

9226933 IDBI Intech Limited Ground Floor, Plot No. 39/40/41, Navi Mumbai India

Purchase Order No. 6500263790 Our reference Purchase Order Dt. 29.10.2021 Kind Attn.

All the Prices are

: DDL Door Delivery Milestone Payment terms:

1 On completion of UAT & Sign-Off 40% 2 On completion of First Bank go-live and sign-off 40%

3 On All Banks Go Live and sign-off 10% 4 post 3 month stabilization period with having 45 days credit period 10%

: BY SUPPLIER

Insurance

Shipping Instructions

Warranty: 1 Year

Below Payment milestone applicable to for Licenses,

1 On completion of UAT & Sign-Off 40%

2 On completion of First Bank go-live and sign-off 40%

3 On All Banks Go Live and sign-off 10%

4 post 3 month stabilization period with having 45 days credit period 10%

5 ATS # Half yearly in advance

Please mention in PO special instruction comments

a. ATS for 3nd,4th,5th & 6th commercials are fixed & will get release year on year model based on based on WIPRO requirement and business, delivery team confirmation Post-Completion of Implementation & 12 months

warranty period .

Bellow 4 years ATS Final Subscription commercials in INR and payment would be ATS # Half Yearly in advance.

Ø 2rd ATS renewal price = INR 26,50,000.00

 \emptyset 3rd ATS renewal price = INR 26,50,000.00

Ø 4th ATS renewal price = INR 26,50,000.00 Ø 5th ATS renewal price = INR 26,50,000.00

b. Payment term as per the attached signed

SOW document.

c. All invoices / Billing shall be raised after successful completion of above milestones and post Wipro project manager



sign off.

d. Vendor shall submit the agreed PBG from a reputed bank acceptable to the Wipro in the form and manner provided by the Wipro . e. Wipro may Terminate the contract and not renew the support period with IDBI , if the customer terminates the contract with Wipro . f. The Subcontractor shall provide a performance Bank guarantee (PBG) from a reputed bank acceptable to the Wipro in the form and manner provided by the Wipro for an amount of @ 5% of the contract value (License, Training and Implementation) valid during and till the implementation phase and PBG value half of the ATS amount for one year, every year till the contract period. The PBG will be issued to WIPRO post payment of the advance half yearly ATS amount to Intech for the given year. In the event of non-performance of obligation or failure to meet terms of this Agreement, the Wipro shall be entitled to invoke the performance guarantee

Note - *Billing/Delivery of Software licenses after Wipro's written confirmation only*

Payment Terms

: Net 45 days from receipt of invoice

Bill To :

Ship To:

Wipro Limited

Wipro Limited

C/O. DHL Supply Chain India Pvt. Ltd., C/O. DHL Supply Chain India Pvt. Ltd., 3rd Flr, Bldg. B, Indospace Logistics Park, 3rd Flr, Bldg. B, Indospace Logistics

Plot no. 183-187, 254-258, Bommasandra Jigani Link Road, Bengaluru 560106

Plot no. 183-187, 254-258, Bommasandra Jigani Link Road, Bengaluru 560106

GSTIN :29AAACW0387R2ZI;

ANNEXURE-I TO PURCHASE ORDER NO:6500263790 DATE:29.10.2021



Item Material Description	Order Qty Price per unit	Unit	Del.Date Net value
1 KBLX-0021-0009-XXX	1.000	EA	20.11.2021
(HSN:997331) i-RECON	7,000,00	0.00	7000000.00
i-RECON			
Excise Duty Nil CV Duty Nil			
IGST Tax Percentage 18.00			, 1260000.00
2 KCCB-0018-XXXX-XXX (HSN:997331)	1.000	EA	20.11.2021
i-CCM (Currency Chest Management)	7,000,00	0.00	7000000.00
i-CCM (Currency Chest Management)		
Excise Duty Nil CV Duty Nil			
IGST Tax Percentage 18.00			, 1260000.00
3 KL01-XXXX-XXXX-329	1.000	EA	20.11.2021
(HSN:997331) i-AML (Anti Money Launderi ng) Solutio	n 7,000,00	0.00	7000000.00
i-AML (Anti Money Launderi ng) So Excise Duty Nil CV Duty Nil	lution		
IGST Tax Percentage 18.00			, 1260000.00
Total			INR 24,780,000.00

INDIAN RUPEES TWENTY-FOUR MILLION SEVEN HUNDRED EIGHTY THOUSAND ONLY.



ANNEXURE-I TO PURCHASE ORDER No:6500263790 Date:29.10.2021

- # Below Payment milestone applicable to for Licenses, Implementation
- S.No Milestone License
- 1 On completion of UAT & Sign-Off 40%
- 2 On completion of First Bank go-live and sign-off 40%
- 3 On All Banks Go Live and sign-off 10%
- 4 post 3 month stabilization period 10%
- 5 ATS # Half yearly in advance
- a. ATS for 3nd,4th,5th & 6th commercials are fixed & will get release year on year model based on based on WIPRO requirement and business, delivery team confirmation Post-Completion of Implementation & 12 months warranty period .

Bellow 4 years ATS Final Subscription commercials in INR and payment would be ATS # Half Yearly in advance.

- Ø 2rd ATS renewal price = INR 26,50,000.00
- Ø 3rd ATS renewal price = INR 26,50,000.00
- Ø 4th ATS renewal price = INR 26,50,000.00
- Ø 5th ATS renewal price = INR 26,50,000.00
- b. Payment term as per the attached signed SOW document.
- c. All invoices / Billing shall be raised after successful completion of above milestones and post Wipro project manager sign off.
- ${\tt d}.$ Vendor shall submit the agreed PBG from a reputed bank acceptable to the Wipro in the form and manner provided by the Wipro .
- e. Wipro may Terminate the contract and not renew the support period with IDBI , if the customer terminates the contract with Wipro .
- f. The Subcontractor shall provide a performance Bank guarantee (PBG) from a reputed bank acceptable to the Wipro in the form and manner provided by the Wipro for an amount of @ 5% of the contract value (License, Training and Implementation) valid during and till the implementation phase and PBG value half of the ATS amount for one year, every year till the contract period. The PBG will be issued to WIPRO post payment of the advance half yearly ATS amount to Intech for the given year. In the event of non-performance of obligation or failure to meet terms of this Agreement, the Wipro shall be entitled to invoke the performance guarantee



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Date:29.10.2021

PO Terms and Conditions:

- 1) Invoices should be submitted with the current dates mentioning Wipro GST#
- 2) Register on My Supplier Buddy https://mysupplierbuddy.wipro.com with your official email address to get real time status of your invoice
- 3) Product Delivery Invoices including HW/SW should be submitted along with OEM Warranty Certificate otherwise Invoice will not be accepted.
- 4) Any changes or amendment required in PO (PO Line item, value, Terms, Bill To / Ship to Location, GST Number etc.) should be brought to notice of Wipro Buyer within 24 Hours issue of PO.
- 5) If the material is not delivered as per stated delivery date in the PO then LD Will be applicable 2% per week up to a maximum of 10% of PO/contract value, or as agreed between parties and explicitly mentioned in the PO Terms (Comments) Section.
- 6) Ensure to update invoice details in GST Portal with correct particulars of Wipro Entity and GST# within the stipulated timeframe as per prevailing act. In the event of any default by Vendor, then the liability and loss of Input tax credit will be on the suppliers account.

General Terms & Conditions

Terms And Conditions of Purchase

- **1.** Do not ship the goods or render services without a valid Purchaase Order (PO) or Agreement/Contract.
- $\hbox{\bf 2. Goods or services should be shipped/rendered to the "Ship to address/delivery location" as mentioned in the Wipro PO / Contract. } \\$
- **3.** Invoice must reference the Legal Entity (Bill toWipro Entity) and address (Bill to address) asmentioned in the Wipro PO / Contract. Always quote Wipro PO/Contract number accurately in your invoice to avoid delays in payment.
- 4. Invoice should not be raised without adequate Value/Quantity in PO
- **5.** Detailed description of goods & services, rate of tax, PO/Contract number, line item and currency on invoice must match with PO/Contract
- **6.** Proof of Delivery (POD) should be submitted along with invoice for payment(wherever applicable). POD should mention receiving person's details viz Name, Email ID, Location and Wipro Stamp along with signature of the receiving person. For non-Wipro location, POD should mention receiving person's details viz Name, Email ID, Location along with signature of the receiving person authorized by Wipro. All license/subscription should be delivered tocsld@wipro.comwith proof of entitlement letter through email.



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- 7. Invoice should be submitted on time to ensure the payment as per due date
- **8.** For any queries please reach out to Help Desk: vendorhelpdesk.wipro@wipro.com and for escalations write to escalation.cpo@wipro.com
- **9.** Visit https://support.ariba.com/item/view/185490 for general instructions and legal terms & conditions. It is the supplier's responsibility to read and understand the (i) latest billing guidelines, (ii) invoice submission process, (iii) geography specified requirements and (iv) legal terms and conditions of the Purchase Order.
- **10.** Invoice submission procedures and guidelines are mentioned in the document hosted in the link above. Refer Section A.7.

Yours faithfully,

For WIPRO LIMITED

This is computer generated copy and there is no signature required.