



Government of Uttar Pradesh

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ACC Name: Vikas Chauhan ACC Code: UP14003304
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 License No. - 1702018, Tehsil & Distr - G.B. Nagar

Certificate No. : IN-UP74631051762842X
 Certificate Issued Date : 05-Aug-2025 11:00 AM
 Account Reference : NEWIMPACC (SV)/ up14003304/ NOIDA/ UP-GBN
 Unique Doc. Reference : SUBIN-UPUP1400330446885261553509X
 Purchased by : EDCIL INDIA LIMITED
 Description of Document : Article 5 Agreement or Memorandum of an agreement
 Property Description : Not Applicable
 Consideration Price (Rs.) :
 First Party : IREL INDIA LIMITED MUMBAI
 Second Party : EDCIL INDIA LIMITED
 Stamp Duty Paid By : EDCIL INDIA LIMITED
 Stamp Duty Amount(Rs.) : 500
 (Five Hundred only)



Please write or type below this line

MEMORANDUM OF UNDERSTANDING

BETWEEN

IREL (INDIA) LIMITED, MUMBAI
 &
EdCIL (INDIA) LIMITED, NEW DELHI

This MoU is made on **06th day** of month of **August** Two Thousand Twenty-Five (**2025**)

BETWEEN

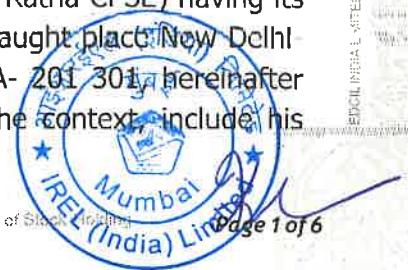
The **IREL (India) Limited**, A Government of India Enterprise, (A Mini Ratna CPSE) having its Registered Office at Plot No. 1207, ECIL Building, Veer Savarkar Marg Opp. Siddhivinayak Temple, Prabhadevi, Mumbai-400028 hereinafter referred to as "**IREL**" which expression shall, unless repugnant to the context, include his successor in office and assignees of the **ONE PART**.

AND

M/s EdCIL (India) Limited, A Government of India Enterprise, (A Mini Ratna CPSE) having its Registered Office at 7th Floor, Ambadeep Building, 14- K.G. MARG, Cannaught place, New Delhi-110001 and Corporate office at EdCIL House, 18-A, Sector 16-A, NOIDA- 201301 hereinafter referred to as "**EdCIL**", which expression shall, unless repugnant to the context, include his successors and permitted assignees of the **OTHER PART**.

Statutory Alert:

- The authenticity of the stamp on this document can be verified at www.edcilstamp.com or using e-Stamp Mobile App of EdCIL Limited. Any discrepancy in the details on this certificate and as available on the website / Mobile App renders it invalid.
- The onus of checking the legitimacy lies on the users of this certificate.
- In case of any discrepancy, please contact EdCIL House, 18-A, Sector 16-A, NOIDA- 201301.



WHEREAS, IREL is India's premier government-owned miner and processor of rare earth and heavy mineral sands, headquartered in Mumbai. The company operates multiple integrated mining and processing units—including the Rare Earths Division in Aluva (Kerala), the Odisha Sand Complex (OSCOM), Chavara (Kerala), and Manavalakurichi (Tamil Nadu)—with a combined plant capacity exceeding one million tonnes annually to produce ilmenite, rutile, zircon, garnet, sillimanite, and mixed rare earth chlorides.

IREL produces high-purity rare earth oxides at its Aluva facility and, in recent years, has set up a rare-earth permanent-magnet plant in Visakhapatnam and a theme park in Bhopal to foster value-added industries.

AND WHEREAS, IREL has agreed to associate with **EdCIL** as Turnkey service provider for the implementation of 16 Nos. of Tinker Lab in the Govt. schools identified by IREL under their CSR.

1. Scope of Work

To Implement the 16 Nos. Tinkering Labs in the following Govt. schools identified by IREL:

Sl.	Name & Address of School	Name of District
1	Govt. Girls High School, Berhampur, O-760002	Ganjam
2	Odisha Adarsh Vidyalaya Chamakhandi, Chatrapur, O-760002	
3	Govt. Science College/Govt. H.S Chatrapur, Chatrapur, O- 761020	
4	Madana Mohan a High School, Chhotapur, P.O Manapada, O-752011	Puri
5	Atibadi Jagannath Das Govt. Higher Secondary School, Kapileswar, Brahmagiri, O-752013	
6	Govt. ASHS, Puthenthura, Neendakara village	
7	Govt. LPS, Pandarathuruthu, Alappadu Village	Kollam
8	Govt. HS, Cheriyazheekal, Alappadu Village	
9	Government Girls Higher Secondary School, Kadiapattinam, Manavalakurichi – 629252	
10	Government High School Cheramangalam Manavalakurichi – 629252	Kanniyakumari
11	Devaswom Higher Secondary School, Mondaikadu – 629252	
12	St. Michael's High School, Kodimunai Colachel – 629251	
13	St. James High School, Vaniyakudi Colachel – 629251	
14	St. Ignatius Higher Secondary School, Kurumpanai, Colachel – 629251	
15	Government (A.D.W) Higher Secondary School, Kalingarajapuram Ezhudesam – 629154	
16	Government Higher Secondary School, Ezhudesapattu, Kanjampuram Ezhudesam - 629154	

Note: The list as above is tentative. Based on the conditions prevailing on site, the lab may be taken up in any other school in place of the school listed above in that vicinity, subject to the total no. of schools remaining 16 Nos.



For the above given List of Schools, the Scope of Work will be as follows:

Sl.	Scope of Work
1	Setup of 16 Nos. models, One-year Comprehensive Warrantee is included in this cost.
2	Teachers Training Program in each school with reporting and documentation.
3	Baseline & Endline survey for each school;

2. Project Cost, Cost Breakup and Payment Terms

The costs towards setting-up of 16 Nos. Tinker Lab are given hereunder:

Sl.	Particular	Nos.	Unit Cost (Rs.)	GST (18%) on Unit cost	Total Per unit incl GST (Rs.)	Total Cost for 16 Nos. Labs incl. GST (Rs.)
1	Tinkering Lab	16	8,08,500/-	1,45,530/-	9,54,030/-	1,52,64,480/-

2.1 Item-wise Cost Breakup

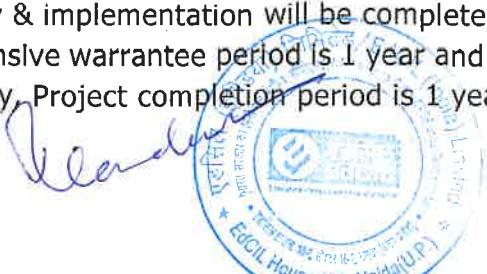
Sl.	Description	Unitcost (Rs.)
1.1	Setup of 16 Nos. model One-year Comprehensive Warrantee is included in this cost.	5,50,000
1.2	Teachers Training Program - 15 training in each school with reporting and documentation.	2,20,000
1.3	Baseline & Endline survey per school including all tour &travel, boarding, lodging etc. for complete project;	38,500
	Total (for 16 Models per lab)	8,08,500/-
	Total for 01 Tinker Lab including GST@18%	9,54,030/-
	Grand Total for 16 Nos. Tinker Lab including GST@18%	1,52,64,480/-

2.2 Proposed Payment Terms

Sl.	Payment Terms
1.	100% of 1.1 on Completion of Deliveries/Installation;
2.	50% of 1.2 & 50% of 1.3 on completion of Teacher's Training & Baseline Survey;
3.	Balance on completion of Project warrantee period;

3. TIMELINES

The supply & implementation will be completed within 3 months of the award of LoA. The comprehensive warrantee period is 1 year and will be started from the date of Installation. Accordingly, Project completion period is 1 year 3 months.



The following standard timelines will be observed from the date of signing of MoU between EdCIL and IREL:

S. No.	Particular	Timelines (Days)**
i.	Supply, Installation, Baseline Survey, 1 st Teachers Training	3 Months from the date of signing of MoU
ii.	End Line Survey & 2 nd Teachers Training	6 months after Completion of Baseline Survey;

4. OBLIGATIONS OF IREL

The following obligations of IREL are felt necessary for successful execution of the project:

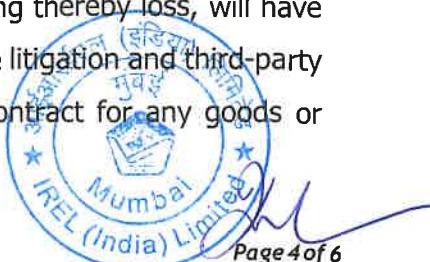
- i. IREL will appoint a Nodal person for coordination with EdCIL for smooth execution of project.
- ii. IREL to provide suitable sites (physical space) for storage of equipment / items preferably at beneficiary school/s.
- iii. The IREL shall provide the necessary power supplies, water supply etc. for installation of the equipment, wherever required.
- iv. Beneficiary schools/IREL to issue necessary certificates / forms required for delivery & installation of equipment / items.

5. GENERAL

5.1 Termination and Breach of MoU

In the event of any adverse occurrence or situation which may render carrying out the obligations under this MoU unworkable beyond the reasonable controls, the party affected to this MoU thereby, shall notify the other, in writing within 15 days about such occurrence / situation. Upon the receipt of such notice, the affected party shall be relieved from its liability subject to bearing of the cost incurred earlier to such occurrence / situation and related thereto by invoking this clause at the time of termination.

In the case of breach of MoU by either of parties, the other party sustaining thereby loss, will have claim for reasonable and all consequential damages including cost of future litigation and third-party liabilities to whom any work is assigned by either of the party of this contract for any goods or services, from its counterpart.



5.2 Amendment to the MoU

The obligations of IREL and EdCIL have been provided here in-before. However, during the period of the MOU, circumstances may arise which call for alteration or modification of this MOU. These modifications/ alterations will be mutually discussed and agreed upon in writing.

5.3 Settlement of Disputes/Arbitration

5.3.1. In the event of any question, dispute and/or difference whatsoever arises or will arise under this MOU or in connection therewith including any questions as to existence, meaning and interpretation of any Clause of this MOU or any alleged breach thereof, the same shall be settled as far as possible by mutual discussions and consultations between the parties to this MOU.

5.3.2. In the event of dispute and/or difference relating to the interpretation and application of the provisions of this MOU, such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE-02/0001/2023-AMRCD/FTS-13578 dated 17/12/2024.

5.4 Applicability of Law

This MOU shall be governed by the Laws of India.

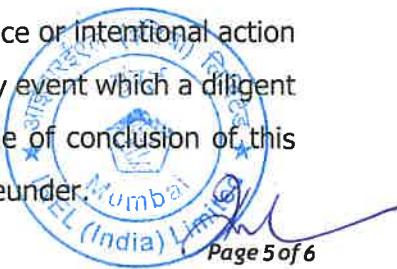
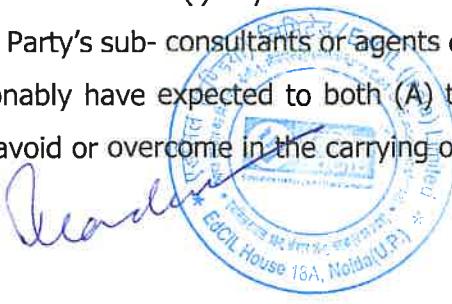
5.5 Language

The ruling language according to which the MOU is to be construed and interpreted shall be the English Language.

6. FORCE MAJEURE

For the purpose of this contract "Force Majeure" means an event which is beyond the reasonable control of a party and which makes a party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances and includes but not limited to war, riots, civil disorder, earthquake, fire explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial actions are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's sub- consultants or agents or employees nor (ii) any event which a diligent Party could reasonably have expected to both (A) take into account at time of conclusion of this contract and (B) avoid or overcome in the carrying out of its obligations hereunder.



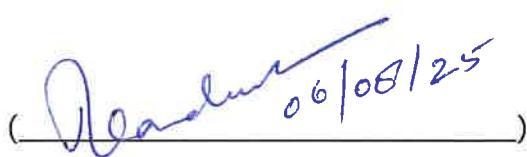
7. JURISDICTION

All matters under this MOU and in connection with this MOU shall be subject to jurisdiction of New Delhi courts.

8. EFFECTIVENESS AND DURATION OF MOU

This MOU shall be deemed to have come into force on the date of signing of the MOU and shall be effective till 2 years from the date of signing.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day, month and year first above written.


06/08/25

Name: Designation: Seal:

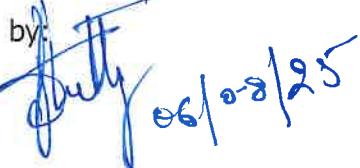
Nandesh Babu M
DGM C EDCIL



For and on Behalf of

EdCIL (India) Limited,
[A Government of India Enterprise]

Witnessed by: 
06/08/25

Witnessed by: 
06/08/25


06/08/25

Name: Designation: Seal:

K V Ramakrishna
GM (CP)



For and on Behalf of

IREL (India) Limited
[A Government of India Enterprise]

Witnessed by: 

Witnessed by: 
06/08/25