

# **REQUEST FOR PROPOSAL**

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## **REQUEST FOR PROPOSAL**

**Project Title:** Tender to appoint General Sales Agents  
**Tender Reference Number:** TP1255  
**Type of Document:** Main  
**Organization:** T P Connects Technologies LLC  
**Date:** 15 October 2018

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## 1. INTRODUCTION AND BACKGROUND

- 1.1 T P Connects Technologies LLC (TPConnects) is a travel technology company, based in Dubai – United Arab Emirates, specialized in Travel Distribution. TPConnects helps Travel business (Airlines & Travel Agencies) to retail travel products and push personalized offers to potential travelers.
- 1.2 TPConnects is the First IATA New Distribution Capability (NDC) Dual Level 3 Certified Travel Aggregator (for Travel Agencies) and IT Provider for Airlines.
- 1.3 Since March 2018, TPConnects has been an IATA Strategic partner and One of the First company to be certified as IATA Financial Gateway (IFG) Solutions Provider.
- 1.4 TPConnects enables Travel Agents to **Go Online** by offering their own Website, Mobile Apps, B2B Agent Platform & Corporate Booking Tool - integrated with Flights (from GDS, LCC & NDC Airlines), Hotels, Cars, Payment Gateway etc with ZERO initial investment using the Travel Agents credentials.
  - 1.4.1 The Travel Agents Association of India (TAAI) has partnered with TPConnects to help 10,000 + Indian agents become “online and visible” in the next two years. [Read the News Here – www.taaiconnect.com](http://www.taaiconnect.com)
  - 1.4.2 TPConnects is a certified Developer of Amadeus, Sabre and Travelport GDS in addition to a number of hotel suppliers including Expedia, Priceline, DOTW, GTA, Tourico etc.
  - 1.4.3 A number of Travel Agency’s become online and visible with TPConnects solution. We are also in discussion with a number of agency associations including Universal Federation of Travel Agents Associations (UFTAA)
  - 1.4.4 Using TPConnects Travel Aggregator Platform or Online solutions Travel Agents can save the GDS Surcharges imposed by airlines like British Airways, Lufthansa, Airfrance / KLM etc. [Read the News Here](#)
- 1.5 TPConnects Airline Retail Middle-ware helps airlines' to retail travel & push personalized offers to customers through any Point of Sales (airline.com, holidays.com, mobile apps, airline agent platform or Corporate Booking Tool - all User Interfaces' from TPConnects)
  - 1.5.1 TPConnects provides a cost efficient NDC standard Gateway integrated with the airline PSS and IATA Financial Gateway along with all Point of Sales, which includes an airline.com and airlineholidays.com website, mobile application and Corporate Booking Tool. The NDC Gateway is also integrated with non-air suppliers including hotels, cars, insurance etc, managed by a rules engine where airlines can differentiate, personalize and tailor the offer for each customer. The NDC API from the NDC Gateway enhances the direct booking presence on OTA's, Aggregators etc.

[Read More on TPConnects IATA Strategic Partner Here](#)

1.5.2 TPConnects NDC Direct Connect Solution (Gateway) airlines include Saudi Arabian Airlines, Oman Air, Air Mauritius and Nile Air.

[Read More on Saudi Arabian Airlines NDC Direct Connect Solution](#)

1.6 TPConnects air fare and hotels from various sources. The airfares are aggregated from Travel Agents, Travel Management Companies, Aggregates and consolidators to ensure that the sellers have the best price available. TPConnects aggregate hotel contents from consolidators like Expedia, Priceline, Agoda, Hotelbeds, GTA, Tourico etc.

1.7 More details of TPConnects is set out at Annexure 1 hereto

1.8 TPConnects is interested in appointing General Sales Agents ("GSA" or "General Sales Agents") for territories of

Algeria, Angola, Benin, Botswana, Burkina Faso, Burundi, Cameroon, Central African Republic (CAR), Chad, Comoros, Democratic Republic of the Congo, Republic of the Congo, Cote d'Ivoire, Djibouti, Egypt, Equatorial Guinea, Eritrea, Ethiopia, Gabon, Gambia, Ghana, Guinea, Bissau, Kenya, Lesotho, Liberia, Libya, Madagascar, Malawi, Mali, Mauritania, Mauritius, Morocco, Mozambique, Namibia, Niger, Nigeria, Rwanda, Senegal, Seychelles, Sierra Leone, Somalia, South Africa, South Sudan, Sudan, Tanzania, Togo, Tunisia, Uganda, Zambia, Zimbabwe,

Afghanistan, Armenia, Azerbaijan, Bahrain, Bangladesh, Bhutan, Brunei, Cambodia, China, Cyprus, Georgia, Indonesia, Iran, Iraq, Israel, Japan, Jordan, Kazakhstan, Kuwait, Kyrgyzstan, Laos, Lebanon, Malaysia, Maldives, Mongolia, Myanmar, Nepal, North Korea, Oman, Pakistan, Palestine, Philippines, Qatar, Singapore, South Korea, Sri Lanka, Syria, Taiwan, Tajikistan, Thailand, Timor-Leste, Turkmenistan, Uzbekistan, Vietnam

Albania, Andorra, Armenia, Austria, Azerbaijan, Belarus, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Greece, Hungary, Iceland, Ireland, Italy, Kazakhstan, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, Russia, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, Ukraine, United Kingdom (UK),

Canada, Mexico, United States (US), Australia, New Zealand, Argentina, Bolivia, Brazil, Chile, Colombia, Ecuador, Paraguay, Peru, Uruguay and Venezuela

and for this purpose is circulating this Request for Proposal ("RFP") inviting interested parties possessing requisite wherewithal and capabilities ("Applicant" or "Applicants") to submit their tender of participation ("Proposal" or "Application") to provide the services in the Territory as envisaged herein.

“Territory” is defined at the current national boundary of each of the above countries. Each country separately constitutes one “Territory”. The Annexures of this RFP shall form an integral part of the RFP and shall be read along with the RFP.

- 1.9 Applicants should read all the terms and conditions contained in this RFP and its Annexures fully and carefully and any application submitted pursuant hereto shall be deemed acceptance thereof. Applications submitted in any form or on terms other than those prescribed in the RFP shall not be considered.
- 1.10 The TPConnects contacts stated within this document shall be the only contacts within TPConnects who have been duly authorized by TPConnects, unless otherwise authorized by TPConnects.
- 1.11 TPConnects is looking to appoint such General Sales Agents in each Territory that will provide best value by enhancing the customers experience through exceptional service while being in compliance at all times with all applicable laws of the land, including regulations, orders, etc. (by whatsoever name called), as well as any other policies and/or practices as may be prescribed by TPConnects from time to time.
- 1.12 Applicants will be required to submit two signed copies of their Proposal(s) to the address mentioned below, in sealed envelopes by courier. The Applicants may also submit their Proposal(s) by email with the sealed original copies of their Proposal to reach TPConnects’ s offices subsequently. The submission should clearly be marked “Proposal for appointment as GSA in [name of Territory applied for] ”, and addressed to:

Mr. Rajendran V,  
Chief Executive Officer,  
T P Connects Technologies LLC  
Business Village - Office No 742  
B Block - 7th Floor  
Post Box No 127615 - Dubai  
United Arab Emirates  
Email rajendran@tpconnects.com

- 1.13 Kindly note that this is an open ended RFP (without any end date). TPConnects however reserves the right to select from within parties that apply to be appointed as a GSA in response to this RFP at any stage / time, irrespective of the number of responses received from each / any Territory or all Territories, without any reference to the public at large or any amendment to the RFP.
- 1.14 TPConnects reserves the right to withdraw from the RFP (in whole or in part) at any time and shall not be required to give any notice and/or details as to the reasons in respect thereof.

- 1.15 Applicants will be expected to comply with the requirements of Government legislation on equal pay; age, sex or religious discrimination; race relations; employment of women; young persons, children and disabled persons; and health and safety in the workplace and the environment in the Territory.

## **2 RFP INFORMATION**

- 2.1. The initial contract period for general sales agency is expected to be Two (2) years from the date of appointment, (unless terminated earlier). This initial contract period may however be varied by TPConnects at any time prior to the award of business.
- 2.2. TPConnects reserves the right to appoint more than one party as its GSA at the appropriate juncture, on its own terms and conditions and in any manner, through any process of TPConnects' s choice, including floating another RFP, if the performance of the appointed GSA is not as per the requirements of TPConnects.
- 2.3. All enquiries relating to this RFP must be made in the first instance to the persons specified herein in writing via e-mail. If an answer to a question raised by an Applicant changes or supplements the basis for the Proposals then the relevant document will be revised and such changes posted on our website.

## **3. FORM OF APPLICATION**

- 3.1. Applications should be properly executed by duly authorized personnel of the Applicant.
- 3.2. Applications should be duly completed in all respects as prescribed.
- 3.3. Applicants may supply any additional information they consider necessary to supplement their Proposal(s)/ Applications. Evaluation will only be made against the direct response to the RFP and additional information will be treated as supplementary for information purpose only.

## **4. CONDITIONS OF RFP**

- 4.1. This RFP and the accompanying documents and publications and any copies made in all or part are, and shall at all times remain, the property of TPConnects and must be forthwith returned upon request.
- 4.2. TPConnects may reject a Proposal if the Applicant does not furnish all the information requested by TPConnects at the time of submission.

## **5. CONFIDENTIALITY**

By accepting and participating in this RFP process, the Applicants undertake to and agree that they shall maintain and cause its members, directors, officials, employees and agents to maintain information contained in this RFP as well as the discussions

and information exchanged between TPConnects and the Applicant as confidential and shall not disclose, publish part with or sell to any person, in any manner, any information, data, drawing, correspondence of documents (whether oral or in written or any other form) in relation to the same. The Applicants acknowledge that confidentiality is the essence of this RFP and the RFP process.

## **6. CANVASSING AND COLLUSIVE TENDERING**

Any Applicant who directly or indirectly canvasses any employee of TPConnects and/or its subcontractors concerning the preparation of Applications / Proposals or the award of the contract for provision of the services will be immediately disqualified.

## **7. ACCEPTANCE OF CONTRACT AND EVALUATION CRITERIA**

7.1. TPConnects will have no obligation arising from this RFP unless and until it enters into a definitive agreement with the selected Applicant.

7.2. TPConnects does not bind itself to accepting the lowest or any other Proposal for appointment as its offline GSA in any Territory, and does not commit to awarding any business and may at its discretion either award in whole or part or not at all. TPConnects will award the contract, in its sole and ultimate discretion on the basis of the Proposal that gives the best value to TPConnects, economically and operationally. The criteria that TPConnects will use to determine the best value economically and operationally, in no order of importance, will be:

7.2.1. Ability to deliver the required service in a diligent manner;

7.2.2. Quality of service;

7.2.3. Financial soundness;

7.2.4. Innovation.

7.2.5. Cost to TPConnects

7.3. The assessment of Proposals may include a visit by TPConnects representatives to any relevant facilities/locations. Shortlisted applicants may be required to give a presentation of their Proposals to TPConnects at TPConnects' s offices in Dubai, United Arab Emirates, at their own cost.

## **8. APPLICATION FORMAT**

Applicants are required to submit a separate application for each Territory, detailing the following information:

8.1. Territory / Territories Applied For

8.2. For each Territory, please specify

8.2.1. Full legal and trading name

8.2.2. Addresses of head office, registered office and branches of your organization that will represent TPConnects

- 8.2.3. Contact name, telephone number, fax number, e-mail address, web site details
- 8.2.4. Place & country of incorporation & company registration number
- 8.2.5. Country of registration
- 8.2.6. Year of registration
- 8.2.7. VAT number or equivalent
- 8.3. Corporate Overview & Company Profile
  - 8.3.1. Date of commencement of business
  - 8.3.2. Type of business entity (whether sole proprietorship, partnership, association, corporation and types of businesses currently engaged in).
  - 8.3.3. Principal business of the applicant organization
  - 8.3.4. Please list all other type(s) of businesses of the applicant organization. Please give full details.
  - 8.3.5. Brief History of the organization and its expansion since the time of commencement/inception.
  - 8.3.6. Details of capital invested, annual turnover, assets, liabilities, credit /market standing of the organization, net worth of the applicant as per latest audited annual financial statement etc.
  - 8.3.7. Submit last three years audited financial statements
  - 8.3.8. Details of business and various services offered
  - 8.3.9. Details of existing GSA representations.
  - 8.3.10. Registered capital and paid-up capital
  - 8.3.11. Minimum paid up capital required by the law of your country;
  - 8.3.12. Details of share-holders, percentage of shares held by and nationality of principal shareholders.
  - 8.3.13. List of directors with a brief resume.
  - 8.3.14. Trade registration number of your organization that entitles you to do business / do business as a GSA, if registration is a legal requirement in the territory / country
  - 8.3.15. Whether the organization is an IATA registered passenger agent? If so, name(s) under which it is registered and its IATA code number(s).
- 8.4. Details of any other Group Companies and Affiliates. Provide following details of parent/group/Affiliates:
  - 8.4.1. Legally registered name and address and relationship with the Applicant
  - 8.4.2. Brief description of business undertaken by the Group Companies and Affiliates and if any of the Group Companies or Affiliates undertake a competing or same or similar business as TPCconnects.
  - 8.4.3. Business of the parent organization
- 8.5. Name and address of your bankers
- 8.6. Please Specify:
  - 8.6.1. Have any of the partners, officers, directors or employees having authorization to act and sign on behalf of your firm, partnership or association, been involved in bankruptcy proceedings? if so, are they now

legally and fully discharged of their obligations by the court involved? Please give details

8.7. Network

8.7.1. Number and location (cities) of offices in the applicable Territory

8.7.2. Addresses of the offices

8.7.3. Details of existing representations and sales agency network in the Territory applied for

8.8. Management

8.8.1. Total Number of employees

8.8.2. Organizational chart

8.8.3. Names of owner(s), director(s), and key manager(s), stating each person's nationality, qualification and detailed work experience, extent of participation in operation of the organization, their other business interests, and number of years of service with the organization.

8.9. Affiliations / Membership

Details of affiliations / membership with different industry associations (global / national /local)

8.10. Business Plan for the TPConnects business containing, inter-alia,

8.10.1. Overview of current business, market analysis, overall territory potential,

8.10.2. Proposed Sales & marketing organization structure, including staff that you propose to dedicate to TPConnects

8.10.3. Sales and marketing plans

8.10.4. Sales network management

8.10.5. Overview of Competition including GDSs

8.10.6. Market commission / incentive structure Competition including GDSs

8.10.7. Expected challenges and likely competition

8.10.8. Experience in dealing with travel business

8.10.9. Market analysis and market development strategy

8.10.10. Minimum revenue and passenger numbers you estimate you will be in a position to generate from the said potential/territory if appointed as our General Sales Agent

8.10.11. Sales and marketing strategies to meet the above estimated business target

8.10.12. Expectations for incentives / commission from TPConnects

8.11. Please provide: a) Two Trade references and b) Three Client / Customer references we may contact. (Kindly include contact names, telephone numbers and email id's)

8.12. Any other information that the Applicant may wish to provide that the Applicant considers pertinent for TPConnects to be aware of. For instance, for the purposes of evaluating the Proposal, the Applicant may want to provide an overview of the Applicant's wider operations in the Territory applied for.



- 8.13. Time required completing all formalities and registrations for setting up TPConnects GSA, with necessary approvals, etc.
- 8.14. Local legal compliances in territory of appointment to be complied with by TPConnects, if any, for appointment of a GSA

## **9. BROAD TERMS OF THE GENERAL SALES AGENCY AGREEMENT**

Detailed at Annexure 2 hereof.

## **10. EVALUATION FACTORS / CRITERIA FOR AWARD**

- 10.1. Any award to be made pursuant to this RFP will be based upon the Proposal with appropriate consideration given to functional, technical, business, cost, and management requirements. Evaluation of offers will be based upon the Applicant's overall response to the RFP.
- 10.2. Completion of all required responses in the correct format.
- 10.3. The extent to which Applicant's proposed solution fulfills TPConnects' stated requirements as set out in this RFP.
- 10.4. An assessment of the Applicant's ability to deliver the indicated service in accordance with the specifications set out in this RFP.
- 10.5. The Applicant's stability, experiences, organizational culture
- 10.6. Availability of the required dedicated number of high quality personnel with the required skills and experience for the specific approach proposed.
- 10.7. The extent to which any implementation/integration challenges are recognized and can be managed effectively and in a timely manner.
- 10.8. The financial credentials of the Applicant's organization.

## **11. REJECTION RIGHTS**

- 11.1. Award of the contract resulting from this RFP will be based upon the most responsive Applicant whose offer will be the most advantageous to TPConnects in terms of cost, functionality and other factors as specified elsewhere in this RFP.
- 11.2. TPConnects reserves the right to:
  - 11.2.1. Reject any or all offers and discontinue this RFP process without obligation or liability to any potential Applicant
  - 11.2.2. Share any and/or all questions from one Applicant with any and/or all other Applicants
  - 11.2.3. Award a contract on the basis of initial offers received, without discussions or requests for best and final offers
  - 11.2.4. Award more than one contract.

## **12. UNDERTAKING BY APPLICANTS**

Along with the submission of a Proposal under this RFP, the Applicant(s) hereby irrevocably acknowledge the contents of, and are required to provide, Undertaking annexed hereto as Annexure 3.

### **13. QUERIES**

Any questions concerning this RFP must be directed to:

Mr. Vaidyanathan Vaidyalingam  
Chief Financial Officer,  
T P Connects Technologies LLC  
Business Village - Office No 742  
B Block - 7th Floor  
Post Box No 127615 - Dubai  
United Arab Emirates  
Email vaidya@tpconnects.com

Copy to

Mr. Rajendran V,  
Chief Executive Officer,  
Email rajendran@tpconnects.com

### **14. SELECTION OF PROPOSALS SUBMITTED**

After selection, a Letter of Award (the "LOA") shall be issued, by TPConnects to the selected Applicant and the selected Applicant shall, within two (2) days of the receipt of the LOA, sign and return the copy of the LOA in acknowledgement thereof. In the event the LOA duly signed by the selected Applicant is not received by the stipulated date, TPConnects reserves the right to appoint any other Applicant as its offline GSA for the Territory concerned.

## **ANNEXURE 1**

The below information is treated as classified. If you would like to receive details about the below topics, please email ;

Mr. Rajendran V,  
Chief Executive Officer,  
Email rajendran@tpconnects.com

- **About Us**
- **The Total Air Travel Market & The Problem**
- **What TPConnects Offer to Solve the Problem**
- **What we offer to Airlines**
- **What we offer to the Travel Agents**
- **IATA New Distribution Capability (NDC)**
- **Our NDC Direct Connect Airlines**
- **Suppliers integrated so far**
- **Our Focus Markets**
- **Our Target**
- **TPConnects Airline Product**
- **TPConnects Travel Agency Product**
- **Our Key Achievements**

## ANNEXURE 2

### 1) Broad Terms of the General Sales Agency Agreement

- a) Scope of Relationship & full performance of all contractual obligations as set out in the Agreement
  
- b) Functions, Duties and Obligations of the GSA
  - i) Observance of all instructions of TPConnects
  - ii) Marketing & sales of TPConnects solution to Travel Agents and Airlines
  - iii) Marketing & sales of TPConnects flights and hotel contents
  - iv) Appoint and manage network of sales agents to sell TPConnects' s services (solution and content) in the Territory
  - v) Assumption of responsibility for all documents related to TPConnects
  - vi) Sales promotion with travel agents and airlines
  - vii) Provision of enquiry and support office adequately equipped to support travel agents and airline queries when required by telephone, e-mail or chat over the internet; suitably furnished and equipped to give the appearance as an office of TPConnects.
  - viii) Providing adequate & competent staff for execution of all duties - passenger sales, marketing, accounting etc. Please specify the numbers that you will provide and the roles that they will perform.
  - ix) Undertake branding of the office(s) according to the requirements of TPConnects.
  - x) Provision & upkeep of facilities
  - xi) Assistance in representations & negotiations with airlines and tourism boards
  - xii) Ensure compliance with all statutory, regulatory and legal requirements required to be complied with by TPConnects in the Territory represented.
  - xiii) Advertising and promoting TPConnects in a manner satisfactory to TPConnects.
  - xiv) Undertaking of special publicity when so requested by TPConnects.
  - xv) Preparation & submission of sales activity and accounting reports
  - xvi) Maintenance of accounting & other records as required
  - xvii) Any other assistance that can be expected for the day-to-day smooth functioning of TPConnects.
  - xviii) Permanent display as far as is practicable of TPConnects' s advertising (as approved by TPConnects)
  - xix) Bring instructions, special advices and sales points sent to GSA by TPConnects promptly to the notice of the GSAs sales staff and to sales agents in the Territory.
  - xx) Protection of Intellectual Property rights of TPConnects.
  
- c) Sales Reporting, Credit Schedule and Settlement of accounts
  - i) Preparation of sales and accounting reports as per TPConnects guidelines

- ii) Control, supervision and extent of audit by TPConnects of GSA Sales reporting and accounting.
  - iii) Determination of the date of submission of the sales report.
  - iv) Terms for sales returns, credit, revenue reconciliation, payment cycles, settlement of accounts, etc, as per TPConnects' s standard policies,
  - v) Determination of the payment schedule of Sales amounts - i.e. date of collection of Passenger sales proceeds from the GSA
  - vi) Terms of computation of sales amount and provision to make good any shortfalls from defaulted agents, etc.
  - vii) Extent of assumption of responsibility for outstanding dues, defaulting agents, debit notes, etc.
  - viii) Assumption of responsibility for achievement of targets on the revenue and passenger numbers from the territory
  - ix) Terms for payment of taxes, if any, by General Sales Agent, unless otherwise agreed.
  - x) Specify and update TPConnects from time to time about any local legal requirements which would need to be adhered to by TPConnects
  - xi) Maintain proper books, records and accounts relating to all activities undertaken by the GSA as the passenger general sales agent of TPConnects in the Territory.
  - xii) Submit to TPConnects annual audited accounts pertaining to its business within 90 days of the end of each financial year.
  - xiii) Assist TPConnects in all matters pertaining to tax requirements in the Territory and advise and assist TPConnects to effect the transfer of funds from the Territory.
  - xiv) Ensure that at all times and in a timely manner it will remit/ deposit to relevant authorities/agencies monies collected from Travel Agents and Airlines which are required to be so remitted/deposited.
  - xv) Periodic statements or reports against key performance indicators.
- d) Facilities
- TPConnects expects the GSA to provide following facilities:
- i) Sales person(s) dedicated to promoting sales of TPConnects' s services in the Territory.
  - ii) Salaries/related expenses, statutory benefits of all employees on GSA's payroll dedicated to TPConnects's operations
  - iii) All facilities required to perform functions including but not limited to communication for the above employees, appropriate office space, Internet, Telephone/Fax, Mobile , etc.
  - iv) Any other services which may be considered necessary by TPConnects for performance of services under the agreement.
- e) Advance Cash Deposit & Guarantee
- i) Submission of irrevocable Bank Guarantee from TPConnects suggested banks / Advance Cash Deposit & Guarantee to TPConnects
  - ii) Amount of Bank Guarantee / Advance Cash Deposit & Guarantee, credit terms, etc.

- iii) Terms for periodical review and increase in the Bank Guarantee / Cash Guarantee amounts.
  - iv) Bank Guarantee to be encashable in Dubai, United Arab Emirates, TPConnects will provide the Bank Guarantee format and terms and conditions therein to the selected parties.
  - v) Bank Guarantee only applicable for certain countries else Cash Guarantee required
- f) Remuneration and Taxes
- i) Taxes
  - ii) Terms of General Sales Agent and Passenger Sales Agent Remuneration
  - iii) Terms of other Contractual payments, if any, as agreed
  - iv) Details of other emoluments, reimbursements etc. expected by TPConnects to GSA
- g) Terms for Renewal and Termination
- i) Events of Default
  - ii) Force Majeure
  - iii) Basis for Renewal of Agreement
  - iv) Period of renewal
  - v) Terms & extent of provision for making amendments to the Agreement as & when required
  - vi) Termination rights & Procedure for Termination
  - vii) Notice period and related modalities such as terms for settlement of all accounts in event of termination, etc.

### Annexure 3

#### LETTER OF UNDERTAKING BY THE APPLICANT

*[On the letter head of the Applicant]*

[Date]

T P Connects Technologies LLC  
Business Village - Office No 742  
B Block - 7th Floor  
Post Box No 127615 - Dubai  
United Arab Emirates

**Subject: Undertaking for appointment of General Sales Agent in [insert Territory]**

Capitalized terms used herein and not defined shall have the meaning ascribed to them under the Request for Proposal for Appointment of GSAs dated 15th October 2018.

We [please insert the full name of the Applicant] hereby declare and confirm that we have read and understood all the terms and conditions of the RFP and that the said terms and conditions are acceptable to us. We accept that in the event that the documents submitted by us along with the Proposal are found by TPConnects to be inadequate/ false/ incorrect/misleading / incomplete, the Proposal may be rejected by TPConnects without assigning any reasons therefor. In addition, TPConnects reserves its right to prohibit us from participation in any further tenders of TPConnects.

We acknowledge that TPConnects reserves itself the right to reject the Proposal without assigning any reason thereto. We further acknowledge that TPConnects is not bound to accept any Proposal. We also acknowledge that TPConnects may share the Proposal and any other information provided by us during the RFP process or at any time thereafter with its advisors and agents, and we consent to the same.

The provision of the services outlined in this RFP, by us to TPConnects, will not create any conflicts of interest or appearance of impropriety, and we hereby indemnify TPConnects, its clients and/or officers and/or directors and/or employees and hold them harmless in this regard.

We declare that there is no pending/previous litigation (including but not limited to, litigation, claim, consent order, settlement agreement, arbitration, agency proceeding, investigation, challenge or other proceeding pending or threatened against us, our properties or business or any individuals acting on behalf of us, including, without limitation, subcontractors, assignees) that would prevent us from making the Proposal or executing the definitive agreement identified by TPConnects and fulfilling the terms and conditions of such definitive agreement in the event that we are the selected Applicant.

[Name of the Applicant]

Address : [xxxxxxxxxxxx]

Tel no (Office) : [xxxxxxxx]

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Authorized Signatory

Name : [xxxxxxx]

Designation : [xxxxxxx]