEMENT

Between

JHARKHAND COUNCIL ON SCIENCE, TECHNOLOGY & INNOVATION
SCIENCE CITY CAMPUS
CHIROUNDI, MORABADI
RANCHI 834008

And

M/s. ORBIT ANIMATE PVT. LTD.
Ecostation, Unit No.-702, 7th Floor,
Plot No.-7, Sector-V, Salt Lake, Kolkata-700091

NAME OF THE SERVICE

Daily Operation of 2D Hybrid Full Dome Digital Planetarium system of
Varahamihir Planetarium, Ranchi

R. K. S. S. S.
10.5.23

कार्यपालक निदेशक
झारखण्ड विज्ञान एवं प्राथमिकी परिषद्
रांची-834008



AGREEMENT

ARTICLES OF AGREEMENT made at Ranchi this **10th** day of **May, 2023** between JHARKHAND COUNCIL ON SCIENCE, TECHNOLOGY & INNOVATION, Science City campus, Chiroundi, Morabadi, Ranchi- 834008 hereinafter referred to as "JCSTI" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns ON THE ONE PART.

And

M/s. Orbit Animate Pvt. Ltd., Ecostation, Unit No. 702, Sector - V, Salt Lake, Kolkata - 700091 hereinafter referred to as "**Agency**" which expression shall unless repugnant to the context or meaning thereof include his/ their heirs, executors, administrators, successors, legal representatives and/or assigns ON THE OTHER PART.

WHEREAS the JCSTI wishes to engage M/s Orbit Animate Pvt Ltd who has been responsible Indian counterpart of M/s Carl Zeiss AG (Germany) to take over the Daily Operations of the 2D Hybrid Full Dome Digital Planetarium system of Varahamihir Planetarium, Ranchi.

NOW IT IS HEREBY AGREED, DECLARED AND CONFIRMED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. In the beginning, the contract shall be for an initial period of **one-year w.e.f. 24.05.2023.** Thereafter, the contract may be extended for a further period of 2 years on year-to-year basis on the same terms and conditions subject to satisfactory performance and services of the Agency as decided by JCSTI.
2. The Agency shall ensure that all statutory wages and allied benefits like P.F., Bonus, ESIC, etc., as are prescribed by the Government from time to time, are paid to their staff deployed for the purpose of this contract. The Agency shall remain liable to the authorities concerned for compliance of the respective existing rules and regulations of the Govt. for this purpose and shall also remain liable for any contravention thereof. The Agency shall abide by the minimum wage legislations and pay minimum wage as per law to their staff deployed at any time by them in the campus of the Varahamihir Planetarium, Ranchi for the purpose of this contract.
3. The JCSTI shall pay to the Agency a sum of Rs. 19.6 Lacs plus GST as applicable per annum towards Daily Operation of 2D Hybrid Full Dome Digital Planetarium system of Varahamihir Planetarium, Ranchi. No other charges excepting the contract value shall be paid by JCSTI to the Agency.

R. Chandra
10.5.23

कार्यपालक निदेशक
झारखण्ड विज्ञान एवं प्राविधिक परिषद
राँची-834008



4. The payment of the fees shall be made 50% on commencement of services as advance and 50% on the commencement of half year.
5. The Agency shall remain fully responsible for daily operation of the 2D Hybrid Full Dome Digital Planetarium system of Varahamihir Planetarium, Ranchi as per the requirement during the entire period of the contract.
6. The Agency shall be responsible for entire operation and services carried out in accordance with the terms, conditions and scope of work stipulated in the quotation Ref: ORB-OP/02/PLA-14/22, dated 30.03.2022 and Ref: ORB-OP/02/PLA-14/22, dated 29.08.2022 in this regard.
7. For the purpose of the contract, Varahamihir Planetarium, Ranchi remains open on all 364 days in a year from 12 p.m. to 08 p.m. on weekdays & from 10 a.m. to 08 p.m. on weekends throughout the year and the agency has to provide the required uninterrupted service throughout the year by deploying adequate number of manpower with staggering duty on all 364 days in a year and the Agency shall be responsible to operate the said system. The timing of daily operation of the system may vary during the peak season as per the requirement and according to the discretion of the authority of JCSTI.
8. The Agency shall submit a detailed work plan towards deployment of manpower for daily operation of the shows including their weekly off.
9. The Agency shall deploy one Supervising operator and three operators at Varahamihir Planetarium, Ranchi whose minimum qualification is as follows:

- a) Supervising Operator : ITI/Diploma with minimum 2 years of experience in operating Planetarium.
- b) Operators : ITI/Diploma in Electrical or Certificate Training in IT & Networking with at least 1 month of training in a reputed Planetarium.

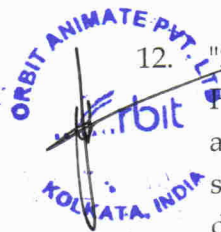
10. The Agency shall maintain a Log Book of all operation work carried out every fortnightly and obtain the signature of the Officer-in-Charge of the respective Log Book.

11. In the instance cases where the Agency fails to provide services which results in non-operation of daily shows of Varahamihir Planetarium, Ranchi, continuously for more than two weeks for any reason, other than the reasons for which both JCSTI and Agency are mutually agreed upon, the Agency shall extend the services for the above said duration free of cost.

12. "2D Full Dome Digital Space Show" is a special attraction for the visitors to Varahamihir Planetarium, Ranchi. The number of shows per day depends on visitors' demand and accordingly the Agency shall deploy adequate manpower for smooth operation of these shows in Varahamihir Planetarium, Ranchi Building during above mentioned timing during the year as per direction of JCSTI Authorities.

Rahulchandra
10-5-23

कार्यपालक निदेशक
झारखण्ड विज्ञान एवं प्रौद्योगिकी
राँची-334008

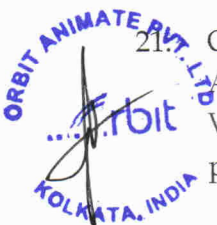


13. The payment shall be made on half yearly basis through NEFT/RTGS within 30 days from the date of submission of the proper and pre-receipted bill, duly certified by the authorized representative of JCSTI on satisfactory completion of the work of operation of the system.
14. A specified number of employees of the Agency shall have free access to the Varahamihir Planetarium, Ranchi for the purpose of this contract by producing photo identity / pass, which shall be issued to them by JCSTI. Such passes shall prominently be displayed by the pass holder while entering into and remaining within the premises of Varahamihir Planetarium, Ranchi.
15. All the persons engaged by the Agency for providing the above service to the Varahamihir Planetarium, Ranchi shall be his/ their own employees, regular or otherwise, and shall not, in any way, be consider as employee of JCSTI in any manner whatsoever. They shall, however, strictly abide by the instructions issued by JCSTI for providing appropriate services to Varahamihir Planetarium, Ranchi.
16. The Agency shall fully ensure that all disputes arising between the Agency and their employees / personnel are properly dealt with by the Agency at their own registered premises and no demonstration / agitation of any kind shall take place inside or near the entrance of Varahamihir Planetarium, Ranchi.
17. The personnel thus deployed by the Agency within the campus of Varahamihir Planetarium, Ranchi shall always wear clean uniforms, embossing the name of the Agency and shall deal with visitors and JCSTI officials with polite and courteous behavior and shall maintain absolute integrity, failing which, the erring staff of the Agency shall be withdrawn from the Varahamihir Planetarium, Ranchi premises forthwith on receiving a written complaint from JCSTI authority.
18. In case of breach of terms & conditions by the Agency, JCSTI, Ranchi reserves the right to terminate the contract after 30 days from issuing written notice to the Agency.
19. The Agency shall not assign or in any way transfer the rights under this contract to any other person or agency. In case, the right of contract is transferred to other persons / agencies in any manner then the contract shall automatically get terminated without any reference to Agency and Agency shall be entirely responsible for the same.
20. JCSTI shall not be responsible for any injury taken place to any of the Agency's employees, who is/are deployed at Varahamihir Planetarium, Ranchi within/ outside the premises/site during the currency of the contract.
21. On the last day of its term as per the agreement, or on termination of the contract, the Agency shall withdraw its manpower & materials at site and fully vacate the Varahamihir Planetarium, Ranchi after clearing up its surroundings and removal all its personnel from the campus of Varahamihir Planetarium, Ranchi.

R. Ghosh
10-5-23

कार्यपालक निदेशक

झारखण्ड विज्ञान एवं प्राविधिकी परिषद्
राँची-834008



22. In case of any damage caused to the installation due to negligence, carelessness or inefficiency of staff of the firm the Agency shall be responsible to make good the loss.
23. In case of any dispute arising out of this contract between the JCSTI and the Agency, the matter shall be referred to single arbitration under Arbitration and Conciliation Act 1996. Venue of Arbitration shall be at Ranchi, Jharkhand. First effort to resolve dispute amicably by direct informal negotiations. In case of failure of such effort, such dispute or difference shall be referred to the sole arbitrator. The award of the arbitrator shall be final and binding on the parties.
24. The Agreement shall be subjected to jurisdiction of the courts at Ranchi, Jharkhand.

In witness whereof the parties here to have set their respective hands and executed those present on the day, month and year first above written :


Signed for and on behalf the **JHARKHAND COUNCIL ON SCIENCE, TECHNOLOGY & INNOVATION, RANCHI**

Ranjkhand
10.05.23
कार्यपालक निदेशक
झारखण्ड विज्ञान एवं प्रावैधिकी परिषद्
राँची-834008

In presence of :-

- 1) *[Signature]* 10/05/23 (PRIYA RANJAN)
तकनीकी पदाधिकारी
- 2) *[Signature]* 10-5-23

Signed for and on behalf of M/s. ORBIT ANIMATE PVT. LTD., KOLKATA

[Signature]
Mr. Anjanaya Maistra
CEO 10.05/20


In presence of :-

- 1) *Tapas Hore* 10/05/23
(TAPAS HORE)
- 2) *Supriya Biswas* 10/05/23
(SUPRIYA BISWAS)