

Date: 19.09.2017



To,
The Bombay Stock Exchange,
P J Tower, Dalal Street
Mumbai-400001

Dear Sir,

SUB: M/s MSR India Limited has received purchase order for Supply of 1200 Nos 1 liter copper bottle to National Payments Corporation of India

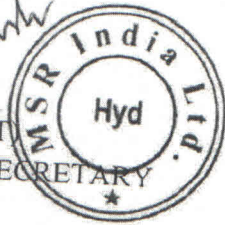
With reference to the above mentioned subject, we inform the exchange that the Company has received a purchase order of 1200, 1 liter copper bottles worth INR 6.88 lakhs from National Payments Corporation of India (Govt. of India).

This is for the information and records of the Stock Exchange

Thanking You

For MSR INDIA LIMITED

Abhilash T
(ABHILASH T)
COMPANY SECRETARY



(Attached Enclosure to Purchase Order)



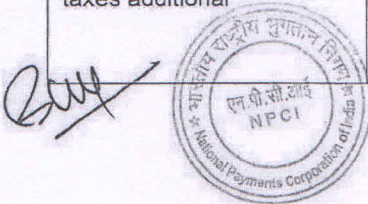
Unit - I : Jeedimetla Unit - II : Bachupally
☎ 040-23686600 📧 info@msrindia.in
www.msrindia.in 🌐 www.drcopper.in
CIN - L15122TG2002PLC039031

MSR INDIA LIMITED
MSR Towers, 3rd floor
Road No-36, Jubilee Hills
Hyderabad - 500033

Plastic **Kills** You!!! LONG LIVE WITH **DR.COPPER** |

PO : NPCI/2017-18/ADMIN/073

PURCHASE ORDER		
SUPPLY OF 1 LITER COPPER BOTTLE (AS PER FINAL SAMPLE SELECTED) AT OUR OFFICE : NPCI :C/O RELIANCE COMMUNICATIONS,, PLOT NO 20, SURVEY NO 64,, HI-TECH CITY LAYOUT, MADHAPUR,, OPP. MAHINDRA SATYAM, RR DIST., HYDERABAD, TELANAGANA		
P. O. No :	NPCI/2017-18/ADMIN/073	
Date :	8-Sep-2017	
Reference :	You Email Quotation Dated 6/09/2017	
Brief Description of the Product/services :	SUPPLY OF 1 LITER COPPER BOTTLE (AS PER FINAL SAMPLE SELECTED) AT OUR OFFICE : NPCI :C/o Reliance Communications,, Plot No 20, Survey No 64,, Hi-Tech City Layout, Madhapur,, Opp. Mahindra Satyam, RR Dist., Hyderabad, Telanagana	
Service Provider name	MSR India Ltd	
Address of Service Provider	3rd Floor MSR Towers Room No 36 Jubilee Hills Hyderabad	Contact personnel: PRADEEP KUMAR CHAVAN 97059 02498 Marketing@msrindia.in
Authorized by :	Mr. Sanjay Saxena - CFO & Head Administration	
Location where delivery and installation :	National Payments Corporation of India C/o Reliance Communications,, Plot No 20, Survey No 64,, Hi-Tech City Layout, Madhapur,, Opp. Mahindra Satyam, RR Dist., Hyderabad, Telanagana	
Total Cost in Indian Rupees taxes additional	₹ 6,88,800.00	
	Indian Rupees Six Lakh Eighty Eight Thousand Eight Hundred Only	

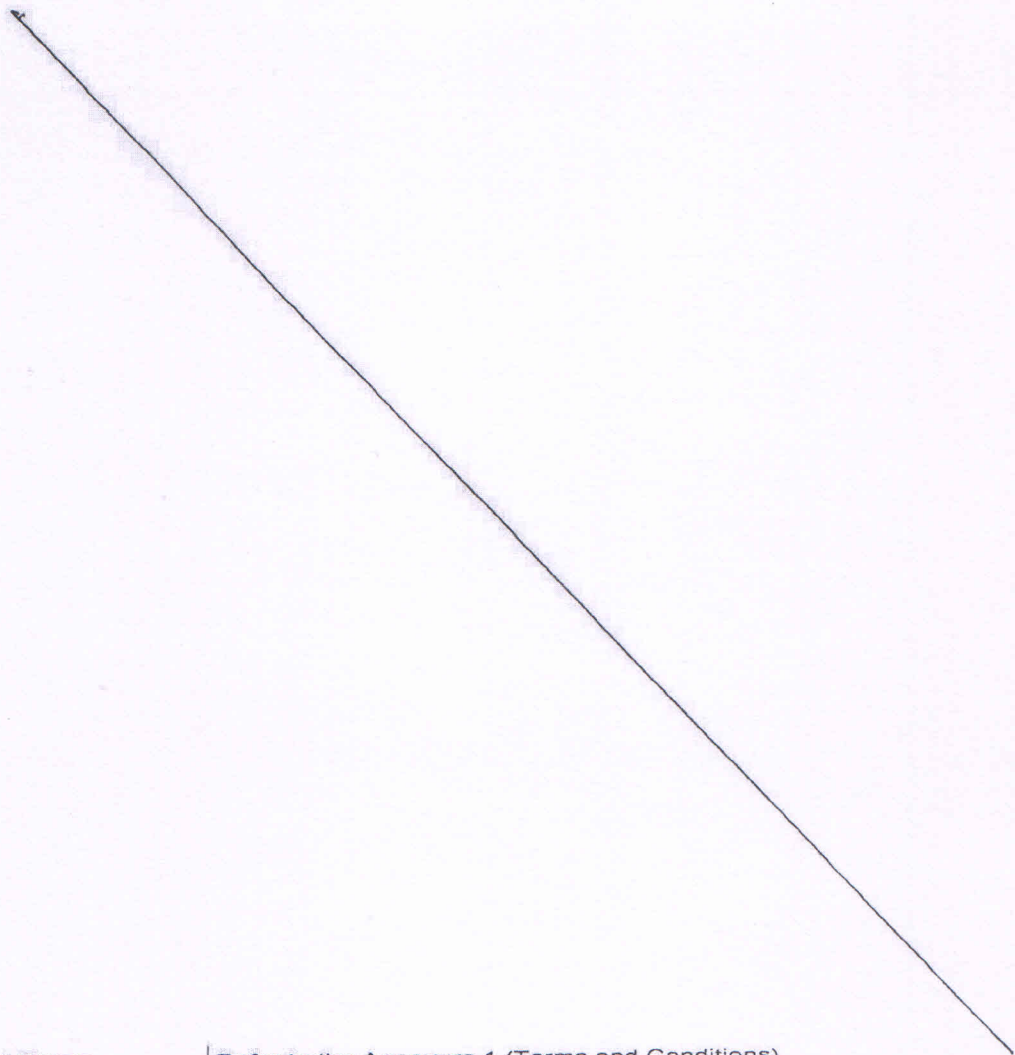



	Description (as per specifications mentioned in the signed layout)	Qty /Period	Rate per unit	Cost(taxes additional as applicable)
Breakup of cost	<p>"Bottle - Model Name - Dr. Copper 1 Liter, Product Description - Capacity: 1Ltr (Each One Bottle) Weight: 311 Gms 100% Pure Copper</p> <p>Without Packing (This Information Only For Single Product) - Height - 27.5cm Length - 7.3cm Breadth - 7.3cm Neck Dia - 3.4cm Cap Dia - 4.4cm Weight - 333 Grams Weight - 309 (Without Cap) Weight - 24 (Only Cap)</p> <p>With Packing - Height - 28.7cm Length - 8.2cm Breadth - 8.2cm Weight - 468grams (Bottle+Packing) Weight - 135 (Only Packing Material)"</p>	1200 Nos	574.00 /nos	6,88,800.00
	Total Cost (Tax additional as applicable)			6,88,800.00

Call



	Description (as per specifications mentioned in the signed layout)	Qty /Period	Rate per unit	Cost(taxes additional as applicable)
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Payment Terms	Refer to the Annexure 1 (Terms and Conditions)
Tax	Refer to the Annexure 1 (Terms and Conditions)
Remarks	1) The Tax Invoice Should Be Submitted As Per the Payment Terms. 2) The Tax Invoice Shall Be Accompanied with Delivery Challan. 3) The Purchase Order Consists of the Purchase Order Itself, Annexure 1 (Terms and Conditions) and Annexure A and B.
Authorized Signatory	

Purchase order number must appear on all invoices and correspondence.)

1001A, B wing, 10th Floor, The Capital, Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051
 CIN: U74990MH2008NPL189067

(Handwritten marks and signatures)

Order No : NPCI/2017-18/ADMIN/073

Date : 8-Sep-2017

Terms & Conditions

1	<p>1 :- Delivery Schedule: M/S. MSR INDIA LIMITED. ("Vendor") shall commence the works as per Scope of work and shall ensure the complete shipment of copper bottle will be ready on or before 25th September, 2017.</p>
2	<p>2 :- Scope of Work: The following is the board scope of work: A) Supply of complete copper bottle for its office at the following address: (i) NPCI, C/O RELIANCE COMMUNICATIONS, PLOT NO 20, SURVEY NO 64, OPP. MAHINDRA SATYAM, HITEC CITY LAYOUT, MADHAPUR. HYDERABAD-500019. B) Coordinate with the NPCI appointed personnel for order and shipment of copper bottle at C/O RELIANCE COMMUNICATIONS, PLOT NO 20, SURVEY NO 64, OPP. MAHINDRA SATYAM, HITEC CITY LAYOUT, MADHAPUR. HYDERABAD-500019. C) Packing of individual bottle in individual box and then in corrugated box as per location wise count shall be free of Cost and shall be deemed to be complete only when entire shipment is picked up by our courier agency from your premises and accepted by NPCI.</p>
3	<p>3 :- Taxes and Duties: All taxes deductible at source, if any, at the time of release of payments, shall be deducted at source as per then prevailing rates while making any payment. Tax Invoice should be inclusive of all taxes, duties, levies except GST. GST must be separately mentioned on the invoice. The benefits realized by the Vendor due to lower rates of taxes, duties, charges and levies shall be passed on by the Vendor to NPCI. "The party will meet requirements of Goods and Service tax (GST) as per mandated of Government of India".</p>
4	<p>4 :- Terms of Delivery: The Vendor shall ensure the timeline of production as mentioned in timelines respectively. The vendor shall also provide the delivery challan along with product and invoice for each location.</p>
5	<p>5 :- Penalty for default in delivery: If the Vendor does not complete the material as per the above delivery schedule, or such authorized extension of delivery / production timeline period as may be permitted in writing by NPCI, NPCI shall impose a penalty @ the rate of 0.5% of the total value of the Purchase Order for each week's delay, subject to a maximum of 5% of the total value of the Purchase Order shall be recovered for delayed deliveries, without prejudice to any other right or remedy available under the Purchase Order. In the case of delay in compliance with the Purchase Order beyond 10 days of the stipulated time period, NPCI will have the right to cancel the order and to eligible to get the amount refund.</p>
6	<p>6 :- Warranties: The bottles shall have the guaranteed return / replacement against the any manufacturing defects. The Vendor guarantees the whole of the bottle against any defects or failure, which arise due to faulty materials, workmanship or design. If after shipment of any Goods are found to be defective or not acceptable, they shall promptly be replaced or rectified /re-furnished or rendered by Vendor at its own cost on the request of NPCI. All goods shall be removed and re-delivered to NPCI by Bidder at its own cost. Goods which are so replaced or rectified dose not have nay manufacturing defect.</p>
7	<p>7 :- Payment Terms: The following are the payment terms: a) 50% advance payment through NEFT on submission of proforma invoice within five (05) days from the date of PO and balance payment of 50% shall be through cheque to be made ready before the delivery of material and to be released at time of delivery at vendors factory. The invoice shall be in the name of National Payments Corporation of India and can be sent to the address as specified hereinto and hereinafter – THE CAPITAL, UNIT NO-1001A, B WING, 10TH FLR, PLOT NO - C-70, G BLOCK, BANDRA KURLA COMPLEX, BANDRA - EAST, MUMBAI - 400 051.</p>

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Terms & Conditions

8	<p>8 :- Price: There shall be no increase in price for any reason whatsoever.</p>
9	<p>9 :- Repeat Order: NPCI reserves the right to place Purchase Orders with the Vendor for any or all of the goods at the agreed unit rate, i.e. the rate contract for a period of 90 days from the date of Purchase Order.</p>
10	<p>10 :- Vendor's Liability: The Vendor will be liable for all the deliverables. The Vendor's aggregate liability in connection with obligations undertaken under the Purchase Order, regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the value of the contract/ Purchase Order. The Vendor's liability in case of claims against NPCI resulting from gross misconduct or gross negligence of the Vendor, its employees, contractors, and subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.</p>
11	<p>11 :- Liquidated Damages: In the event of a delay to supply of completion Date as per the Contract Schedule for which Vendor is solely responsible, Vendor shall pay Liquidated Damages to NPCI at a rate of a quarter of a percent (0.25%) per day of delay, subject to a maximum of ten percent (10%) of the Purchase Order. Such Liquidated Damages shall be deemed to be a genuine pre-estimate of the foreseeable damages incurred by NPCI due to delay and shall be NPCI's sole recourse for late performance by Vendor under the contract/ Purchase Order. For the purpose of calculating such Liquidated Damages, a grace period of ten (10) days shall be observed, and the contract schedule shall be extended by any additional time or delays outside the sole control of Vendor or delay not caused by Vendor, including but not limited to suspension by NPCI or Vendor in accordance with the contract, whether downtime, delay due to Force Majeure, and any time spent or lost on additional work or standby.</p>
12	<p>12 :- Indemnity: The Vendor shall indemnify, protect and save NPCI and hold NPCI harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting from any act or omission or negligence or misconduct of the Vendor and its employees and representatives, breach of the terms and conditions of the agreement or purchase order, false statement by the bidder, employment claims of employees of the bidder, third party claims arising due to infringement of intellectual property rights, death or personal injury attributable to acts or omission of bidder, violation of statutory and regulatory provisions including labour laws, laws related to information technology and intellectual property rights, breach of confidentiality obligations, breach of warranty. Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, consequential and incidental damages and compensation. However, in case of damages, loss or liabilities suffered by NPCI arising out of claims made by its customers and/or regulatory authorities, indemnity would be unlimited.</p>
13	<p>13 :- Force Majeure: Notwithstanding the provisions of the Purchase Order, the Vendor or NPCI shall not be liable for penalty or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the Vendor and not involving NPCI or Vendor's fault or negligence and not foreseeable. Such events may include, but not restricted to wars, revolutions, epidemics, natural disasters etc. If force majeure situation arises, the Vendor shall promptly notify NPCI in writing of such condition and cause thereof. Unless otherwise directed by NPCI in writing, the Vendor shall continue to perform its obligations under the contract as far as possible. If the Event of Force Majeure shall continue for more than twenty (20) days, either party shall be entitled to terminate the Contract at any time thereafter without notice. Neither party shall have any liability to the other in respect of the termination of this Contract as a result of an Event of Force Majeure.</p>

Terms & Conditions

14	<p>14 :- Termination of Contract: For convenience: NPCI by written notice sent to Vendor may terminate the contract in whole or in part at any time for its convenience giving three months prior notice. The notice of termination shall specify that the termination is for convenience the extent to which Vendor's performance under the contract is terminated and the date upon which such termination become effective For Insolvency: NPCI may at any time terminate the contract by giving written notice to Vendor, if Vendor becomes bankrupt or insolvent. In this event, termination will be without compensation to Vendor, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to NPCI. For Non-Performance: NPCI reserves its right to terminate the contract in the event of Vendor's failure to perform the contract/Purchase Order.</p>
15	<p>15 :- Confidentiality: The Vendor shall (whether or not he submits the tender) treat the details of the documents as secret and confidential. The Vendor and subcontractors if any shall (whether or not it submits the tender) treat the details of the documents as secret and confidential. The Vendor shall execute separate NDA on the lines of the draft provided in the Annexure B hereof. In the event of disclosure of Confidential Information to a third party in default of the provisions of this Clause, the defaulting party shall use all reasonable endeavors to assist the supplying party in recovering and preventing such third party from using, selling or otherwise disseminating of such information. The Parties obligations under this clause shall extend to the non-publicizing of any dispute arising out of this Agreement. The terms of this clause shall continue in full force and effect for a period of three (3) years from the date of disclosure of such Confidential Information. In the event of termination of this Agreement, upon written request of the disclosing Party, the receiving Party shall immediately return the disclosing Party's Confidential Information, or at the disclosing Party's option destroy any remaining Confidential Information and certify that such destruction has taken place.</p>
16	<p>16 :- Statutory Compliance: Vendor shall comply and ensure strict compliance by his employees and agents of all applicable Central, State, Municipal and Local laws and Regulations and undertake to indemnify NPCI from and against all levies, damages, penalties and payments whatsoever as may be imposed by reason of any breach or violation of any law, rule including but not limited to claims against NPCI under Employees' Compensation Act 1923, The Employees Provident Fund Act, 1952, The Contract Labor (Abolition and Regulation) Act 1970, Factories Act, 1948, Minimum Wages Act and Regulations etc., Shop and Establishment Act and any Labor Laws which would be amended/ modified or any new act if it comes in force whatsoever and all actions claims and demand arising therefrom and/or related thereto. The Vendor shall ensure to keep and maintain all the statutory registers, records as required under provisions of Contract Labor (R&A) Act, 1970, Minimum Wages Act and the rules made thereunder, Employees Provident Fund Act, 1952 and keep the same available for inspection by NPCI and Government Authorities.</p>
	

Terms & Conditions

17	<p>17 :- Vendor's liability for payment of wages, taxes: Vendor shall be solely responsible and liable for the payment of any and all taxes, duties, Octroi etc now or hereafter imposed, increased or modified from time to time in respect of works and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Governmental authorities or local authorities or any other body which are imposed with respect to or covered by the wages, salaries or other compensations paid to the resource(s). Vendor shall be responsible for the compliance with all obligations and restrictions imposed by the Labour Laws or any other law affecting employer -employee relationship. Vendor shall comply and secure the compliance of all Sub-Contractor's, with all applicable Central State, Municipal and local laws and regulations and requirements of any Central, State or Local Government agency or authority. Vendor shall defend, indemnify and hold harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason of any violation by Vendor or Sub-Contractor of such laws, regulations or requirements and also from all claims, suits or proceedings that may be brought against NPCI arising under, growing out of, or by reason of the work provided for his contract, or by third parties, or by Central or State Government or Local authority or any administrative sub-division thereof. Vendor shall ensure that workers employed for this project have proper police verification and confirmation to this effect shall be sent to NPCI. Before deployment of personnel, Vendor shall check and verify the antecedents of personnel deputed on duty, and the liability of the conduct & discipline of the personnel shall rest with Vendor.</p>
18	<p>18 :- Other Conditions: Vendor shall ensure that there is no loss or damage to the property of NPCI while executing the contract. In case, it is found that there is any such loss/ damage due to direct negligence / non - performance of duty by any personnel, the amount of loss/damage so fixed by NPCI shall be recovered from any dues of the Vendor.</p>
19	<p>19 :- Governing Law: The Purchase Order shall be governed and interpreted, read and construed in accordance with the laws of the Union of India. The jurisdiction and venue of any action with respect to the subject-matter of this Purchase Order/contract shall be the courts of Mumbai in India and each of the parties hereto submits itself to the exclusive jurisdiction and venue of such courts for the purpose of any such action.</p>
20	<p>20 :- Addresses for Notices: Following shall be address of NPCI and Vendor: NPCI address for notice purpose: The Managing Director& CEO, National Payments Corporation of India, The Capital, 1001A, 10th Flr, B Wing, G-Block, Plont No- C 70, Bandra Kurla Complex, Bandra East, Mumbai - 400 051.</p> <p>Vendor (M/s MSR INDIA LIMITED) address for Notice purpose: Add - 3rd Floor, MSR Towers, Road no. 36, Jubilee Hills, Hyderabad - 500 033.</p>
21	<p>21 :- Any future change in the notice addresses shall be duly notified in writing to the other party in advance.</p> <p>Terms and conditions of the Purchase Order shall be final and binding on Vendor. Please confirm this Purchase Order by acknowledging and conveying your acceptance on the duplicate hereof or on email, within 3 (three) days of receipt of this Purchase Order.</p>
