



**INVITATION FOR SUBMISSION OF BIDS FOR THE SELECTION OF  
MEDIA BUYING AND PLACEMENT AGENCIES FOR SRILANKAN AIRLINES IN  
SRI LANKA AND OVERSEAS**

**DATE OF ISSUE: 21<sup>st</sup> January 2026**

**REFERENCE NO: ADV/MEDIA BUYING/RFP/01/2025-R1**

**CHAIRMAN OF ENTERPRISE PROCUREMENT COMMITTEE,  
MINISTRY OF PORTS AND CIVIL AVIATION**

**ON BEHALF OF**

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

## **SECTION I: INSTRUCTIONS TO BIDDERS (ITB)**

<b>A: General</b>	
1. Scope of Bid	<p>1.1 SriLankan Airlines invites you to submit a bid for the supply of Media Buying and Placement Services as specified in Section III - Schedule of Requirements. 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> <p>1.2 General Instructions to Bidders are as specified in Section I – (i)</p>
2. Advertising Method	<p>2.1 Newspaper advertisement will be published on widely circulated newspapers (2 weekday and 3 weekend newspapers) and on the official websites of SriLankan Airlines and the Ministry of Ports and Civil Aviation Sri Lanka. Further, all Foreign Embassies and High Commissions will be notified through the Ministry of Foreign Affairs of Sri Lanka.</p>
<b>B: Contents of Bidding Documents</b>	
3. Contents of Bidding Documents	<p>3.1 The documents consist of the Sections indicated below.</p> <ul style="list-style-type: none"><li>• Section I and I (a): Instructions to Bidders</li><li>• Section II: Bidding Data Sheet</li><li>• Section III: Schedule of Requirements</li><li>• Sections IV: Bid Submission Form</li><li>• Section V: Special Conditions of SriLankan Airlines</li><li>• Annexure A : Bid Acknowledgement Form</li><li>• Annexure B : Media buying and placement specification and price format</li><li>• Annexure C : Bid Security Declaration Form</li><li>• Annexure D : Non-collusion Affidavit Form</li><li>• Annexure E : Company's Information Form</li><li>• Annexure F : Clientele Information Form</li><li>• Annexure G : Sample Contract</li></ul>

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"> <li>• Sections IV. Bid Submission Form <b>(Mandatory with the bid submission)</b></li> <li>• Annexure A : Bid Acknowledgement Form</li> <li>• Annexure B : Media buying and placement specification and price format <b>(Mandatory with the bid submission)</b></li> <li>• Annexure C : Bid Security Declaration Form <b>(Mandatory with the bid submission)</b></li> <li>• Annexure D : Non-collusion Affidavit Form <b>(Mandatory with the bid submission)</b></li> <li>• 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)</li> <li>• Annexure F : Clientele Information Form</li> <li>• Annexure G : Reviewed Sample Contract by the Bidder</li> <li>• A valid Letter of Authorization (for agents representing Principals abroad)</li> <li>• A copy of the Business Registration (for agents representing Principals abroad, it is necessary to provide copies of the Business Registration of both parties)</li> <li>• Documentary proof of the arrangement with the Agency (if the Bidder in the case of an agent of the Principal)</li> </ul>
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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. Prices	<p>8.1 Unless stated in Section II – Bidding Data Sheet, all items must be priced separately in the Price Schedule Form.</p> <p>8.2 The price to be quoted in the Bid Submission Form shall be the unit price of the Bid.</p> <p>8.3 This tender is on zero-based commission and shall be fixed during the contract and period specified in ITB clause 11.1 and not subject to variation on any account. A Bid submitted with a commission rate shall be treated as non-responsive and will be rejected.</p> <p>8.4 The negotiated unit prices from specified local media channels for a validity period of 12 months and will be used for evaluation purposes only (please refer Annexure B for the specified media channels and requirements)</p>
9. Currency	<p>9.1 The bidder shall quote in Sri Lankan rupees (LKR) for all local (Sri Lankan) media buying and placement</p> <p>9.2 The bidder shall quote in the currency of the relevant foreign country, as well as the equivalent value in Sri Lankan rupees (LKR), for all international media buying and placement. The conversions shall be carried out using the selling rate established by the Central Bank of Sri Lanka on the date of Bid opening.</p>
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: Media buying and placement specification 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. <b>(Mandatory)</b>
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.
<b>D: Payment terms</b>	
14. Payment terms	14.1 Within 45 days credit from the date of receipt of invoice by SriLankan Airlines

<b>E: Submission and Opening of Bid</b>	
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:</p> <p><b>“Submission of Bids for The Selection of Media Buying and Placement Agencies for SriLankan Airlines in Sri Lanka and Overseas. (ADV/MEDIA BUYING/RFP/01/2025-R1)”</b></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	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.
17. Late Bid	17.1 SriLankan Airlines shall reject any Bid that arrives after the deadline for submission of Bids in accordance with ITB Clause 15.1 above.
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>
<b>F: Evaluation and Comparison of Bid</b>	
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 or email address(s) 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>

21. Evaluation of Bid	<p>21.1 Bids of the Bidders who fulfill the following qualification requirements, and submit <b>documentary proof</b> thereof, will only be eligible for the evaluation process.</p> <p><b>Evaluation: Qualification requirements</b></p> <ol style="list-style-type: none"> <li>1. The agency must operate on a zero-based commission. If the proposal includes commission rates, the agency shall be considered ineligible for the evaluation process</li> <li>2. Should ideally possess at least 5 years of overall successful experience related to the scope of work defined in Section III-Schedule of Requirements,</li> <li>3. Should possess 2 years of valid Media Buying and placement experience with an International Airline of repute.</li> <li>4. Experience of having operated globally and /or internationally either by itself or in active collaboration with international Media Buying and placement agencies is essential. Companies not having international experience will need to demonstrate availability of effective international linkages and institutional capacity to operate internationally and /or globally.</li> <li>5. Should have a recognized global network, with offices in key destinations that SriLankan Airlines flies to.</li> <li>6. Should possess knowledge in handling Media Buying and placement and planning for Travel and Leisure sector.</li> <li>7. Capability in handling Airport Advertising and Branding, both locally and internationally</li> <li>8. Strong connection with tier 1 Media businesses and demonstrate strategies at reaching target audience.</li> <li>9. Ability and expertise to advertise on digital and social media platforms globally <ul style="list-style-type: none"> <li>• Google</li> <li>• Meta</li> <li>• TikTok</li> <li>• X</li> <li>• LinkedIn</li> <li>• Other</li> </ul> </li> </ol> <p>SriLankan Airlines will shortlist the agencies following the evaluation of qualification requirements and the financial assessment.</p>
ADV/MEDIA BUYING/RFP/01/2025-R1	6

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.
<b>G: Award of Contract</b>	
23. Acceptance of the Bid	23.1 SriLankan Airlines will accept and award the Bid of the Bidders whose offer is not necessarily the lowest evaluated Bid and is substantially responsive to the documents issued.
24. Notification of acceptance	<p>24.1 SriLankan Airlines will notify the successful Bidder(s), 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 Bidders 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 multiple agencies for Media Buying and Placement Services in Sri Lanka and overseas.

###### **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 forgoing shall not allow the bidder to deviate from performing the Scope of Services if successful.

### **C. 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 assume 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 purpose 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)**

<b>ITB Clause Reference</b>	<b>Instructions</b>
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><b>E-mail address:</b>  <a href="mailto:dimuthu.ranasinghe@srilankan.com">dimuthu.ranasinghe@srilankan.com</a> and <a href="mailto:keshala.fernandez@srilankan.com">keshala.fernandez@srilankan.com</a></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><b>Attention:</b> Head of Marketing</p> <p><b>Address:</b> 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 <b>ADV/MEDIA BUYING/RFP/01/2025-R1</b> 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: <a href="mailto:uladvtendermedia@srilankan.com">uladvtendermedia@srilankan.com</a></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><b>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.</b></p> <p>The deadline for submission of Bids:</p> <p><b>On or before Tuesday, 03<sup>rd</sup> March 2026, 1100 hrs. Sri Lankan Time (GMT +5:30)</b></p>

15.3	The name of the RFP: <b>"Submission of Bids for The Selection of Media Buying and Placement Agencies for SriLankan Airlines in Sri Lanka and Overseas. (ADV/MEDIA BUYING/RFP/01/2025-R1)"</b>
16.1	Opening of the Bids: <b>On Tuesday, 03<sup>rd</sup> March 2026, 11.30 hours Sri Lankan Time (GMT +5:30)</b>
18.1	To participate in the Bid opening:  <b>Attention:</b> Head of Marketing <b>Address:</b> SriLankan Airlines, Marketing Division, Airline Centre, Bandaranaike International Airport, Katunayake, Sri Lanka.  E-mail: <a href="mailto:dimuthu.ranasinghe@srilankan.com">dimuthu.ranasinghe@srilankan.com</a> and <a href="mailto:keshala.fernandez@srilankan.com">keshala.fernandez@srilankan.com</a>  <b>Details (Name, NIC/Passport Reference, Vehicle Number) should be provided two days in advance to arrange security clearance</b>

### **SECTION III: SCHEDULE OF REQUIREMENTS**

SriLankan Airlines seeks agencies which specializes in Media Buying and placement in Sri Lanka and overseas to provide services specified hereunder, as more fully described in the Specimen "Media Buying and Placement Agreement" (Please refer Annexure – G).

In the course of carrying out the above the agencies shall

1	Contract and work with media organizations on behalf of SriLankan Airlines only after receiving the written approval from SriLankan Airlines.
2	Place material and media publications or placements only after receiving the written approval from SriLankan Airlines.
3	Collect all advertising material from the source points as directed and authorized by SriLankan Airlines at its own cost and without delay.
4	Deliver or forward all advertising material as directed and authorized by SriLankan Airlines to the specified media organizations (i.e. Radio stations, TV channels, Newspapers, Magazines, digital advertising providers etc.) at its own cost without delay.
5	Be responsible for ensuring that the content of any media placement will comply with all applicable laws concerning media publicity in Sri Lanka and in the relevant overseas market and ensure that all material comply with social, cultural and political sensitivities of the locality in which the media content is being published or released and keep SriLankan Airlines informed of same.
6	Be responsible for obtaining all media buying and placements and clearances and authorizations from all necessary authorities from time to time for advertising material provided by SriLankan Airlines. Obtain approval for the advertising material irrespective of the locality of publishing from the necessary sources and authorities as applicable.
7	Ensure that all intellectual property rights attaching to any work done for SriLankan Airlines shall accrue to the benefit of SriLankan Airlines.
8	Take reasonable care to safeguard SriLankan Airline's property (i.e. images, logos, artwork, audio, video, visual standard guide etc.) which has been entrusted to the care and control of the Agency.
9	Ensure that all work implemented by the Agency is within the parameters of the general approval and budgetary limitations set out in the approval.
10	Not disclose any confidential information pertaining to SriLankan Airlines to any third party during or after the term of its appointment other than for the due performance of its duties specified.
11	Incur all communication costs, including but not limited to dispatch of material to media organizations, fax, telephone calls, etc., related to the discharge of its duties.
12	Endeavor to obtain discounts from third party suppliers wherever possible
13	Pass on to SriLankan Airlines any special rates, frequency discounts or similar benefits which it obtains from media organizations.
14	Prepare estimates for all services and submit same for approval within the time frame stipulated by SriLankan Airlines.
15	Invoice SriLankan Airlines for the agreed fees with all necessary supporting documents and data as requested by SriLankan Airlines.
16	Not without the prior approval from SriLankan Airlines act for any client who carries on the business of an international commercial airline during the term of this Agreement
17	Not disclose or divulge to any third party any information relating to media buying, placement or advertising done or to be done for SriLankan Airlines or to the business and affairs of SriLankan Airline during the period of time.
18	Should be able to provide seamless services 365 days of the year

19	Monitor competitor airline marketing activities and prepare, free of charge, quarterly reports which shall inter alia summarize such activities, and business trends of the industry
20	Monitor and share market insights in relation to pre and post marketing/communication campaigns of SriLankan Airlines
21	Submit a comprehensive presentation of the past work carried out by the agency bi- annually
22	Evaluate, verify and recommend any media plans the airline receives from any other party (collaborations but not limited to)
23	The full service team (the composition of the team) allocated to handle SriLankan Airlines related requirements must be maintained throughout the period of the agreement. If any change is made to the team, the Agency shall inform SriLankan Airlines of such changes in writing.
24	Carryout digital and social media planning and strategy and digital media buying and placement for the Company. Design, execute and manage comprehensive digital advertising and social media campaigns that will drive the required results and deliver a measurable return on investment. To create top of mind awareness and or increase recall rate of the Company's Brand, in keeping true to its brand promise through digital media platforms

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 Media Buying Agencies based on this RFP, nothing in that Agreement shall prevent SriLankan Airlines from utilizing its own in-house capabilities or any other Agency for any part of the work/services contemplated in such Agreement.
2	In the event SriLankan Airlines requests cancellation of any job already assigned to the Agencies or to an approved third party or revokes any approval given to the Agencies for a particular job, any cancellation or other charges incurred by such cancellation shall be the responsibility of SriLankan Airlines and should be invoiced accordingly, same with respect to late alterations or cancellations caused by the Agencies act or omission for which SriLankan Airlines should not be liable.
3	Once the Agreement is awarded to the selected Media Buying Agencies based on this RFP, SriLankan Airlines shall grant the selected Agencies a non-exclusive, non-transferable and revocable license and right to use the images, text and videos, trademark and service mark of SriLankan Airlines to advertise, place and promote SriLankan Airlines Limited, subject to and in accordance with the terms of the Agreement
4	SriLankan Airlines shall settle the invoices within 45 days of the receipt of all invoices.
5	SriLankan Airlines shall make payment in Sri Lankan Rupees (LKR) for local media buying and placement.
6	If the Agencies invoices SriLankan Airlines for Media buying and placement in overseas markets in its applicable foreign currency, SriLankan Airlines shall convert the invoices amount using monthly exchange rates issued by the Central Bank of Sri Lanka at the time of making the payment and settle such invoices in Sri Lankan Rupees .

**THIS IS A COMPULSORY FORM. IF THIS FORM IS NOT FILLED AND SUBMITED, 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 supply of media buying and placement services in Sri Lanka and overseas
- (c) The unit price of our bid is excluding VAT and are submitted for evaluation purposes only. In line with the zero-based commission requirement, no commission rates are applicable for the contract period, as stipulated in Annexure B – Media Buying and Placement Specification and Price Format.
- (d) Our Bid shall be valid for the time specified in ITB 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 bidders, subsequent to the successful bidders 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 Agencies Agreement.
5. The Bidder shall make available the stipulated services for a period of three (03) years. All payments will be made Nett of taxes, in LKR when done in Sri Lanka and overseas.
6. 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.
7. 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 : 45 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 to the following email addresses  
E-mail: [dimuthu.ranasinghe@srilankan.com](mailto:dimuthu.ranasinghe@srilankan.com) and [keshala.fernandez@srilankan.com](mailto:keshala.fernandez@srilankan.com)

Invitation for Submission of Bids for **the supply of media buying and placement services- reference no: ADV/MEDIA BUYING/RFP/01/2025-R1** is hereby acknowledged.

May expect to receive our proposal on or before

.....

.....

We do not intend to submit a proposal because

.....

.....

Item	Details
Name of Bidder	[Insert Full Legal Name]
Address	[Insert Mailing Address]
Contact Person	[Insert Name and Designation]
Telephone Number	[Insert Phone Number]
Email Address	[Insert Email Address]

We understand that by acknowledging receipt, we will be informed of any amendments, clarifications, or addenda issued by the Procurement Entity.

Signed: .....

Designation : .....

Company : .....

Date : .....

*Note: SriLankan Airlines will not be responsible for sharing any amendments, clarifications, or addenda issued later with regard to the tender with those bidders who have not submitted this form.*

Date : .....

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

**ANNEXURE B – Media Buying Specification and Price Format**

Name of the Bidder : .....

Schedule I

The following Media channels shall be used and the specific media usage and media channel shall be agreed to in writing between the Client and the Agency as and when required by the Client.

Media: Radio, TV, Press, Magazines, Cinema and outdoor

***Rates to be acquired for the above mediums during the period of 01<sup>st</sup> February 2026- 28<sup>th</sup> February 2026***

***These unit prices are used for evaluation purposes only.***

1. Local Media Channels rates structure – Radio

<b>Medium</b>	<b>Channel</b>	<b>Programme</b>	<b>Validity</b>	<b>Rates (LKR)</b>	<b>Benefits</b>
<b>Radio</b>	Sun FM	Morning Show	12 months		
		Evening Show	12 months		
	Gold FM	Morning Show	12 months		
		Evening Show	12 months		
	TNL / Lite	Morning Show	12 months		
		Evening Show	12 months		
	Yes FM	Morning show	12 months		
		Evening Show	12 months		
	Fox FM	Morning Show	12 months		
		Evening Show	12 months		
	Legend FM	Morning Show	12 months		
		Evening Show	12 months		
	Kiss/Real FM	Evening Show	12 months		
		Evening Show	12 months		
	E FM	Evening Show	12 months		
		Evening Show	12 months		
	Siyatha FM	Morning Show	12 months		
		Evening Show	12 months		
	Hiru FM	Morning Show	12 months		
		Evening Show	12 months		
	Sirasa FM	Morning Show	12 months		
		Evening Show	12 months		
	Sooriyan FM	Morning Show	12 months		
		Evening Show	12 months		
	Shakthi FM	Morning Show	12 months		
		Evening Show	12 months		
	Derana FM	Morning Show	12 months		
		Evening Show	12 months		

Shree FM	Morning Show	12 months		
	Evening Show	12 months		
Shaa FM	Morning Show	12 months		
	Evening Show	12 months		
Y FM	Morning Show	12 months		
	Evening Show	12 months		
Neth FM	Morning Show	12 months		
	Evening Show	12 months		
Vasantham FM	Morning Show	12 months		
	Evening Show	12 months		
Rhythm FM	Morning Show	12 months		
	Evening Show	12 months		
TNL Lite	Morning Show	12 months		
	Evening Show	12 months		
Lak FM	Morning Show	12 months		
	Evening Show	12 months		
Capital FM	Morning Show	12 months		
	Evening Show	12 months		
Supreme FM	Morning Show	12 months		
	Evening Show	12 months		

## 2. Local Media Channels rates structure – Press

Medium	Publication	Placement	Validity	Rates (LKR)	Benefits
Press	Sunday Times	Full page	12 months		
		Quarter page	12 months		
		Strip Advert (10 x 10 col.cm)	12 months		
	Sunday Observer	Full page	12 months		
		Quarter page	12 months		
		Strip Advert (10 x 10 col.cm)	12 months		
	Sunday Island	Full page	12 months		
		Quarter page	12 months		
		Strip Advert (10 x 10 col.cm)	12 months		
	Sunday Ceylon Today	Full page	12 months		
		Quarter page	12 months		
		Strip Advert (10 x 10 col.cm)	12 months		
	Daily Mirror	Full page	12 months		
		Quarter page	12 months		
		Strip Advert (10 x 10 col.cm)	12 months		
	Daily FT	Full page	12 months		
		Quarter page	12 months		
		Strip Advert (10 x 10 col.cm)	12 months		
	Daily News	Full page	12 months		
		Quarter page	12 months		
		Strip Advert (10 x 10 col.cm)	12 months		
	Daily Island	Full page	12 months		
		Quarter page	12 months		
		Strip Advert (10 x 10 col.cm)	12 months		
	Deshaya	Full page	12 months		
		Quarter page	12 months		

		Strip Advert (10 x 10 col.cm)	12 months		
Sunday Aruna	Full page	12 months			
	Quarter page	12 months			
	Strip Advert (10 x 10 col.cm)	12 months			
Sunday Morning	Full page	12 months			
	Quarter page	12 months			
	Strip Advert (10 x 10 col.cm)	12 months			
Sunday Mawbima	Full page	12 months			
	Quarter page	12 months			
	Strip Advert (10 x 10 col.cm)	12 months			
Sunday Lankadeepa	Full page	12 months			
	Quarter page	12 months			
	Strip Advert (10 x 10 col.cm)	12 months			
Sunday Aruna	Full page	12 months			
	Quarter page	12 months			
	Strip Advert (10 x 10 col.cm)	12 months			
Sunday Divaina	Full page	12 months			
	Quarter page	12 months			
	Strip Advert (10 x 10 col.cm)	12 months			
Sunday Mawbima	Full page	12 months			
	Quarter page	12 months			
	Strip Advert (10 x 10 col.cm)	12 months			
The Morning	Full page	12 months			
	Quarter page	12 months			
	Strip Advert (10 x 10 col.cm)	12 months			
Daily Lankadeepa	Full page	12 months			
	Quarter page	12 months			
	Strip Advert (10 x 10 col.cm)	12 months			
Daily Mawbima	Full page	12 months			
	Quarter page	12 months			
	Strip Advert (10 x 10 col.cm)	12 months			
Daily Divaina	Full page	12 months			
	Quarter page	12 months			
	Strip Advert (10 x 10 col.cm)	12 months			
Ada	Full page	12 months			
	Quarter page	12 months			
	Strip Advert (10 x 10 col.cm)	12 months			
Dinamina	Full page	12 months			
	Quarter page	12 months			
	Strip Advert (10 x 10 col.cm)	12 months			
Silumina	Full page	12 months			
	Quarter page	12 months			
	Strip Advert (10 x 10 col.cm)	12 months			
Aruna	Full page	12 months			
	Quarter page	12 months			
	Strip Advert (10 x 10 col.cm)	12 months			
Daily Virakesari	Full page	12 months			
	Quarter page	12 months			
	Strip Advert (10 x 10 col.cm)	12 months			
Daily Thinakkural	Full page	12 months			
	Quarter page	12 months			
	Strip Advert (10 x 10 col.cm)	12 months			
Sunday Virakesari	Full page	12 months			
	Quarter page	12 months			
	Strip Advert (10 x 10 col.cm)	12 months			

Sunday Thinakkural	Full page	12 months		
	Quarter page	12 months		
	Strip Advert (10 x 10 col.cm)	12 months		
Daily Ceylon Today	Full page	12 months		
	Quarter page	12 months		
	Strip Advert (10 x 10 col.cm)	12 months		
Uthayan	Full page	12 months		
	Quarter page	12 months		
	Strip Advert (10 x 10 col.cm)	12 months		
Sunday Uthayan	Full page	12 months		
	Quarter page	12 months		
	Strip Advert (10 x 10 col.cm)	12 months		
Sunday Thinakaran	Full page	12 months		
	Quarter page	12 months		
	Strip Advert (10 x 10 col.cm)	12 months		

### 3. Local Media Channels rates structure - Television

Medium	Channel	Spot Duration	Validity	Rate	Benefits
TV	ITN	30 seconds	12 months		
		45 seconds	12 months		
	Swarnavahini	30 seconds	12 months		
		45 seconds	12 months		
	Hiru	30 seconds	12 months		
		45 seconds	12 months		
	Sirasa	30 seconds	12 months		
		45 seconds	12 months		
	Rupavahini	30 seconds	12 months		
		45 seconds	12 months		
	TV Derana	30 seconds	12 months		
		45 seconds	12 months		
	TNL	30 seconds	12 months		
		45 seconds	12 months		
	Dialog TV	30 seconds	12 months		
		45 seconds	12 months		
	Shakthi TV	30 seconds	12 months		
		45 seconds	12 months		
	Vasantham TV	30 seconds	12 months		
		45 seconds	12 months		
	Siyatha TV	30 seconds	12 months		
		45 seconds	12 months		

4. Local Media Channels rates structure - Magazines

Medium	Channel	Placement	Validity	Rate	Benefits
Magazines	LMD	Full Page	12 Months		
	CEO	Full Page	12 Months		
	Business Today	Full Page	12 Months		
	Hi Magazine	Full page	12 Months		
	Pulse Magazine	Full page	12 Months		
	Echelon	Full page	12 Months		
	Living	Full page	12 Months		

5. Creative agency commission (CAG) : .....%

**This tender is on a zero-based commission. Any bid that includes commission rates on media buying and placement will be disqualified and will not be eligible for 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 ITB"), 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 ITB.
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 & SUBMIT THIS FORM  
YOUR BID SHALL BE REJECTED**

**Non-collusion Declaration**

**ANNEXURE D: NON-COLLUSION AFFIDAVIT FORM**

I, the undersigned bidder/ bidder's representative/ bidder's agent, honestly, truthfully and solemnly declare that.

- (a) I, nor any other member, agent or representative of the firm/ company/ corporation/partnership/ sole proprietorship that I represent, have entered into any combination, collusion or similar agreement with any person in connection with the prices to be submitted by any person with respect to the invitation for bid;
- (b) I, nor any person who represents me have acted to prevent any person from submitting a bid or to induce any person to refrain from submitting a bid in connection with the intention for bid (Bid No. ....);
- (c) This bid is not submitted in collusion with any other bid and is not made pursuant to any agreement, understanding or association with any other person in relation to such bid.

I declare that I have not received and will not accept any discount, fee, reward, commission or anything of value, directly or indirectly, from any person, company or corporation in connection with the submission of this bid.

I further declare that I have not given and will not give any discount, fee, reward, commission or anything of value, directly or indirectly, to any person, company or corporation in connection with the submission of this bid.

I, taking full responsibility for ensuring the absence of collusion, hereby pledge to abide by fair and ethical competitive practices throughout the entire procurement process and to fully comply with the relevant Procurement Guidelines issued by the National Procurement Commission.

I hereby declare that all the statements made by me above are true and correct.

.....

Signature of the Declarant

**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**

<b>Section A – <i>Basic information of the Company</i></b>	
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. Organization 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)
<b>Section B – Details of Directors, Shareholders and related parties</b>
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**

✓ 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

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

b) International

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

## ANNEXURE G– SAMPLE CONTRACT

### **AGREEMENT FOR MEDIA BUYING AND PLACEMENT SERVICES IN SRI LANKA AND OVERSEAS**

**BY AND BETWEEN**

**SRILANKAN AIRLINES LIMITED AND XXX**

**ADV/CON/01/2025-R1**

This Agreement is made and entered into in Katunayake, on xxx by and between xxx

**SriLankan Airlines Limited**, a company incorporated in the Democratic Socialist Republic of Sri Lanka bearing company registration number PB 67 and having its registered office at Airline Centre, Bandaranaike International Airport, Katunayake, Sri Lanka in the said Republic of Sri Lanka, (hereinafter called and referred to as "the Client" which term or expression shall where the contexts requires or so admits, mean and include the said SriLankan Airlines Limited, its successors, assignees and representatives) of the One Part and,

**xxx** is a company incorporated in Sri Lanka bearing company registration number xxx and having its registered office at xxx and carrying on business as a media buying agency (hereinafter called and referred to as "the Agency" which term or expression shall where the context so requires or admits, mean and include the said, xxx (Private) Limited its successors, assignees and representatives) of the Other Part.

WHEREAS the Client is a commercial international airline and the National Carrier of Sri Lanka and is desirous of appointing media buying agencies to provide the services of media buying and placement;

**Whereas** the Agency carries on the business of media buying and placement and has the competence and capability to act as the media buying and placement agency for the Client in Sri Lanka and overseas;

**And whereas** the Client is desirous of appointing the Agency to carry out its media buying and placement in Sri Lanka and overseas (hereinafter referred to as the "Services").

**NOW THIS AGREEMENT THEREFORE WITNESSETH** that in consideration of each Party hereto doing, observing and performing the respective terms, conditions, obligations, stipulations and covenants contained herein to be done observed and performed by such party, the parties hereto have agreed as follows.

#### **1. AGENCY APPOINTMENT**

1.1 Subject to the terms and conditions hereinafter contained, the Client hereby appoints and the Agency hereby accepts the appointment as the Client's Agency for providing the "Services" in Sri Lanka and overseas. This appointment will be valid for a period of [03] years commencing from xxx to xxx unless otherwise terminated pursuant to Clause 10 hereof and may be renewed for further one (01) year term(s) provided that the same is notified and agreed in writing at least 30 days prior to the expiry of any one (01) year term.

## **2. DUTIES AND OBLIGATIONS OF THE AGENCY**

- 2.1. The Agency shall carry out inter alia the Services with a view to strengthening and building the Client's brand and improving the Client's public image in Sri Lanka and overseas.
- 2.2. In the course of discharging its duties and obligations under Clause 2.1 above, the Agency shall ensure that it shall:
  - A. place material or effect media publications or placements only after receiving the written approval of the Client for such activity. Where Client does not confirm whether it approves or rejects the materials within a period of 5 Business Days ("Business Day" hereinafter means any day other than a Saturday, Sunday or a bank or public holiday in Agency's principal place of business), or where it starts using any materials, such items will be deemed approved by Client with immediate effect.
  - B.
    - (i) All advertisements pertaining to procurement activities, public notices, registration of suppliers and job vacancies shall be placed only on the publications of the Associated Newspapers of Ceylon Limited.
    - (ii) 25% of any other media placements not falling into the category of B (i) above shall be placed with state electronic and print media institutions such as Associated Newspapers of Ceylon Limited, Sri Lanka Broadcasting Corporation, Sri Lanka Rupavahini Corporation, and Independent Television Network (ITN).
  - C. collect all creatives and final artworks from the source points as directed and authorized by the Client from time to time at its own cost without delay.
  - D. forward all creatives and artwork as directed and authorized by the Client to the publication houses and wherever necessary for publication purposes at its own cost without delay.
  - E. be responsible for ensuring that the content of any media placement will comply with all applicable laws and regulatory requirements concerning media publicity in Sri Lanka and/or in the respective overseas market and for compliance with social, cultural and political sensitivities of the locality in which the media release is being published or released and keep the Client informed of same.
  - F. ensure that all intellectual property rights attached to any work done for the Client pursuant to this Agreement shall accrue to the benefit of the Client (Obtain approved content of advertising material irrespective of the locality of publishing).
  - G. take reasonable care to safeguard the Client's property which has been entrusted to the care, custody and control of the Agency. An inventory of such properties shall be made and recorded by the Client and Agency from time to time.
  - H. engage any third parties for any work to be performed hereunder, only with the prior written approval of the Client. In the event the Agency enters into any agreement with a third party, the Agency shall share such agreement with the Client for the information of the Client.
  - I. Agency shall evaluate, verify and recommend any media plans the Client receives from any other party (collaborations but not limited to)
  - J. ensure that all work implemented by the Agency is within the parameters of the general approval and budgetary limitations specified by the Client.
  - K. not either during the term of this Agreement or after its expiry disclose to any third-party

confidential information pertaining to the business or affairs of the Client for purposes other than for the due performance of its duties under this Agreement, disclosure to a court of competent jurisdiction or any governmental agency or unless duly authorized by the Client. Provided that the Agency shall not be in violation of this clause, if such confidential information becomes publicly known through no wrongful of the Agency. The Agency shall implement rigorous security measures against unauthorised copying, use, disclosure, access, damage or destruction of the Client's confidential information and shall immediately notify the Client if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form.

- L. bear all communication costs, including but not limited to dispatch of material to media, fax, telephone calls, etc., related to the discharge of its duties under this Agreement, except as may be otherwise specified herein provided such costs shall not exceed Rs.10,000 per month, in which event the Client will reimburse the Agency for such excess costs.
- M. In the case of international media buying and placements, the relevant courier charges for material sent overseas, should be reimbursed on actuals, by the Client to the Agency and the agency is to provide the Client with the proof of such cost incurred.
- N. In the case of international money transfer payments to third parties, Client shall bear all related bank charges.
- O. endeavour to obtain discounts from third party suppliers wherever possible.
- P. discharge all its obligations under this Agreement with due care, diligence and in a timely and professional manner in accordance with best international standards and practices applicable to the industry in the provision of the Services.
- Q. Should be able to provide seamless services 365 days of the year.
- R. Client may request Agency to cancel or amend any plans, schedules or work in progress forming part of the Services. On Client giving atleast 15 days advance prior request, Agency will use reasonable efforts to comply with any such request provided that Agency is able to do so within its contractual obligations to third parties.

#### 2.3. The Agency shall represent and warrant that:

- A. it has and shall maintain the required personnel possessing the relevant skills, expertise and capabilities to provide the Services throughout the period of this Agreement, whose services will be used in discharging its obligations under this Agreement.
- B. the full service team (the composition of the team) allocated to handle the Client related requirements must be maintained throughout the period of this agreement. If there is a change to the team, the Agency shall inform the Client of such changes in writing.
- C. it is not subject to any investigation or disciplinary action by any regulatory authority.

#### 2.4. Client warrants that:

- A. Client Materials, and all information supplied to Agency by or on behalf of the Client in relation to Client's products and services before and during the Term will be true, accurate, complete, up-to-date and not misleading; and
- B. Client Materials, Data comply with applicable law, regulations, guidelines or codes of practice and shall not infringe the Intellectual Property Rights of any other person.
- C. it is the owner of or has the right to license Client Materials, Data and all or any of the Intellectual Property Rights in and to Client Materials.

D. Client shall ensure that any Client Materials, Data and all information supplied to the Agency do not contain any content that is in violation with any applicable laws.

2.5. The Agency and the Client each represents and warrants that:

- A. it has the power to enter into and perform the obligations under this Agreement.
- B. it is not nor will it by executing this Agreement be in breach or default under any other existing agreements binding on it or to which it is subject.
- C. it owns or has the right to use and shall at all relevant times own or have the right to use all intellectual property rights necessary to perform services under this Agreement and will not infringe or cause the other Party to infringe any person's intellectual property rights in supplying or receiving services under this Agreement.
- D. It is not subject to any investigation or disciplinary action by any regulatory authority.

### **3. INTELLECTUAL PROPERTY LICENCING**

- 3.1 The Client grants the Agency a non-exclusive, non-transferable and revocable license and right only to use the images, artworks, audio, videos and text, trademark and service mark of the Client to the extent reasonably necessary to the Agency to advertise, place and promote the Client subject to and in accordance with the terms of this Agreement.
- 3.2 The Client does not grant the Agency any other right, title or interest in any of its designs, labels, know-how, trade names, trademarks, service marks, logos and other distinctive brand features or business identifiers, logo, copyright or any other intellectual property rights of the Client except as expressly mentioned in this Agreement.
- 3.3 The Agent shall comply with any and all instructions issued by the Client in relation to the display of any designs, labels, know-how, trade names, trademarks, service marks, logos and other distinctive brand features or business identifiers, logo, copyright or any other intellectual property rights.
- 3.4 Upon expiry or earlier termination of this Agreement, the Agent shall immediately cease and desist for all times from any use of or reference to the Client's intellectual property rights and shall return to the Client copies or materials containing such intellectual property.

### **4. RIGHTS AND DUTIES OF THE CLIENT**

- 4.1 Nothing in this Agreement shall preclude the Client from utilizing its own in-house capabilities for any part of the work/services contemplated in this Agreement. However, client shall be solely responsible for any work/services that have been done using such in-house capabilities.
- 4.2 In the event the Client requests cancellation of any job already assigned to the Agency or to an approved third party engaged by the Agency or revokes any approval given to the Agency for a particular job, any cancellation or other charges incurred by such cancellation shall be the responsibility of the Client and shall be invoiced as provided under Clause 5, save with respect to late alterations or cancellations caused by the Agency's act or omission for which Client shall not be liable.
- 4.3 Where a media owner levies late charges against Agency and such charges do not result from the act or omission of Agency, Client shall reimburse the amount of such late charges to Agency upon satisfactory proof of having borne such charges.

## **5. FEES, CHARGES, INVOICING AND PAYMENT**

5.1 In lieu of the Services provided to the Client in terms of this Agreement, this agreement operates on a zero based commission . The Agency will, wherever possible, pass on to the Client any special rates, frequency discounts or similar benefits which it obtains from media groups.

5.2 The Agency shall prepare estimates for the Services to be provided hereunder and submit the same for approval by the Client as follows:

- A. for all costs to be incurred for work by Agency, the Agency will submit an estimate of costs of preparing that work prior to the commencement of such work.
- B. where applicable, all invoices shall carry a breakdown of the detailed costs involved and shall give supporting documents including third party invoices along with the estimate approved by client to proceed with the job.

5.3 A creative agency commission (CAG) of xx % to be paid on behalf of the Client to the respective Creative Agencies on approval and verification of CAG (Creative Agency Commission) statement by Client.

5.4 The Agency shall invoice the Client for the fees as set out in Clause 5.1 with all necessary supporting documents and data where applicable.

5.5 The Client shall be required to settle the invoice raised by the Agency within 45 days of the receipt of such invoice. If any amount of the invoice is disputed, the Client shall settle the undisputed amount within 45 days of the receipt of invoice and settle the undisputed portion as required above and pay the amount agreed to be paid in respect of disputed portion, within 21 days of the settlement of the dispute.

5.6 All payments hereunder shall be in Sri Lankan Rupees and shall be debited to the Account of the Agency as follows:-

Bank Name	:
Account Number (LKR)	:
Bank Address	:
Branch	:
Swift Code	:
Bank & Branch Code	:

5.7 VAT and all other incidental taxes excluding income taxes (excluding corporate/business taxes if any), duties, levies and charges will be charged extra as applicable and will be borne by the Client.

5.8 Where advance payments are and required to be paid by the Agency to any media vendors, the Agency shall make the advance payment and issue the invoice to the Client once the estimate is approved. The client shall make the required payment within 45 days of the receipt of such invoice.

## **6. EXCLUSIVITY**

6.1 The Agency shall not without the prior written approval of the Client act for any other airline or an organization who is engaged in the business of passenger and cargo air transportation during the term of this Agreement.

6.2 The Agency shall not disclose or divulge to any third party any information whatsoever relating to the Services or the business and affairs of the Client during the period of this Agreement or after its

termination.

## **7. OTHER ASSIGNMENTS**

7.1 In respect of any work, other than that specified in Clause 2 hereof, being carried out by the Agency for the Client, the nature of the service to be rendered or the work to be done and the fees that shall be payable in respect thereof shall be as agreed upon in writing by the parties hereto prior to the commencement of the work by the Agency.

## **8. SUB CONTRACTING**

8.1 Except as permitted elsewhere in this Agreement the Agency shall not sub contract, assign, transfer its rights, duties and obligations under this Agreement to any other party unless written permission is obtained from the Client.

## **9. CONFIDENTIALITY**

9.1 Either Party may disclose (the "Disclosing Party") or deliver to the other Party (the "Receiving Party") certain information that is non-public, confidential, commercially sensitive or proprietary. The Receiving Party shall hold Disclosing Party's Confidential Information in strict confidence as more particularly set out hereinafter.

9.2 For purposes of this Agreement, "Confidential Information" shall mean and include all information and materials including this Agreement, in any form or medium, being disclosed or observed including proprietary business practice information (including media plans and media rates), media strategies, Media Costs and or media prices invoiced by Agency to Client, any information as to service charge charged to the Client, trade secrets, financial information, business records, strategies of either Party or any other information exchanged between the Parties, whether so classified or not. Both Parties agree that if a Party breaches any of its obligations of confidentiality, the other Party may be irreparably harmed and in addition to all other remedies which such Party may have, it may be entitled to seek immediate injunctive reliefs to enforce an obligation under this Agreement. Confidential Information will not include information which:

- A. is or becomes a part of the public domain through no act or omission of the Receiving Party;
- B. was in the Receiving Party's lawful possession prior to the disclosure and had not been obtained by the Receiving Party either directly or indirectly from the Disclosing Party;
- C. is lawfully disclosed to the Receiving Party by a third party without restriction on disclosure;
- D. is independently developed by the Receiving Party; or
- E. is required to be disclosed by applicable law.

9.3 Each Party agrees that during the term of this Agreement it will:

- A. only disclose Confidential Information to its employees, officers, directors, agents and contractors (collectively "Representatives") on a need to know basis, provided, the Receiving Party ensures that such Representatives are aware of and comply with the obligations of confidentiality prior to such disclosure;
- B. not disclose any Confidential Information to any third party without the prior written consent of the Disclosing Party
- C. not use Confidential Information for its own benefit or that of any third party.

9.4 Client acknowledges and agrees that any identifiable and /or original ideas or concepts invented or

developed by Agency and presented by Agency as a part of Services constitutes confidential information which is the property of Agency and which is being made available by Agency to Client only as a part of providing such Services. Such information shall not be used for any other purposes without the prior written agreement of Agency. The ideas and concepts presented by Agency shall remain its sole and exclusive property and strictly confidential and shall not be used by Client in any way, including by way of communication to any third party, without the prior written consent of Agency.

9.5 The confidentiality and non-use obligations under this Non-disclosure clause shall survive for a period of 3 (three) years post the termination and/or expiry of this Agreement.

## **10. LIABILITY AND INDEMNITY**

10.1 The Agency shall indemnify and hold harmless the Client free and clear from and against any and all losses, costs, expenses, claims, damages and liabilities that may be incurred on account of and/or arise pursuant to this Agreement in particular pursuant to (but not limited to) any:

- A. Violation of any act or legislation or applicable laws concerning media or other publicity or the social, cultural and political sensitivities prevalent in Sri Lanka and in any other overseas market where the Agency carries out Services for the Client,
- B. Violation or alleged violation of any intellectual property rights or copyright infringement of third parties by any information, representation, report or data or other material used by the Agency in execution of any job for the Client, whether published or not published (except in relation to violation by the intellectual property rights which the Client authorises the Agency to use herein),
- C. Use/publication of any material that is defamatory or which may offend generally accepted standards of taste or morals,
- D. Breach and/or non-compliance of any of the Agency's duties and obligations under this Agreement or any agreements or contracts entered into with third parties pursuant to this Agreement,
- E. Use/publication, production, or placement of any material in advertisements or advertisements without the prior written consent, approvals and/or authorization of the Client.
- F. claims by any employee of the Agency made pursuant to this Agreement and/or under the Workmen's Compensation Ordinance No. 19 of 1934 as amended or any other law or any failure of the Agency to discharge its responsibilities or obligations towards its employees;
- G. accident, injury or death caused to any person or employees of SriLankan Airlines arising out of any act or omissions of the Agency and/or any of its personnel;
- H. loss or damage to any property, properties of SriLankan Airlines, or properties of third party arising out of any act or omissions of the Agency and/or any of its personnel;
- I. Any act or omission of the Agency in the performance of its obligations under this Agreement.

10.2 The Agency agrees to arrange and keep in place a professional indemnity insurance with a limit of indemnity of not less than LKR 10,000,000 per event.

10.3 The Client agrees to indemnify and hold harmless the Agency from and against any and all losses, claims, damages, expenses or liabilities as may be incurred based upon the use of Client Material and any information, representation, reports or data furnished by the Client for use by the Agency and/or any breach by the Client of its obligation and undertakings hereunder, provided that any such said information, representation, report or data or other matter is used by the Agency without amendment

and/or alteration.

To the maximum extent permitted by law, the maximum aggregate liability of Agency to Client under or in connection with this Agreement, whether in contract, tort (including negligence) breach of statutory duty, breach of data privacy laws or otherwise (including under the indemnity obligations under this Agreement), shall not exceed 100% of the Fees (excluding, for the avoidance of doubt, any third party expenditure paid or payable by Agency on Client's behalf) paid or payable by Client under this Agreement to Agency in the Territory during the 12 months immediately preceding the relevant claim.

## **11. TERMINATION**

11.1 This Agreement may be terminated by either party giving 03 months' notice in writing to the other party. The Agency will be entitled to receive all fees, costs and expenses due under this Agreement throughout the notice period, provided that there has been no omissions/lapses by the Agency of its obligations hereunder.

11.2 Notwithstanding the provision of Clause 11.1 above, this Agreement may be terminated forthwith:

- A. By either Party in the event the other Party is deemed unable to pay its debts as they fall due or on the dissolution, bankruptcy or entering into receivership of the other party.
- B. By either Party in the event of a substantial breach of the terms of this Agreement by the other party and the breach remains uncured for a period of three (03) months from the date of notice informing about such breach is delivered to the breaching Party.
- C. By either Party in the event the other Party ceases or threatens to suspend or cease to carry on its business.

11.3 Notwithstanding termination of this Agreement for any reason whatsoever, the parties shall discharge and conclude any pending obligation/undertakings under this Agreement existing at the time of termination which requires performance after the 11.1 date of the termination.

11.4 If this Agreement is terminated under the provisions of Clause 11.1 or 11.2 of this Agreement, the Agency shall forthwith return to the Client all advertisements, CD's, Audio, Videos, TV Commercial master copies, photographs, slides, press release paper, invitation paper, letterheads, media kit dockets and other similar material in its possession that belong to the Client.

11.5 Notwithstanding termination by either party under Clause 11.1, throughout the 30 day period provided for therein, both parties shall continue to fulfil their obligations under this Agreement and the Agency shall ensure that any third party sourced by the Agency will also continue to discharge any obligations undertaken.

11.6 Termination of this Agreement for whatever reason shall not prejudice or affect the accrued rights of either Party against the other.

11.7 Upon termination of this Agreement, for whatsoever reason, the Agency shall transfer to the Client all intellectual property rights and database of contacts compiled in work done for the Client under this Agreement, which may be accrued, to the Agency by operation of law or other reason, and return any reports, plans, documents and other material of the Client which is in its possession.

## **12. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION**

12.1 This Agreement is governed by and construed in all respects in accordance with the laws of Sri Lanka and the Courts of Sri Lanka shall have exclusive jurisdiction over disputes arising between the Agency and the Client.

12.2 Before resorting to any external dispute resolution mechanism, the parties shall use their best efforts to negotiate in good faith and settle amicably any dispute in relation to this Agreement.

## **13. GENERAL PROVISIONS**

13.1 The rights and remedies of either Party against the other for the breach of any conditions and for obligations undertaken by either Party under this Agreement shall not be prejudiced or deemed to be waived by reason of any indulgence or forbearance of either Party.

13.2 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.

13.3 If any provision of this Agreement should become or be adjudged invalid or unenforceable by law 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.

13.4 This Agreement shall not be assignable by any Party without the prior written consent of the other Party and shall be binding upon the Parties and their respective successors and permitted assigns.

13.5 This Agreement contains the entire agreement between the two parties and the terms and conditions of this Agreement 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 Client and the Agency – in the form of an addendum to this Agreement.

13.6 Either Party shall not, during the Term of this Agreement and for a period of 12 months from the lawful termination of this Agreement cause, encourage or assist any director, manager, employee or consultant of Agency with whom either party has come into contact with during the term of this Agreement, to leave its service nor shall Client knowingly employ or aid or assist in or procure the employment by any other person, firm or company of any such person.

13.7 At all times the Agency together with its staff will be deemed to be an independent and shall not under any circumstances be considered an employee or joint venture of the Client.

## **14. NOTICES**

14.1 Any notice or request required or permitted to be given pursuant to this Agreement shall be sent by registered mail, e-mail or fax addressed to the following address and will be deemed to have been duly delivered within five working days if sent by registered post or on the same day if by e-mail or fax:

**In the case of SriLankan Airlines to:**

Name : Dimuthu Ranasinghe  
Designation : Manager Advertising and Brand Management  
Address : SriLankan Airlines Ltd., Marketing, Airline Centre,

Bandaranaike International Airport, Katunayake, Sri Lanka  
Telephone : 0197331426 / 074 444 1426  
E-mail : [dimuthu.ranasinghe@srilankan.com](mailto:dimuthu.ranasinghe@srilankan.com)

**In the case of xxx to:**

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

**15. DATA OWNERSHIP, PRIVACY AND DATA PROTECTION**

15.1 The Agency acknowledges that its business is regulated by the data protection laws depending on the applicable jurisdiction. Therefore, it is agreed that the provision of this clause shall be deemed to apply in relation to any obligations, responsibilities or liabilities owed by the Agency under any relevant data protection laws as applicable to the Agency.

15.2 The Agency commits and undertake to take all reasonable security measures throughout the term of this Agreement to ensure that any private information which the Client provides to the Agency or is obtained by the Agency in respect of the Client is protected against loss and unauthorised access, use, modification, variation, amendment, deletion, disclosure or other misuse and that only authorised personnel have access to the private information.

15.3 Notwithstanding anything to the contrary, parties agree that the Client shall own the information, data or materials collected by the Client and the information which have been procured on behalf of the Client by the Agency. The Agency does not have right to use the information, data or materials received and/or collected for any other purpose other than performance of services under this Agreement without written permission from the Client. The Agency shall ensure that the protection of the information, data or materials from any misuse by its staff or any third party.

15.4 At a termination or expiration of Client's applicable subscription terms, agency should hand over all stored, archived and backed-up data/digital materials and liable for deletion of such archives or cloud backups after the expiration of the subscription.

15.5 A breach of this clause shall be a material breach and the provisions of this clause shall survive the termination or expiry of this Agreement.

**16. FORCE MAJEURE**

16.1 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, accidents, epidemic quarantine restrictions, 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 ninety (90) days after the event took place, the other party may call for a termination of Agreement.

## **17. NON -SOLICITAION**

17.1 Both parties agree that during the term of this Agreement for twelve (12) months afterwards, neither Party shall either directly or through other, solicit, induce or encourage any employee, vendor, independent contractor or customer of the other party to leave or terminate their relationship with that other party for any reason.

## **18. COUNTERPARTS AND ELECTRONIC SIGNATURES**

18.1 This Agreement maybe executed in one or more counterparts each of which shall be deemed an original but for all of which shall constitute one and the same agreement and maybe circulated for signature through electronic transmission, including without limitation, facsimile, and email. All signatures so obtained and transmitted shall be deemed for all purposes under this Agreement to be original signatures.

In witness whereof, the parties hereto have caused their authorized representatives to set their hands hereunto and to one another of the same tenor on the date first referred to above in Colombo.

For and on behalf of

**SRILANKAN AIRLINES LIMITED.**

For and on behalf of

**xxx.**

.....  
**Name:**

**Designation:**

**E-mail:**

**Telephone:**

.....  
**Name:**

**Designation:**

**E-mail:**

**Telephone:**

Witnesses:

Witnesses:

.....  
**Name:**

**Designation:**

.....  
**Name:**

**Designation:**

## **SCHEDULE 1**

### **DEFINITIONS AND INTERPRETATIONS**

In this Agreement, unless the context otherwise requires, the following expressions shall have the meanings set out hereunder:

1. "Agreement" means this Agreement including its schedule and/or annexure attached hereto and will include any amendment to this Agreement.
2. "Media Cost" means cost or value of Media placed or booked for Client by Agency pursuant to this Agreement with prior written approval of the Client
3. "Media Vendors" means persons or entities who sell, supply or book space/time in the Media including media houses like television channels, new papers/magazine publishers, radio broadcasters and other publishers. The term Media Vendor shall include distributor or agents of Media Vendor.
4. "User Generated Content" means any material (including artwork, designs, pictures, photographs, images, audio, video, film, text, copy, documents, recordings, diagrams and sound) in whatever format that a third party (including users of websites as well as bloggers) submits or publishes, whether via email, uploading or otherwise on any website or other platform.
5. "Client Materials" means Materials provided by or on behalf of Client to Agency (or provided to such third parties as Agency may nominate to receive such Materials from time to time, including without limitation Media Owners) in connection with this Agreement (including without limitation Client's name, logo and trademarks and any third party materials provided by Client to Agency in connection with this Agreement), including Client Data.
6. "Materials" means any graphic design, copy writing, animation, sound production, video, graphic production, html, JavaScript or other website code, software, data, databases, keywords, links, cookies, pixels, tags, locally shared objects, marketing strategy documents, advertising materials and other creative or marketing materials;