



**INVITATION FOR SUBMISSION OF BIDS FOR:
TIKTOK ADVERTISING SERVICES FACILITATOR FOR SRILANKAN AIRLINES**

DATE OF ISSUE: 12th November 2025

REFERENCE NO: DCSM/MKTG/NCB/RFP/02/2025

**CHAIRMAN OF ENTERPRISE PROCUREMENT COMMITTEE,
MINISTRY OF FINANCE, PLANNING & ECONOMIC DEVELOPMENT**

ON BEHALF OF

**SRILANKAN AIRLINES LIMITED
MARKETING DEPARTMENT
AIRLINE CENTRE
BANDARANAYAIKE INTERNATIONAL AIRPORT
KATUNAYAKE
SRI LANKA**

SECTION I: INSTRUCTIONS TO BIDDERS (NCB)

A: General	
1. Scope of Bid	<p>1.1 SriLankan Airlines invites you to submit a bid for the supply of TikTok Advertising Services Facilitator as specified in Section III - Schedule of Requirements.</p> <p>You are requested to confirm your intention to submit a bid by forwarding the duly filled Bid Acknowledgement Form attached, 07 working days prior to bid closing date.</p>
2. Advertising Method	<p>2.1 Newspaper advertisement will be published on widely circulated newspapers (1 weekday and 1 weekend newspapers) and on the official websites of SriLankan Airlines and the Ministry of Finance, Planning & Economic Development Sri Lanka.</p>
B: Contents of Bidding Documents	
3. Contents of Bidding Documents	<p>3.1 The documents consist of the Sections indicated below.</p> <ul style="list-style-type: none">• Section I and I (a): Instructions to Bidders• Section II: Bidding Data Sheet• Section III: Schedule of Requirements• Sections IV: Bid Submission Form• Section V: Special Conditions of SriLankan Airlines <ul style="list-style-type: none">• Annexure A : Bid Acknowledgement Form• Annexure B : TikTok Advertising Services Specifications and Price Format• Annexure C : Bid Security Declaration Form• Annexure D : Non-collusion Affidavit Form• Annexure E : Company's Information Form• Annexure F : Clientele Information Form• Annexure G : Sample Contract

4. Eligible Bidders	<p>4.1 All bidders shall possess legal rights to supply the services under this contract.</p> <p>4.2 Bids from agents representing Principals abroad, shall not be considered unless the agent holds a valid Letter of Authorization duly signed by the Principal, empowering the agent to submit a Bid on Principal's behalf.</p> <p>4.3 Copies of the Business Registration of both the Principal and agent shall be provided in such an arrangement.</p> <p>4.4 The agent signing the Bidding Document on behalf of the Principal shall state the Principal's name, address, telephone and fax numbers and email if any.</p> <p>4.5 Nomination/change of agents after the Bid has been submitted until the awarding of the tender shall not be valid.</p> <p>4.6 If the Bidder (in the case of an agent-Principal arrangement, the Principal), is not the Agency, the documentary proof of the arrangement with the Agency shall be furnished.</p> <p>4.7 In the case of point 4.2 above, the tender shall be awarded to the Principal, and the Principal shall enter into a valid contract with SriLankan Airlines Limited.</p>
5. Clarification of Bidding Documents	<p>5.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact SriLankan Airlines Limited via e-mail address specified in the Bidding Data Sheet. SriLankan Airlines Limited will respond to any request for clarification, provided that such request is received no later than two (02) calendar days prior to the deadline for submission of Bids.</p>
C: Preparation of Bids	
6. Documents Comprising your Bid	<p>6.1 The document shall comprise the following:</p> <ul style="list-style-type: none"> • Sections IV. Bid Submission Form (Mandatory with the bid submission) • Annexure A : Bid Acknowledgement Form • Annexure B : TikTok Advertising Services Specifications and Price Format (Mandatory with the bid submission) • Annexure C : Bid Security Declaration Form (Mandatory with the bid submission) • Annexure D : Non-collusion Affidavit Form (Mandatory with the bid submission) • Annexure E : Company's Information Form (This Form shall be completed by the Bidder; however, in the case of an agent-Principal arrangement, the Principal is required to fill this) • Annexure F : Clientele Information Form • Annexure G : Reviewed Sample Contract by the Bidder • A valid Letter of Authorization (for agents representing Principals abroad) • A copy of the Business Registration (for agents representing Principals abroad, it is necessary to provide copies of the Business Registration of both parties) • Documentary proof of the arrangement with the Agency (if the Bidder in the case of an agent of the Principal)

7. Bid Submission Form	<p>7.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV. This form must be completed without any alterations to its format, and no substitutes shall be accepted.</p> <p>7.2 All blank spaces shall be filled in with the information requested.</p>
8. Ads spend and Commission	<p>8.1 TikTok advertising costs will be paid as incurred, with commission applied to the actual spend.</p> <p>8.2 Commission rates quoted by the Bidder shall be fixed during the contract and period specified in NCB clause 11.1 and not subject to variation on any account. A Bid submitted with an adjustable Commission shall be treated as non-responsive and may be rejected.</p> <p>8.3 Bids offering a 0% commissioning rate will be an added advantage during the evaluation process.</p>
9. Currency	9.1 The bidder shall quote in Sri Lankan rupees (LKR)
10. Documents to Establish the Conformity for the Services	10.1 To establish the conformity of the services offered, the Bidder shall furnish the documentary evidence that the offered services conform to 'Annexure B: TikTok Advertising Services Specifications and Price Format'.
11. Period of Validity of Bid	11.1 Bids shall remain valid for a period of one hundred twenty (120) days after the Bid submission deadline date.
12. Bid Security Declaration & Non-collusion Affidavit Form	12.1 The Bidder shall furnish as part of its Bid, a Bid Security Declaration and Non-collusion Affidavit Form, using the forms included in Annexure C & D. (Mandatory)
13. Format and Signing of Bid	13.1 The Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. All documents shall be duly signed and stamped when forwarding.
D: Payment terms	
14. Payment terms	14.1 Within 30 days credit from the date of receipt of invoice by SriLankan Airlines

E: Submission and Opening of Bid	
15. Submission of Bid	<p>15.1 The Bidder shall submit its Bid by registered post, courier, or by hand in a sealed envelope as specified in the Section II – Bidding Data Sheet.</p> <p>15.2 The proposal should also be emailed as specified in Section II – Bidding Data Sheet</p> <p>15.3 The sealed envelope shall bear the specific identification of this Bid exercise as indicated as follows: "Submission of Bids for The Selection of A TikTok Advertising Services Facilitator for SriLankan Airlines. (DCSM/MKTG/NCB/RFP/02/2025)"</p> <p>15.4 If any bidder wishes to hand deliver the bids, please contact SriLankan Airlines staff well in advance, for the arrangement of security clearance. Refer Section II, Bidding Data sheet for contact details.</p>
16. Deadline for Submission of Bid	<p>16.1 Bid must be received by SriLankan Airlines to the address set out in Section II, "Bidding Data Sheet", and no later than the date and time as specified in the Bidding Data Sheet.</p>
17. Late Bid	<p>17.1 SriLankan Airlines shall reject any Bid that arrives after the deadline for submission of Bids in accordance with NCB Clause 15.1 above.</p>
18. Opening of Bids	<p>18.1 SriLankan Airlines shall conduct the opening of the Bid in the presence of the Bidders at the address, date, and time specified in the Bidding Data Sheet.</p> <p>18.2 A representative of the Bidder may be present and mark its attendance.</p> <p>18.3 Presence of the Bidder will not necessarily ensure selection of the proposed services</p> <p>18.4 If any bidder wishes to participate for bid opening, please contact SriLankan Airlines staff well in advance for the arrangement of Security clearance. Refer Section II, Bidding Data sheet, clause 18.1 for contact details.</p>
F: Evaluation and Comparison of Bid	
19. Clarification of Bids	<p>19.1 To assist in the examination, evaluation, and comparison of the Bids, SriLankan Airlines may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid which is not in response to a request by SriLankan Airlines shall not be considered.</p> <p>19.2 SriLankan Airlines' request for clarification and the response shall be in writing at SriLankan Airlines Limited's address specified in the Bidding Data Sheet clause 15.1.</p>
20. Responsiveness of Bids	<p>20.1 SriLankan Airlines will determine the responsiveness of the Bid to the documents based on the contents of the Bid received.</p> <p>20.2 If a Bid is evaluated as not substantially responsive to the documents issued, it may be rejected by SriLankan Airlines.</p>

<p>21. Evaluation of Bid</p>	<p>21.1 Bids of the Bidders who fulfill the following pre-qualification requirements, and submit documentary proof thereof, will only be eligible for further evaluation</p> <p>Evaluation Stage 01: Pre-qualification requirements</p> <ol style="list-style-type: none"> 1. Must have the requisite technical and professional expertise reflected in the qualifications and experience of the personnel who would be assigned to handle the Account of SriLankan Airlines in digital communications and social media department, Marketing Division. 2. Must submit at least 02 client testimonials <p>Bids offering a 0% commissioning rate will be an added advantage during the evaluation process.</p>
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22. SriLankan Airline's Right to Accept any Bid, and to Reject any or all Bids.	22.1 SriLankan Airlines reserves the right to accept or reject any Bid and to annul the process and reject all Bids at any time prior to acceptance, without thereby incurring any liability to Bidders.
G: Award of Contract	
23. Acceptance of the Bid	23.1 SriLankan Airlines will accept and award the Bid of the Bidder who has submitted the lowest evaluated bid has the required capacity and resources to carry out the contract effectively.
24. Notification of acceptance	<p>24.1 SriLankan Airlines will notify the successful Bidder, in writing, that its Bid has been accepted.</p> <p>24.2 After notification, SriLankan Airlines shall complete the contract, and inform the successful Bidder to sign it.</p> <p>24.3 Within seven (7) days of receipt of such information, the successful Bidder shall sign the contract.</p> <p>24.4 The contract is extendable for a further 01-year period based on mutual agreement under the same terms and conditions, and supplier performance.</p>

SECTION I – (a)
GENERAL INSTRUCTIONS TO BIDDERS

1. General information and instructions

A. Purpose of the Request for Proposal

The purpose of this Request for Proposal is for SriLankan Airlines Ltd ("SriLankan Airlines") to appoint a TikTok Advertising Services Facilitator for SriLankan Airlines.

B. Understanding the Scope of Services

The bidder shall make itself fully aware of SriLankan Airline's requirements, conditions and other matters which may affect the quotation. The bidder must clearly understand the intent and meaning of SriLankan Airline's requirements for the Scope of Services.

Any failure to comply with the foregoing shall not allow the bidder to deviate from performing the Scope of Services if successful.

C. Shortlisting

SriLankan Airlines reserves the right to shortlist bidders who may be invited to discuss the details of their proposals.

Other Conditions

SriLankan Airlines reserves the right to:

- a. Modify any part of this Request for Proposal including the deadline for submission and waive any minor defect contained therein.
- b. Reject any or all submissions and assumes no responsibility or liability whatsoever to the bidders.
- c. Accept the proposal most advantageous to its absolute discretion.

D. Confidentiality of "Request for Proposal" Documents

The Request for Proposal documents are strictly confidential and may not be disclosed by the bidders to others for the purposes of preparing the proposal on the strict condition, that such parties shall also be bound by the confidentiality requirement.

Under no circumstance should any bidder participating in this Request for Proposal approach any Agency whether currently handling SriLankan Airline's Media buying and placement or not on the subject of this Request for Proposal.

Failure to comply with this request will result in automatic exclusion of the bidder from the Request for Proposal.

E. Non-Compliance with instructions

SriLankan Airlines reserves the right to reject any response to Request for Proposal which does not comply with any of the given instructions.

SECTION II: BIDDING DATA SHEET (BDS)

NCB Clause Reference	Instructions
3.2	Bids from agents representing a Principal abroad shall consist of a valid Letter of Authorization duly signed by the Principal.
3.3	Bidder shall furnish a copy of the Business Registration (for agents representing Principals abroad, it is necessary to provide copies of the Business Registration of both parties).
3.6	If the Bidder (in the case of an Agent-Principal arrangement, the Principal) is not the Agency, documentary proof of the arrangement with the Agency shall be provided.
5.1	<p>For clarification of Bids: No later than two (02) working days prior to the deadline for submission of Bids</p> <p>E-mail address: rakitha.gunadasa@srilankan.com and indeevvari.suraweera@srilankan.com</p> <p>Any clarifications or queries raised by a bidder relating to the documents or any of the bid requirements shall be submitted in writing as soon as possible and in no case later than 2 working days prior to the bid closing date.</p> <p>All information provided by SriLankan Airlines to any bidder shall be passed on simultaneously or as soon as possible to other participating bidders in order to keep this Request for Proposal on a comparable basis.</p>
15.1	<p>The address for submission of Bids is:</p> <p>Attention: Head of Marketing</p> <p>Address: SriLankan Airlines, Marketing Division, Airline Centre, Bandaranaike International Airport, Katunayake, Sri Lanka.</p> <p>All bids should be in English and submitted in sealed envelopes with the Tender reference number DCSM/MKTG/NCB/RFP/02/2025 clearly marked on the top left-hand corner of the envelope.</p> <p>The proposal should also be emailed in the same format as described above as a downloadable link (non-expiry) to: digitalmtender@srilankan.com</p> <p>If the envelopes are not sealed and marked as instructed above, SriLankan Airlines assume no responsibility for the misplacement or premature opening of the contents of the bids submitted and consequent losses, if any, suffered by the bidder.</p> <p>Details (name, NIC/ passport reference, vehicle number) should be provided two days in advance to arrange security clearance if the bidder wishes to hand deliver bids and samples/participate for bid opening.</p> <p>The deadline for submission of Bids: On or before 26 November 2025, 1100 hrs. Sri Lankan Time (GMT +5:30)</p>
15.3	<p>The name of the RFP:</p> <p>"Submission of Bids for THE SELECTION OF A TIKTOK ADVERTISING SERVICES FACILITATOR FOR SRILANKAN AIRLINES. (DCSM/MKTG/NCB/RFP/02/2025)"</p>

16.1	<p>Opening of the Bids:</p> <p>On 26 November 2025, 11.30 hours Sri Lankan Time (GMT +5:30)</p>
18.1	<p>To participate in the Bid opening:</p> <p>Attention: Head of Marketing</p> <p>Address: SriLankan Airlines, Marketing Division, Airline Centre, Bandaranaike International Airport, Katunayake, Sri Lanka.</p> <p>E-mail: rakitha.gunadasa@srilankan.com and indeevvari.suraweera@srilankan.com</p> <p>Details (Name, NIC/Passport Reference, Vehicle Number) should be provided two days in advance to arrange security clearance</p>

SECTION III: SCHEDULE OF REQUIREMENTS

SriLankan Airlines seeks an organization which specializes in facilitating TikTok advertising to provide services specified hereunder, as more fully described in the Specimen "TikTok Advertising Facilitator Agreement" (Please refer Annexure – G).

In the course of carrying out the above the agency shall,

1	Provide TikTok media advertising solutions
2	Billing and payment solutions (LKR Billing)
3	30-Day Credit Period for payments and unlimited number of Ad Accounts
4	One dedicated Customer Success Manager, one dedicated Client Partner
5	Platform Advertising Support
6	Workshops, Seminars and Customized Training Programs as and when required. Provide and facilitate training and development programmes to the employees, representatives or agents of the Company as and when required on matters related to digital and social media marketing as requested by the Company.
7	Support on designing, executing and managing comprehensive TikTok campaigns that will drive the required results and deliver a measurable return on investment.
8	Support on monitoring the performance of ongoing campaigns against planned versus actual Key Performance Indicators (KPIs), and optimizing performance where necessary by shifting budgets or infusing further tactics to achieve planned KPIs
9	Support on planning and executing TikTok marketing and sales strategies for the Airline to bring in revenue directly to the Airline.
10	Knowledge sharing about SriLankan Airlines' campaigns, markets, or specific segments.
11	Work with the Airline on implementation of tracking and conversions through TikTok platforms.
12	Make market technology recommendations to the Company, based upon the expertise and experience of the Agency.
13	Carry out weekly campaign discussions and optimize ongoing campaigns and future campaigns.
14	Should be able to provide seamless services 365 days of the year

In relation to the above-mentioned scope of service by the Agency, the rights and duties of SriLankan Airlines will be as per the following:

1	Once an Agreement is signed between SriLankan Airlines and the selected TikTok Advertising Services Facilitator on this RFP, nothing in the Agreement shall preclude the Company from utilizing its in-house capabilities or contracting work within Sri Lanka/ overseas for any part of the work/ services contemplated in this Agreement.
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2	The Company shall pay the commission as agreed to expressly by the parties in the manner and as described herein.
3	The Company shall have the right to inspect, with prior notice, any and all contracts, agreements, correspondence, records, accounts and other information relating to this Agreement which are in the custody of the Service Provider.
4	SriLankan Airlines shall settle the invoices within 30 days of the receipt of all invoices.
5	SriLankan Airlines shall make payments in Sri Lanka Rupees (LKR)

THIS IS A COMPULSORY FORM. IF THIS FORM IS NOT FILLED AND SUBMITTED, THE BID SHALL BE REJECTED.

SECTION IV: BID SUBMISSION FORM

The Bidder shall fill in this Form in accordance with the instructions indicated no alterations to its format shall be permitted and no substitutions will be accepted.

Date:

To: SriLankan Airlines Limited

We, the undersigned, declare that:

- (a) We have read and have no reservations to the document issued;
- (b) We agree to supply conforming to the documents issued and in accordance with the Schedule of Requirements of a TikTok Advertising Services Facilitator for SriLankan Airlines
- (c) The individual commission rates are fixed for the contract period and are as specified under the Annexure B – TikTok Advertising Services Specifications and Price Format
- (d) Our Bid shall be valid for the time specified in NCB Clause 11.1
- (e) We understand that our Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us.
- (f) We understand that SriLankan Airlines Limited is not bound to accept the lowest evaluated Bid or any other Bid that SriLankan Airlines Limited may receive.
- (g) Bid Security Declaration is attached and same is valid for a period of 120 days after the Bid submission deadline.

Signed: [Insert signature of the duly authorized person]

Name: [Insert the complete name of the person signing the Bid Submission Form]

Date: [Insert date]

SECTION V: SPECIAL CONDITIONS OF SRILANKAN AIRLINES LIMITED

1. "Bidder" means the Principal of the agency or an authorized representative for the Principal. In the event where the bidder is an authorized representative (Media Buying and Placement Agency), it is mandatory an Authorized Representative Status letter from the Principal is submitted to SriLankan Airlines along with the proposal to avoid rejection of the proposal.
2. If accepted, it is mandatory that the bidder signs the Contract Agreement – Annexure G.
3. Annexure G shall be duly completed and signed by SriLankan Airlines and will be sent to the bidder, subsequent to the successful bidder's appointment by SriLankan Airlines.
4. The agreement shall be effective for a period of three (03) years from the date of award of contract and will continue (subject to annual evaluations) until terminated by SriLankan Airlines Ltd by giving three months' prior written notice or by either party by as per the Media Buying and Placement Agency Agreement.
5. The commission rates quoted in Annexure B will be valid for a period of three (03) years and will be for Media Buying and Placement services in Sri Lanka and overseas. It is important for the Bidder to quote for each of the items and their respective validity periods, in LKR.
6. The Bidder shall make available the stipulated services for a period of three (03) years. All payments will be made Net of taxes, in LKR when done in Sri Lanka and overseas.
7. Bidder's registration letters and certificates, Company profile, Clientele details & Media Buying and Placement agency experience certificates shall also be furnished along with this document.
8. Conflicts of interest

In your response to this Request for Proposal, please submit a statement confirming whether or not provision to SriLankan Airlines of the services outlined in this Request for Proposal would create any potential conflicts of interest, or appearance of impropriety, relating to clients of the firm, officers/ directors/ employees of SriLankan Airlines, or in consideration of any existing relationship you may have with SriLankan Airlines. Please also indicate what procedures will be followed to detect, resolve, and notify SriLankan Airlines of any conflicts of interest.

Please note our expected payment terms for the operation are as follows:

Delivery : Job-wise invoice

Payment : 30 days from date of invoice

Currency : LKR (including Taxes listed separately with a tax breakdown)

ANNEXURE A: BID ACKNOWLEDGEMENT FORM

IMPORTANT

All Bidders shall confirm their intention to submit a Bid by forwarding the duly filled Bid Acknowledgement Form, 07 working days prior to the Bid closing date.

Invitation for Submission of Bids for **the selection of TikTok Advertising Services Facilitator for SriLankan Airlines - reference no: DCSM/MKTG/NCB/RFP/02/2025** is hereby acknowledged.

☐

You may expect to receive our proposal on or before

.....

☐

We do not intend to submit a proposal because

.....

.....

.....

Signed :

Title :

Company :

Date :

THIS IS A COMPULSORY FORM.
IF THIS FORM IS NOT FILLED AND SUBMITTED, THE BID SHALL BE REJECTED

ANNEXURE B – TikTok Advertising Services Specifications and Cost Breakdown

Name of the Bidder :

Commission Rates

Item Description	Rate (%)
Commission on TikTok Ad Spend (if applicable)	

Note: Bids offering a 0% commissioning rate will be an added advantage during the evaluation process.

Signature: *[Signature of person signing the Bid]*

Designation: *[Designation of person signing the Bid with frank]*

Date: *[Insert date]*

**THIS IS A COMPULSORY FORM.
IF YOU DO NOT FILL AND SUBMIT THIS FORM, YOUR BID SHALL BE
REJECTED.**

ANNEXURE C: BID SECURITY DECLARATION FORM

Note: **The Bidder** shall fill in this form in accordance with the instructions indicated in brackets.

Date: _____ *[insert date by Bidder]*
Name of Contract: _____ *[insert name]*
Invitation for Bid No: _____ *[insert number]*

To: - *SriLankan Airlines Limited*

We, the undersigned, declare that;

1. We understand that, according to instructions to Bidders (hereinafter "the NCB"), Bids must be supported by a Bid Security Declaration;
2. We accept that we shall be suspended from being eligible for contract award in any contract where Bids have been invited by SriLankan Airlines as defined in the Procurement Guidelines Published by the National Procurement Agency of Sri Lanka, for the period of time of *three years* starting *on the latest date set for closing of Bids of this Bid*, if we;
 - (a) withdraw our Bid during the period of Bid validity period specified;
or
 - (b) do not accept the correction of errors in accordance with the Instructions to Bidders of the Bidding Document; or
 - (c) having been notified of the acceptance of our Bid by you, during the period of Bid validity, (i) fail or refuse to execute the Contract, if required, in accordance with the NCB.
3. We understand this Bid Security Declaration shall expire, if we are not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder that the Bidder was unsuccessful; or (ii) twenty-eight days after the expiration of our Bid.
4. We understand that if we are a JV, the Bid Security Declaration must be in the name of JV that submits the Bid. If the JV has not been legally constituted at the time of bidding, the Bid Security Declaration shall be in the names of all future partners as named in the letter of intent.

Signed *[insert signature(s) of authorized representative]* In the Capacity of *[insert title]*

Name *[insert printed or typed name]*

Duly authorized to sign the Bid for and on behalf of *[insert authorizing entity]*

Dated on *[insert day]* day of *[insert month]*, *[insert year]*

**THIS IS A COMPULSORY FORM.
IF YOU DO NOT FILL AND SUBMIT THIS FORM, YOUR BID SHALL BE
REJECTED.**

ANNEXURE D: NON-COLLUSION AFFIDAVIT FORM

The undersigned bidder or agent, hereby solemnly, sincerely, and truly declares and affirms/makes an oath that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation, or partnership represented by him/her, entered into any combination, collusion, or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding, nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding, or combination with any other person in reference to such bidding.

He/she further states that no person, firm, or corporation has received or will receive, directly or indirectly, any rebate, fee, gift, commission, or thing of value on account of such procurement.

The bidder accepts full responsibility for ensuring the absence of collusion and pledges to abide by fair and ethical competition practices throughout the procurement process.

I hereby affirm, under the penalties for perjury, that the facts and information contained in the foregoing bid for public works are true and correct.

The foregoing Affidavit having been duly read over and explained by me to the Affirmant above named and he/she having understood the contents therein and admitted to be correct, affirmed and set his/her signature hereto before me)
on this day of ... at ...

Before Me,

- 1) For Local bidders - Justice of Peace or Commissioner of Oaths.
- 2) For Foreign Bidders - Competent Person/Institution Duly Authorized Under the Laws of the Respective Country

THIS FORM SHALL BE COMPLETED BY THE BIDDER; HOWEVER, IN THE CASE OF AN AGENT-PRINCIPAL ARRANGEMENT, THE PRINCIPAL IS REQUIRED TO FILL THIS.

ANNEXURE E: COMPANY'S INFORMATION FORM

Section A – Basic information of the Company	
1. Registered Name of the Company and Registration number:	
2. Date of Incorporation:	
3. Country of Incorporation:	
4. Nature of Business:	5. Company Type:
6. Telephone & Fax Numbers: Tel: Fax:	7. E-mail Address:
8. Registered Address:	
9. Other contact details (if any):	
10. Registered Name and address of the agent (if any):	
11. Brief history of the company:	
12. Organisational structure in relation to the services related to the development and execution of media buying and placement services:	
13. Proof of affiliation with international media buying and placement agencies:	

14. Any awards/recommendations/reference letters received (Local):	
15. Any awards/recommendations/reference letters received (International):	
Section B – Details of Directors, Shareholders and related parties	
1. Name(s) of Directors	
2. Name(s) of Shareholders	
3. Name (s) of Directors of Parent/Subsidiary who are also Directors of SriLankan Airlines Limited	
4. Name(s) of Directors of Parent/Subsidiary who are also Employees of SriLankan Airlines Limited	
5. Names of Close Family Members who are either Directors/Employees of SriLankan Airlines Limited	
Section C - Business verification: Duly signed and stamped copy of the above document to be supported by the following documents <input checked="" type="checkbox"/> Tick the appropriate boxes	

- | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> A copy of the Certificate of Incorporation certified by the Company Secretary | <input type="checkbox"/> A copy of Form 15 (Sri Lankan Companies) certified by the Company Secretary or a letter from the Company Secretary confirming the shareholding. |
| <input type="checkbox"/> A copy of Form 20 (Sri Lankan Companies) certified by the Company Secretary or a letter from the Company Secretary confirming the directors | <input type="checkbox"/> For Partnerships, the list of partners confirmed by one of the partners, preferably by the most senior partner. |
| <input type="checkbox"/> For partnerships and sole proprietorships, the certificate of business registration | <input type="checkbox"/> Audited financial statements of the Company for the last three years |
| | <input type="checkbox"/> Others (specify) |

As the authorized representative of [name of the Company], I hereby confirm on behalf of [name of the Company] that the information provided above is true and accurate and acknowledge that the Bid of [name of the Company] submitted herewith shall be rejected in the event all or any of the information submitted above is found to be incorrect.

Details of the Company's authorized signatory:

Name:.....

Designation:

Date:

Signature & Company Rubber Stamp:

ANNEXURE F: CLIENTELE INFORMATION FORM

Tender Name:

Bidder's Name:

Principal's Name (if any):

Agency Name:

a) Local

Company Name	Company Representative's Contact Details (Please state name, official email address and telephone number)	Client since	Services procured

b) International

Company Name	Company Representative's Contact Details (Please state name, official email address and telephone number)	Client since	Services procured

ANNEXURE G– SAMPLE CONTRACT

AGREEMENT BETWEEN SRILANKAN AIRLINES LIMITED AND XXXXXXXXXXXXXXXXXXXX DCSM/MKTG/NCB/RFP/02/2025

This Agreement is made on this XXXXXXXX, entered into by and between:

SRILANKAN AIRLINES LIMITED, a company incorporated in Sri Lanka, bearing Company Registration No. PB 67 and having its registered office at Airline Centre, Bandaranaike International Airport, Katunayake, (hereinafter referred to as “the Company” which term shall where the context so requires or admits mean and include the said SriLankan Airlines Limited, its liquidators, successors in office and assigns) of the One Part;

And

XXXXXXXXXXXXXXXXXXXX, a company incorporated in Sri Lanka, bearing Company Registration No. **XXXXXXXXXX** and having its registered address at **XXXXXXXXXXXXXXXXXXXX** (hereinafter referred to as “the Service Provider” which term shall where the context so requires or admits mean and include the said **XXXXXXXXXXXXXXXXXXXX**, its liquidators in office and assigns) of the Other Part.

The Company and the Service Provider shall be collectively referred to as “Parties” and individually as a “Party”.

WHEREAS

- A The Company is an international commercial passenger and cargo airline based in Sri Lanka operating on international route network;
- B The Service Provider shall self-serve TikTok ad accounts that can be used to promote products or services on the TikTok platform, handling technical inquiries, offering strategic TikTok-related consultations, providing support for any TikTok advertising-related issues, extending invitations to industry-related workshops and seminars conducted by the Service Provider for TikTok customers, and conducting training programs based on pre-agreed topics.
- C Whereas the Service Provider is desirous of providing the services to the Company from **XXXXXXXXXX** as provided in clause 1.1 and the Company is desirous of obtaining such services, subject to the terms and conditions set out in this Agreement.

NOW THEREFORE, the Parties hereby agree as follows:

1. RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER

- 1.1 The Service Provider shall provide TikTok advertising solutions and billing and payment solutions (LKR Billing), 30-Day Credit Period for payments and unlimited number of Ad Accounts, one dedicated TikTok Media Strategist, one dedicated Client Partner, platform Advertising Support, Workshops, Seminars and Customised Training Programs on pre-agreed topics with no additional charges from **XXXXXXXXXXXXXXXXXXXX**. (Deliverables)
- 1.2 In the event the Company exercises its right to terminate this Agreement, and requests a transfer of its data, the Service Provider will provide a CSV export or an equivalent export of the data, subject to the Third-Party Provider’s technical limitations on data export.

- 1.3 The Service Provider shall accommodate any reasonable request by the Company for modifications, adjustments or enhancements to the services made by the Company.
- 1.4 The Service Provider shall not alter, edit or modify any materials (including but not limited to advertising and campaign related material) set up by the Company in any way without prior written approval of the Company.
- 1.5 The Service Provider shall not publish any material in any advertisement that is defamatory, misleading, false or which may offend generally accepted standards or morals or which may tarnish the reputation of the Company;

2. RIGHTS AND OBLIGATIONS OF THE COMPANY

- 2.1 The Company shall inform the Service Provider of its policies and regulations and its policies in relation to the Tik Tok Platform, in advance to the Service Provider and the Company shall take all commercially reasonable measures to ensure that the Company shall comply with such policies and regulations.

3. CHARGES AND PAYMENT TERMS

- 3.1 The ad spend through the Advertising Inventory utilized by the Company will be calculated based on the Order(s) placed. The Company acknowledges and agrees that, as the TikTok Self-Serve Advertising System operates on an auction basis, the price of any Advertising Inventory sold to the Company cannot be fixed or guaranteed.
- 3.2 The Charges invoiced by the Service Provider ("Charges") shall comprise of the cost of Advertising Inventory purchased by the Service Provider, together with;
 - a. Security Contribution Levy (SSCL), (at the then prevailing rate), applied to the total inventory cost.
 - ; and
 - b. Value Added Tax (VAT) (on the then applicable rate), on the total amount of charges invoiced
- 3.3 The Service Provider will issue invoices for payment of the Charges to the Company on a monthly basis before the 10th day of the following month. All invoices will be sent to the Company's designated email address. The Company shall pay each invoice on or before the payment date specified in the invoice, within the agreed 30-day credit period.
- 3.4 The Service Provider may, at its discretion, vary the credit terms or payment terms offered to the Company based on the Company's performance, its monthly Ad spend and its creditworthiness. Any variation to the credit terms or payment terms shall be communicated in writing to the Company.
- 3.5 If the Company fails to make timely payment of the Charges, the Service Provider may, at its discretion, temporarily suspend the Company's Ad Account/s and/or suspend the provision of any assistance or support to the Company under this Agreement, until such time that the Company makes full payment of all due amounts. If the Company fails to make payment of the Charges over a prolonged period of time or continuously delays making payment on consecutive months, the Service Provider may, at its discretion immediately terminate this Agreement on the terms hereunder with notice to the Company. The Company agrees to reimburse the Service provider all expenses incurred by the Company in connection with the collection of amounts remaining unpaid by the Company, including all court costs and legal fees.

- 3.6 All payments of the Charges shall be made by direct bank transfer to the Service Provider's designated bank account as stipulated in the relevant invoice. Payments may also be made by cheque or bank deposit, to the Service Provider's designated bank account. All payments whether directly transferred or made by cheque or bank deposit shall only be deemed to have been duly made, only once the funds for such payments have been credited in full to the Service Provider's designated bank account.
- 3.7 All payments hereunder shall be in Sri Lankan Rupees and shall be debited to the Account of the Service Provider as follows: -
- | | |
|-----------------|---|
| Account Name | : |
| Account Number | : |
| Company Address | : |
| Bank Name | : |
| Bank Address | : |
| Bank SWIFT Code | : |
| Bank Code | : |
| Branch Code | : |
| Account Type | : |
- 3.8 Any additional government taxes that may be imposed and become payable in respect of the monies charged hereunder, shall be charged to the Company when and where they become applicable.
- 3.9 The Company is liable for payment of all Charges invoiced in relation to Orders placed from the Ad Account(s). The Company is responsible for its spending on Advertising Inventory, regardless of whether such spending is managed by the Company or on its behalf by its Agent.
- 3.10 The Company acknowledges that the Service Provider as a reseller of Advertising Inventory, incurs indebtedness to the Third-Party Provider as a result of the Company's use of the Service Provider Credit line to purchase the Advertising Inventory and the Company shall indemnify the Service Provider in respect of all such indebtedness.

4. INDEMNITY

- 4.1 The Company acknowledges that the Service Provider is a reseller of Advertising Inventory and that as such the Service Provider's role is limited to facilitating the Company's access to the Ad Account(s) for the purchase of Advertising Inventory and for making available the use of the Service Provider's credit line to Company's for the purposes of making payment there in accordance with this Agreement and that as such, the Service Provider is not a digital marketing agency, content creator or advertising firm and therefore is not responsible for the Company's Client Ads in any manner nor in any way responsible for any campaign management or the management of any advertising actions, whether planning and/or the execution of purchase of Advertising Inventory.
- 4.2 The Company acknowledges and agrees that the sole responsibility for its client Ads lies with the Company and that the Service Provider is not required to review the Company's client ads for compliance with the provisions of this Agreement, or any third-party platform owner's Policies or guidelines and/or any applicable laws including specifically any online security laws and regulations. The Company shall also be responsible for carrying out all activities related to campaign management and management of advertising actions, including, planning and execution of its Ad campaigns and the purchase of Advertising Inventory and preparation of analysis and reports.
- 4.3 The Company represents and warrants to the Service Provider that it is the sole owner or has all necessary rights and license (whether registered or not) to publish its ads on the third-party provider sites. The foregoing representation includes but is not limited to a

representation and warranty that the Company owns or has secured the necessary rights, permissions, licenses, authorisation and/or releases from the relevant intellectual property owner/s, in relation to any persons, places, music, images and such other intellectual property depicted content in its Ads or ad campaigns. The Company shall provide written proof of such permissions, licenses, authorisation and/or releases at any time when so requested by the Service Provider.

- 4.4 The Company shall indemnify and hold harmless the service provider and its affiliates, and each of their respective officers, directors and employees, from and against any and all expenses, damages and losses of any kind (including reasonable legal fees and costs) incurred, arising out of or in connection with any investigation, claim, action or other proceeding instituted by a third party ("3rd Party Claim") relating to: (a) any actual or alleged breach by Company of any provision of this Agreement, (b) the misappropriation or infringement of any 3rd party Intellectual Property right, right of publicity or privacy or other industrial property or other proprietary right, by the Company; (ii) a claim of libel, or other tort made by a third party; (iii) breach of any form of confidentiality obligation/s by the Company; (iv) false, deceptive or misleading advertising, or unfair trade practices by the Company; or (v) the unauthorised use of any Ad Account(s) by the Company or any person acting with or without the authority of the Company; or (vi) any fault, action or inaction of the Company.
- 4.5 The Service Provider shall indemnify and hold harmless the Company and its Affiliates, and each of their respective officers, directors and employees from and against any and all expenses, damages and losses of any kind (including any third party claims and reasonable legal fees and costs) incurred arising out of or in connection with (a) the breach and/or non-compliance by the Service Provider of any of the duties and obligations of the Service Provider under this Agreement or any agreements or contracts entered into with third parties pursuant to this Agreement by the Service Provider or (b) any wilful and/or negligent action and/or omission by the Service Provider or (c) any violation or alleged violation of any applicable privacy or data protection laws, regulations, including but not limited to the collection, use, disclosure, or processing of personal data by the Service Provider (if applicable) in connection with the services rendered under this Agreement.

5. TERM AND TERMINATION

- 5.1 This Agreement shall be effective from **XXXXXXXXXXXX** ("Effective Date") and shall remain in force until terminated by either Party, upon mutual agreement or by providing prior written notice, as set out in this Agreement.
- 5.2 This Agreement may be terminated by either Party with 30 days prior written notice to the other Party.
- 5.3 Notwithstanding, this Agreement may be terminated forthwith:
- a) By either Party in the event of a substantial breach of the terms of this Agreement by the other party.
 - b) The other Party ceases to do the business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, acquiesces in the appointment of a trustee, receiver or liquidator for it or any substantial part of its assets or properties or executes an agreement to sell all or substantially all of its assets.
 - c) The other party ceases, or threatens to cease, to carry on business or to become unable to pay its debts.

- 5.4 Termination of this Agreement pursuant to the provisions of this clause shall be without prejudice to the accrued rights and liabilities of either party.

6. INTELLECTUAL PROPERTY

- 6.1 Neither Party shall use the other Party's trademarks, trade names, logos, corporate names, commercial names, Internet domain names, other designation or distinctive sign in any material and any other intellectual property of the other Party, without the prior written consent of the other Party

7. ASSIGNMENT AND SUB-CONTRACTING

- 7.1 Neither Party may assign or sub contract rights or obligations under this Agreement without the prior written approval of the other Party.
- 7.2 In the event a Party sub contracts its obligations, it shall not be relieved of responsibility under this Agreement for such portion of its obligations as are sub contracted.

8. FORCE MAJEURE

- 8.1 Excluding any payment obligations hereunder, In the event that any of the Parties under this Agreement are unable to fulfil any of their contractual obligations due to an Act of God, fire, floods, explosions, earthquakes, epidemic, accidents, pandemic, any act of governmental priority allocation regulation, war, strike or any other similar cause beyond the reasonable control of the party responsible for this section, and when such a party would have used its reasonable commercial efforts to mitigate such effects, and when such a party would have precisely notified the other party in writing; compliance will be then excused and due time will be extended because of the delay or un-fulfilment caused by any of the aforesaid events. Regardless of the excuse for Force Majeure, if the Party cannot comply within fifteen (15) days after the event took place, the other Party can call for a termination of Agreement.

9. WARRANTY

- 9.1 Each of the Parties hereto represents and warrants that it has the corporate power and authority to enter into this Agreement and has obtained all necessary licences approvals and consents to enter into this Agreement and discharge the obligations in the manner set out herein.

10. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

- 10.1 This Agreement shall be governed by the laws of the Democratic Socialist Republic of Sri Lanka and the parties agree to submit to the exclusive jurisdiction of Sri Lankan Courts.
- 10.2 Any dispute, controversy or claim arising between the parties from any right, duty, obligation or liability of the parties hereto or any breach or termination thereof or any matter or thing of whatsoever nature arising under this Agreement or in connection therewith shall be in the first instance be discussed between the parties hereto and resolved in a spirit of mutual co-operation.

11. GENERAL

- 11.1 The rights and remedies of either Party against the other for the breach of any conditions and for any obligations undertaken by it shall not be prejudiced or deemed to be waived by reason of any indulgence or forbearance of the former Party.

- 11.2 Nothing in this Agreement shall prevent either Party from availing itself of any remedies provided under the general law in addition to the remedies stipulated in this Agreement.
- 11.3 If any provision of this Agreement should become or be adjudged invalid or unenforceable for any reason whatsoever, such invalidity or unenforceability shall not affect any other part of this Agreement, and all other provisions shall remain valid and in full force and effect.
- 11.4 This Agreement and the annexures hereto contain the entire agreement between the Parties and shall not be varied otherwise than by an instrument in writing of even date herewith or subsequent hereto executed by or on behalf of the Company and the Service Provider.
- 11.5 Any notice or requests required or permitted to be given pursuant to this Agreement shall be sent by registered mail addressed to the following address and will be deemed to have been duly delivered within 05 working days after posting:

In the case of Company to:

Name : Rakitha Gunadasa
Designation : Digital Communications and Social Media Manager
Address : SriLankan Airlines Ltd, Marketing Division, Airline Centre,
Bandaranaike International Airport, Katunayake, Sri Lanka.
Telephone :
E-mail : rakitha.gunadasa@srilankan.com

In the case of Service Provider to:

Name :
Designation :
Address :
Telephone :
E-mail :

- 11.6 Nothing contained in this Agreement shall constitute a partnership between the Parties hereto nor constitute each Party as an agent of the other.

12. CONFIDENTIALITY OF INFORMATION

- 12.1 The Service Provider hereby undertakes that the Service Provider and each of its affiliates, employees, agents or representatives shall not, without limit in point of time, divulge or communicate to any third party any information provided by the Company to the Service Provider to facilitate discussion and meetings between the Parties, any information relating to the marketing plans, strategies, business, creative work, employees, customers, service providers and other affairs of the Company, which may come to the knowledge of the Service Provider in the course of delivering the services contracted out under this Agreement, the terms of this Agreement and any information disclosed by the Company, whether transmitted orally, electronically or in writing to the Service Provider, unless;
- a. such information was already in the possession of the Service Provider prior to entering into this Agreement,
 - b. is public knowledge, and or
 - c. is disclosed pursuant to a requirement imposed by a governmental regulatory authority, an order of court or by operation of law
- 12.2 In the event the Service Provider, any of its employees, agents, or representatives or Staff breaching the obligation set out under Clause 12.1, the Company shall be entitled to forthwith terminate this Agreement.
- 12.3 The terms of Clause 12.1 shall apply notwithstanding the termination of this Agreement.

In witness whereof the parties hereto have caused their authorised representatives to set their hands hereunto and to one other of the same tenor on the date first written above.

FOR AND ON BEHALF OF
SRILANKAN AIRLINES LIMITED

FOR AND ON BEHALF OF
XXXXXXXXXXXXXXXXXX

.....
Name: Saminda Perera
Designation: Head of Marketing

.....
Name:
Designation:

Witness:

Witness:

.....
Name: Rakitha Gunadasa
Designation: Digital Communications
& Social media Manager

.....
Name:
Designation: