



GREETINGS FROM WIPRO!

With an objective of tracking Invoices from Receipt to Payment, we have created a Centralized team - 'INVOICE RECEIVING STATION'. Please note this communication & send your invoices (a copy of the invoice if not original) to Invoice Receiving Station (IRS).

Address to courier the Hard Copy of Invoice: (Applicable to Indian Vendors)

INVOICE RECEIVING STATION-IRS

Wipro Limited - Wivividus
EC1, Tower 4, 5th Floor
72, Electronic City
Hosur Main Road
Bangalore - 560100

Email id to mail the soft copy of Invoice: (Applicable to Non-Indian Vendors) wal-operationsteam@wipro.com

Help Desk : wipro.vendorhelpdesk@wipro.com

Toll Free # : 1800 200 3199 (9AM-5.30PM IST)

GST (Goods and Services Tax)

1. Effective 1st July, With the Implementation of GST all Invoices that will be received at Wipro must carry service providers GST Registration.
2. All Material and services in the invoice must have relevant HSN / SAC codes. Any Invoice that submitted to Wipro without HSN/SAC and GSTN number will be treated as invalid. Such invoices will be rejected.
3. WIPRO GSTN no must be printed in the invoice as shown in the Purchase Order issued by Wipro. This practice must be followed for all invoices.

Team - Invoice Receiving Station (IRS)

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2034410
Connectivity IT Solutions Pvt Ltd
1877, 1st Floor, 10th Main 31st
Bengaluru, Karnataka
India

Purchase Order No. 6500260677
Our reference
Purchase Order Dt. 10.07.2018
Kind Attn.

Dear Sir,
Please supply the items as given in the Annexure-I against the terms and conditions mentioned in this PO.

All the Prices are Delivery	: DDL Door Delivery : As per Annexure
Payment Terms	: Net 45 days from receipt of invoice
Insurance	: BY SUPPLIER
Freight	: SUPPLIER TO PAY
Document	: AWB/Invoice/Packing list to be faxed immediately on shipment and to be sent along with Cargo Arrival Notice.
Special Instructions	:
Warranties	: N/A
Bill To : Wipro Ltd Lal Koti Scheme Plot No. C-92 Rajasthan 302015	Ship To : Wipro Ltd Lal Koti Scheme Plot No. C-92 Rajasthan 302015

INSTRUCTIONS

1. The PO number must appear on all correspondences and related documents
2. Kindly acknowledge receipt and acceptance of this PO, for all terms and conditions, by duly signing and returning the enclosed Acknowledgement copy.
3. Delivery Challans quoting the order No., No. of Packages and Wipro part number should accompany the material and a duplicate of this to be enclosed with a duplicate invoice.
4. Goods must be securely packed to withstand hazards in transit upto the destination and prices mentioned is inclusive of packing charges unless otherwise stated in the order.



Our Sales Tax Regn. No., and Date :

CST No. :1420/03616/18-08-96

ECC No. :

TIN No. :

GSTIN :08AAACW0387R1ZN;

LST No. :1420/03616/19-08-96

Range . :

ANNEXURE-I TO PURCHASE ORDER NO:6500260677 DATE:10.07.2018

Item	Material Description	Order Qty Price per unit	Unit	Del.Date Net value
1	WS-C2960+24TC-L (HSN:85176990) Catalyst 2960 Plus 24 10/100 + 2T/SFP L	1.000 18,675.00	EA	09.08.2018 18675.00
	Catalyst 2960 Plus 24 10/100 + 2T/SFP LAN Base Excise Duty Nil CV Duty Nil			
	IGST Tax Percentage 18.00		,	3361.50
2	CAB-IND-10A (HSN:85441990) 10A Power cable for India	1.000 0.00	EA	09.08.2018 0.00
	10A Power cable for India Excise Duty Nil CV Duty Nil			
	SGST-CGST Tax Percentage 0.00		,	0
1	Each			
	Total		INR	22,036.50

INDIAN RUPEES TWENTY-TWO THOUSAND THIRTY-SIX AND FIFTY PAISE ONLY.

IMPORTANT



ANNEXURE-I TO PURCHASE ORDER No:6500260677 Date:10.07.2018

- Note :-
1. Invoice charged with Excise Duty should be in accordance with rule 52A & 173G ON 57G/57T
 2. Original copy of Invoice(s) should be sent to this office immediately after dispatch, quoting after despatch, quoting the PO No., RR/LR No. and date of dispatch
 3. As an environmental Care organisation Wipro promotes & prefers the usage of ECO Friendly Packaging for the products supplied to Wipro . We strongly look forward from you for the supply of goods to us with Re-Cyclable / Re-usable packing Material.
 4. The delivery date should be as per our PO, else LD of 0.5% of the PO value will be levied to your account per week.
 5. All retail packages should specify MRP prices. In case of jumbo box containing individual retail packs both set of materials should specify MRP prices as per Standards of Weights & Measures Act.
 6. Helpdesk information: Mail us at wipro.vendorhelpdesk@wipro.com or Call us (Toll free number in India) at 1800-200-3199 between 9.00 AM to 5.30 PM IST (Mon-Fri).

Yours faithfully
For WIPRO LIMITED



ANNEXURE-I TO PURCHASE ORDER No:6500260677 Date:10.07.2018

Vendor shall follow all instructions as mentioned herein. This P.O. is subject to all the terms and conditions mentioned herein and also all specifications and additional terms and conditions referred to herein and/or attached hereto in Annexure II.

INSTRUCTIONS

- 1.The PO number must appear on all correspondences and related documents
- 2.Kindly acknowledge receipt and acceptance of this PO,for all terms and conditions,by duly signing and returning the enclosed Acknowledgement copy.
- 3.Delivery Challans quoting the Wipro order No.,No. of Packages and Wipro part number should accompany the material and a duplicate of this to be enclosed with a duplicate invoice.
- 4.Goods must be securely packed to withstand hazards in transit upto the destination and prices mentioned is inclusive of packing charge unless otherwise stated in the order.

Vendors Guiding Principles:

At a minimum, Vendors to Wipro Limited, its subsidiaries and its affiliate will be required to meet the following standards with respect to their operations as whole:

- * Laws and Regulations - Vendor will comply with all applicable laws,rules,regulations and requirements in the manufacture and distribution of our products and supplies and in providing services to the company
- * Child Labor - Vendor will not use child labor as defined by local law.
- * Forced Labor - Vendor will not use forced or compulsory labor
- * Abuse of Labor - Vendor will not physically abuse labor
- * Collective Bargaining - Vendor will respect employees rights to choose whether to be represented by third parties and to bargain collectively in accordance with local law
- * Wages and Benefits - Wages and benefits will comply with local law
- * Working Hours & Overtime - Working hours and overtime will comply with local law
- * Health and Safety Working conditions will comply with local regulations
- * Environmental Laws - Vendor will comply with all applicable environmental laws

Compliance with Anti-bribery Laws:

Vendor and each of its directors, officers, employees, agents or other (collectively referred to as "Vendor") represent and warrant that it not on behalf of Wipro give, offer, promise to offer, or authorize the offer, directly or indirectly (proxy bribing), anything of value (such as money, shares, goods or service, gifts or entertainment) to government officials, government customers, potential government customers or foreign government officials including officials of any public international organizations or officials of any political party either in India or abroad ("Officials")with an

- * Intent to influence any act or decision in his or her official capacity
- * Induce the Official to do or omit to do any act in violation of his or her lawful duty to obtain any improper advantage, or
- * Induce to use such Official 's influence improperly to affect or influence an act or decision.

Vendor understands and acknowledges that any non adherence to the warranty as stated hereinabove will be violation of the provisions of the U.S. Foreign Corrupt Practices Act, 1977, U.K. Bribery Act 2010 and the Indian Prevention of Corruption Act,1988 ("Anti - bribery Laws")

In addition, Vendor shall promptly report to Wipro of any incident of breach or potential breach of this section.



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Additionally, Vendor shall indemnify, save and hold harmless Wipro, its subsidiaries and affiliates, officers, directors and employees, against any and all losses, penalties and expense including court costs and reasonable attorney fees resulting from any breach of this warranty by Vendor. Wipro shall have the right to terminate this Purchase Order with immediate effect, without any liability whatsoever, if Vendor is in breach of this warranty.

Wipro shall have the right to audit Vendor's compliance with the provisions of this Section at reasonable business hours and after giving reasonable notice.

Declaration against blacklisting:

Vendor represents and warrants to Wipro that as on date of signing of this Purchase Order, it is neither blacklisted/ debarred nor under a declaration of ineligibility by Central / any State Government or Government or Semi- Government Organization/ Department or Institution and PSU's in India and abroad. Vendor further undertakes to duly inform Wipro in the event if it is blacklisted subsequent to execution of this Purchase Order. Vendor shall indemnify, save and hold harmless Wipro, its subsidiaries and affiliates, officers, directors and employees, against any and all losses, penalties and expense including court costs and reasonable attorney fees resulting from any breach of this warranty by Vendor. Wipro shall have the right to cancel this Purchase Order with immediate effect, without any liability whatsoever, if Vendor is in breach of this warranty.

The Vendor agrees that it must be able to demonstrate its compliance with these requirements at the request of and to the satisfaction of Wipro. This includes, but is not limited to Wipro Limited and its other subsidiaries having the right to inspect any site involved in work of Wipro Limited and its subsidiaries or its customers. In the event the Vendor fails to satisfy Wipro and its subsidiaries of its compliance, Wipro reserves the right to immediately terminate any agreements between it and Wipro and its subsidiaries without penalty/ liability to Wipro and its subsidiaries but with obligations on Vendor to remedy direct damages suffered by Wipro and its subsidiaries. Subject to the above, all other policies and guidelines of Wipro and its subsidiaries and any other agreements to which the Vendor is a party shall continue in full force and effect.

No Conflict of Interest

Vendor hereby represents and warrants that:

- i. as on date of this invoice, Vendor (including its directors, partners, officers, employees, agents or other representatives) have no personal relationship with any of the employees of Wipro and
- ii. none of its directors, partners, officers, employees, agents or other representatives have association/ personal relationship with the customer in respect of the supplies for which over-riding commission (ORC) is claimed under any invoice pursuant to this Purchase Order.

Vendor shall indemnify, save and hold harmless Wipro, its subsidiaries and affiliates, officers, directors and employees, against any and all losses, penalties and expense including court costs and reasonable attorney fees resulting from any breach of the warranties under this Purchase Order. Wipro shall have the right to deny the ORC claimed under any invoice pursuant to this Purchase Order and recover, if already paid the full amount, if Vendor is found to be in breach of these warranties.

Important Note:-

- 1. Invoice charged with Excise Duty should be in accordance with rule 52A & 173G ON 57G/57T [rule 11 of the Central Excise Rules 2002]



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2. Original copy of Invoice(s) should be sent to this office immediately after dispatch, quoting after dispatch, quoting the PO No., RR/LR No. and date of dispatch. Duplicate invoice(s)(Transporter copy) should be sent to this office along with dispatch, quoting the PO No., RR/LR No. and date of dispatch.
3. As an environmental Care organization Wipro promotes & prefers the usage of ECO Friendly Packaging for the products supplied to Wipro. We strongly look forward from you for the supply of goods to us with Re-Cyclable / Re-usable packing Material.
4. The delivery schedule should be as per purchase order;else LD/ penalty of 2% of the PO value will be levied to Vendor's account week, to a maximum of 10% of the Purchase Order value,post per which this Purchase Order shall stand terminated, without any further notice
5. All retail packages should specify MRP prices.In case of jumbo box containing individual retail packs both set of materials should specify MRP prices as per Standards of Weights & Measures Act.
6. Helpdesk information: Mail us at wipro.vendorhelpdesk@wipro.com or Call us (Toll free number in India) at 1800-200-3199 between 9.00 AM to 5.30 PM IST (Mon-Fri).
7. Wipro's aggregate liability for all the claims under this Purchase Order, regardless of form of claim,shall not exceed the total consideration under this Purchase Order.Wipro shall not be liable for any indirect,special, punitive, exemplary, speculative or consequential damages, including, but not limited to, any loss of use, loss of data, business interruption, and loss of income or profits, irrespective of whether it had an advance notice of the possibility of any such damages.Vendor shall be liable for any/all damages/losses suffered by Wipro as a result Vendor's default/ delay under this PO.
8. For any taxes not charged/ levied/ short-levied at the time of invoice, Wipro not to be liable for the same at a later point of time

General Terms & Conditions

* The Vendor cannot deliver any hardware / software without a valid Purchase Order issued by Wipro. The Vendor should acknowledge the Purchase Order for the acceptance of all Terms and Conditions and should give a firm commitment on the delivery schedule. Wipro should receive the acknowledgement within 24 (twenty four)hours from the time of releasing the Purchase Order. In the event of non-receipt of any confirmation within the above-mentioned period, the Purchase Order shall be deemed period, the Purchase Order shall be deemed as accepted. The acknowledgement can be through e-mail, or any other reasonable form of communication.Wipro reserves the right to claim any damages arising out of delays in supply.Also,Wipro reserves the right to cancel the order, with immediate effective delivery dates or any other terms mentioned in the purchase order are not met.

* Wipro reserves the right to inspect the material at any stage of manufacturing process and the Vendor shall allow free access to the authorized representatives of Wipro and extend all facilities for carrying out the inspection.

* Goods should be inspected and approved by your quality controldepartment and a certificate confirming the same should accompany the shipment. In case your quality standards are pre certified and hosted in your website reference regarding the same should be made available in the Invoice.

* Vendor should ensure that the ordered materials are packed as per international standards to cover unforeseen transit damages/ pilferage.

* A copy of Invoice, Packing list and Airway bill to be faxed/ mailed (scan copy) to us immediately after the shipment is effected and one set of non-negotiable documents should be sent to us directly through courier.

* In event of incomplete documents resulting in delay in clearingand acceptance of goods or holding the goods, all charges will be to vendor accounts.



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* All rejected materials shall be stored by Wipro at Vendors risk for a period of 15 days from the date of such information to the Vendor by e-mail/fax/phone or letter, and the vendor shall arrange for disposal of the same at his cost. If the rejected material is not collected by the Vendor within the aforesaid time, Wipro shall be entitled to dispose it off and remit the proceeds there from to the vendor after retaining actual disposal cost incurred by Wipro together with freight handling and any other charges, which Wipro would have incurred

* All Hardware / Software supplied against this purchase order /under this Agreement shall meet specifications and perform according to the requirements for the specified warranty period. In case of Software all updates, patches/bugs fixes and installation support should be provided to Wipro without any additional cost.

* In the event of an export of the Products to the destination specified by Wipro, the same may be subject to the approvals required by the Republic of India, United States or any other country's export laws and regulations ("Relevant Export Law "). In order to assure that deliveries, exchanges, license transfers or exports of technology, technical information, programs, documentation, goods or commodities made pursuant to this Agreement do not violate any Relevant Export Law: (i) no such delivery, exchange, license, transfer or export shall be permitted under this Agreement to the extent prohibited by such laws or regulations; and (ii) Company shall at all times comply with Relevant Export Laws in connection with matters relating to this Agreement.

* The Vendor shall supply the latest version/edition of the Software unless otherwise agreed by Wipro in writing. The Vendor should give prior intimation for End of Life Products and should come-out with a clear Road-map on the future versions/products and support plan for End of Life Products and should come-out with a clear Road-map on the future versions/products and support plan for such end of life products till the completion of warranty / support period. The Vendor warrants that the hardware and software supplied by software supplied by it are non-infringing of any intellectual property rights of any 3rd party.

* The Vendor shall disclose complete information on the hardware or software supplied by it. This shall include information relating to features, the platform compatibility, and cost involved for additional features. The Vendor shall explicitly define the licensing policy of the Software supplied by it or by its principals.

* Vendor shall indemnify, defend and hold harmless Wipro against all damages, including costs and attorney's fees, arising from any demands , claims, suits, judgments or legal actions by any third party based upon any claim that the hardware or software supplied infringe any copyright, trademark, patent, trade secret or other intellectual property rights or proprietary rights worldwide of such third party. Vendor shall also indemnify Wipro and its officers and directors from any claims arising from any accident or damage caused due to an inherent defect in the Products supplied by Vendor resulting in a product liability claim against Wipro or caused due to negligence or any acts or omissions on the part of Vendor or any of its employees or agents while performing its obligations under this Agreement.

* Payment will be effected only upon receipt and acceptance of the items mentioned there off. Payment is subject to the deduction as applicable with-holding tax. Wipro shall issue a Certificate for the Tax Deducted at source enabling the Vendor to claim the exemption. Any demurrage due to late receipt of documents will be to Vendors account.



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*Vendor warrants and represents that it shall follow all policies and procedures that may be specified by Wipro, including but not limited to security, access and confidentiality policies. Vendor further agrees that it will not make use of, disseminate, or in any way disclose any Confidential Information of Wipro to any person, firm or business, except to the extent necessary for any services or discussions with the authorized representatives of Wipro and any purpose Wipro may hereafter authorize in writing. Furthermore, the existence of any business discussions, negotiations or Agreements in progress between the parties shall not be released to any form of public media without written approval of both parties. Vendor agrees that it shall treat all Confidential Information of Wipro with the same degree of care as it accords to its own Confidential Information, and Vendor represent that it exercises reasonable care to protect its own Confidential Information, which includes and at a minimum, limiting access of Confidential Information solely to Authorized Personnel. Vendor shall not publicize, or disclose the presence of this Agreement nor use in any manner the name or logos of Wipro without the prior written permission of Wipro's authorized representative. The obligations of Confidentiality under this Agreement shall survive any expiry or termination of this purchase order / Agreement.

. Duties and taxes shall be applicable as mentioned in the Purchase Order. TDS / Withholding tax shall be deducted wherever applicable.

* All material handling and transportation charges upto the destination (designated floor in multi floor building) shall be to vendor's account unless specified as exclusive in purchase order.

* The Purchase Order Number must be mentioned on all correspondence like invoices, Delivery Challans, packing slip etc.

* All the works of authorship, inventions, improvements, developments and discoveries made or conceived during the course of performance of Services or any other intellectual property are the sole property of Wipro.

* In turnkey contracts a fixed project team including supervisor to be assigned for the site till the end of the project. Any change in the project team without consent of Wipro would attract penalty, if the same leads to customer dissatisfaction or delay in work execution

* Wipro may terminate this PO/agreement without any reasons by providing a prior written notice of 15 days. Either party may terminate this Purchase Order if the other party is in material default of any obligation under this Purchase Order and the said other party has failed to remedy the default within 15 days of written notice from the other party requiring it to remedy the default. No information of the project should be used directly or indirectly that affect project environment without prior consent in writing from Wipro.

* This contract shall be subjected to and governed in accordance with the laws of India. In the event of any dispute arising out of this contract the same shall be settled by final and binding arbitration conducted by a sole arbitrator appointed by both Parties, under Arbitration and Conciliation act, 1996. The seat of arbitration shall be Bangalore and the language of the proceedings shall be English.

Submission of Invoices:

* Vendor will submit original copies of Invoices/GP1 to Wipro immediately on dispatch quoting the order No. RR/LR No. and the date No. and the date of dispatch / Delivery

* Vendor to ensure all Milestone Sign off's, Joint Statement of Measurement, Delivery Challans etc to be attached along with Vendor's invoice in originals & a copy of Wipro purchase order while submitting the bills to Wipro for payment processing.

For job-work supplies / services:

Supply Related

* Supplied components will be charged on the basis of actual consumption duly certified by customer.

* Goods must be securely packed to withstand hazards in transit up to destination.

* No packing charges will provided separately unless otherwise stated in the order



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* All material should be duly insured with a beneficiary as Wipro till the formal acceptance from Wipro or successful completion of contract(as applicable and specified in Purchase Order).

Workmanship Related

*Work permit required from the customer to work in their premises has to be procured by the Vendor.

*Vendor has to plan out consumption of run rate items such as cables, interior works items, civil items etc and ensure appropriate consumption to minimize wastage.

*Vendor has to attend weekly review meetings with the customer and update him on the progress.

*The Vendor should take necessary insurances (life/accidental/ health, etc.) for his workers who are involved to deliver services as per this purchase order.

*It is mandatory to ensure that the PF/ESIC/WC policy and registration formalities of the entire Vendor's workers and supervisors at the site are complete and contractor should adhere to all labor laws and minimum wage act as applicable by governing bodies. Wipro shall in no way be responsible for the same.

*The Vendor shall be responsible for any accident occurring while carrying out the job resulting in death or serious injury to the workers; hence Vendor should follow all safety guidelines as per site requirement laid down by the customer.

Material or Workmanship Rejection

*For any lack of workmanship or rejection by Wipro representative or by customer, Vendor will supply necessary material and re-work on the rejection without any additional charges.

*The Vendor shall be responsible for any losses at customer's site due to negligence or lack of supervision; an equivalent amount of penalty would be deducted from the Vendor's bill.

Damage to Customer or Wipro Material

* Once charge of the site is given to the Vendor, they have to bear the cost of damage in case Wipro supplied material is damaged during installation or if the material is lost.

* The Vendor has to be responsible for cleaning up the site after the work is done, any complaint received from the customer on this account or lack of discipline, a penalty of appropriate amount would be deducted from the Vendor's bill.

Warranty on accessories & associated workmanship

* Vendor has to provide minimum of one-year warranty or more as specified in the purchase order, on the labor activity and the accessories supplied from the date of final acceptance of the project by Wipro.

* Vendor needs to ensure that maintenance of partly commissioned work till the final acceptance of the project.

Testing & Documentation:

* Necessary Layout diagrams, test reports or any other requirements as outlined for certification or required by Wipro to be submitted by vendor to Wipro and their customer in minimum triplicate copies.

* Vendor should use only calibrated test equipment traceable to National / International standards along with recommended accessories as specified by the standard governing body or original manufacturer. Calibration reports of test equipments must be made available on request

* The Vendor has to provide the following items at the end of the project or on demand:

* Civil , Infrastructure, Architectural, IT etc. Layout



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diagrams, Logical network diagram

- * Test reports as required for OEM certification
- * Maintenance guidelines
- * Measurement reports

Training Services:

- * The training contents and schedule may be altered based on discussions with customer.
- * Vendor shall strictly adhere to the training schedule after freezing the training dates.
- * Training material shall be provided to each participant without any additional charges.
- * Vendor shall ensure on site co-ordination for conducting the training, including setting up training room & equipment.
- * Faculty should be qualified for the training and should possess good communication and technical skills.
- * If the customer is not satisfied with the training, Vendor shall conduct the same training again at no extra cost.
- * Vendor shall obtain signoff from customer authority and by mentioning the batch and list of participants.
- * Vendor shall obtain feedback on training on a 5 point scale. The feedback format & acceptance criteria will be finalized with Wipro.
- * Payment shall be on actual nos. covered (no. or batches / participants / certification etc. as applicable)
- * Payments shall be subjected to TDS as per government regulations.
- * Vendor to submit complete bills as per payment terms for the work order along with the copy of the issued purchase order from Wipro along with necessary training completion sign off's from customer, training attendance forms duly signed by all participants for all training days & customer feedback.

Also kindly make sure the following requirements are met before sending the invoices:

1. All Invoices to mention the address as appearing in Wipro Purchase Order/Contract.
2. Wipro Purchase Order Number/Contract number to be mandatorily mentioned.
3. All Invoices to mention Wipro TIN no: incase of supply; and Wipro Service Tax No: incase of services.
4. All invoices should mention vendor TIN No: incase of supply and vendor Service Tax no: as well as PAN no: incase of services.
5. Invoices number and Invoice Date are mandatory on the Invoice.
6. Soft copy of the original Invoice to be drafted on the company letter head. [Applicable to Foreign Vendors].
7. Original Invoice on the company letter head (Applicable for all Service Purchases) to be submitted.
8. For Material Supplies Original Invoice to accompany the Shipment/Material. A copy of the same to be sent to address as mentioned above.
9. Copy of Proof of delivery (DC) or waybill signed & stamped by end user to be sent along with Invoice copy to IRS-incase of Supply.
10. Copy of Service completion certificate / JSM / Milestone Completion from end user to be sent along with Invoice copy to IRS-incas of Services.
11. Vendor address, Contact number/mobile number and E mail id is mandatory in the invoice.
12. Invoice must be either a Commercial or Tax invoice only (as applicable).
13. For Advance payment the invoices should be Pro forma Invoice(copy), original to be sent to initiation SPOC (Project Manager or RSDM of respective region)
14. Vendor Invoices to clearly indicate BILL To and SHIP To address as mentioned in Wipro Purchase Order.



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- 15.** Invoice to clearly mention the Basic and all other taxes, Levies, freight, insurance etc. as applicable separately
- 16.** Invoice currency has to be clearly mentioned.