



**INVITATION FOR SUBMISSION OF BIDS FOR THE SELECTION OF
CREATIVE AGENCIES FOR SRILANKAN AIRLINES**

DATE OF ISSUE: 13TH MARCH 2026

REFERENCE NO: ADV/CREATIVE/ICB/RFP/01/2026

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

ON BEHALF OF

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

SECTION I: INSTRUCTIONS TO BIDDERS (ITB)

A: General	
1. Scope of Bid	<p>1.1 SriLankan Airlines invites you to submit a bid for the supply of creative services 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> <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: 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• Annexure A : Bid Acknowledgement Form• Annexure B : Price schedule form• Annexure C: Technical/General Specifications & Compliance Form• Annexure D : Bid Security Declaration Form• Annexure E : Non-collusion Affidavit Form• Annexure F : Company’s Information Form• Annexure G : Clientele Information Form• Annexure H :Sample Contract• Annexure I : Advertising briefs

<p>4. Eligible Bidders</p>	<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>
<p>5. Clarification of Bidding Documents</p>	<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>
<p>C: Preparation of Bids</p>	
<p>6. Documents Comprising your Bid</p>	<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 : Price schedule form (Mandatory with the bid submission) • Annexure C : Technical/General Specifications & Compliance Form (Mandatory with the bid submission) • Annexure D : Bid Security Declaration Form (Mandatory with the bid submission) • Annexure E : Non-collusion Affidavit Form (Mandatory with the bid submission) • Annexure F : 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 G : Clientele Information Form (Mandatory with the bid submission) • Annexure H : 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. 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 Prices and commission rates quoted by the Bidder shall be binding and shall not be subject to revision during the contract period specified in ITB clause 11.1 and not subject to variation on any account. A Bid submitted with adjustable prices and commission rates shall be treated as non-responsive and may be rejected.</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’
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 D & E. (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 45 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 Creative Agencies for SriLankan Airlines” (ADV/CREATIVE/ICB/RFP/01/2026)”</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>
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 or email address(s) specified in the Bidding Data Sheet clause 5.1.</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

21.1 Bids of the Bidders who fulfill the following qualification requirements, and submit **documentary proof** thereof, will only be eligible for the evaluation process.

Evaluation Stage 01: Pre-qualification requirements

1. Must possess at least 05 years of successful experience related to the scope of services defined with experience in servicing an international airline of repute (Locally or internationally).
2. Must possess experience of having operated globally and/or internationally either by itself or in active collaboration with international Creative/ Advertising agencies.
3. 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.

Evaluation Stage 02: Presentations

1. Responses that meet the above pre-qualifications will be invited for presentations on the following briefs given. The presentations will be evaluated on originality, creativity, research and findings, quality of production and execution and the longevity of the proposed campaigns.

a. Brand campaign

Please refer Annexure – I (A) for the advertising brief

b. Destination campaign

Please refer Annexure – I(B) for the advertising brief

c. Campaign for FlySmiLes

Please refer Annexure – I (C) for the advertising brief

2. SriLankan Airlines will shortlist the agencies post presentation and financial evaluations

More than one respondent may be selected under this RFP

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 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 Bidders, 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(s) to sign it.</p> <p>24.3 Within seven (7) days of receipt of such information, the successful Bidder(s) 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 Creative Agency (s)* to provide creative services as specified in the Request for Proposal.

*Note that SriLankan Airlines may select multiple agencies under this RFP.

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 bid. 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. Shortlisting and Presentation

SriLankan Airlines reserves the right to shortlist bidders who may be invited to make presentations to discuss the details of their proposals. The date of presentations will be advised by SriLankan Airlines if required.

D. 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(s) most advantageous to its absolute discretion.

E. 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 creative services or media buying and placement services 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.

F. 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)

ITB 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: dimuthu.ranasinghe@srilankan.com and chathushka.weerasinghe@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 ADV/CREATIVE/ICB/RFP/01/2026 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: uladvtenderca@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 23rd April 2026, 1100 hours Sri Lankan Time (GMT +5:30)</p>

15.3	<p>The name of the RFP: “Submission of Bids for the selection of creative agencies for SriLankan Airlines - ADV/CREATIVE/ICB/RFP/01/2026”</p>
16.1	<p>The deadline for submission of Bids: On or before 23rd April 2026, 1100 hours Sri Lankan Time (GMT +5:30)</p> <p>Opening of the Bids: On 23rd April 2026, 1130 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: dimuthu.ranasinghe@srilankan.com & chathushka.weerasinghe@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 agency which specializes in advertising and creative development in Sri Lanka and internationally to provide services specified hereunder, as more fully described in the Specimen “Creative Agency Agreement” (Please refer Annexure – H).

In the course of carrying out the above the agencies shall

1	Assist SriLankan Airlines in the development of marketing/ communication plans for both local and international markets for all manner of communication mix elements including, but not limited to Above The Line (ATL) and Below The Line (BTL), Through the line (TTL) Advertising, Promotions, Public Relations, Digital and Social media;
2	Develop, conceptualize and execute marketing/ communication campaigns of every nature for specific markets or network wide, based on the brand guidelines and brief set out by Marketing Division, SriLankan Airlines. Campaigns may entail all or a combination of including but not limited to: Brand advertising; tactical advertising; collateral promotional material; promoting ancillary brands, projects; Audio and Video productions etc;
3	Prepare or cause to be prepared for SriLankan Airlines, artwork, photography, filming, and printing of all kinds and by all processes;
4	Do or cause to be done transactions, arrange for audio and visual talent and organize and arrange audio and video production for advertisements to be provided for the Advertiser including, but not limited to scripting; voicing; product presentations; radio jingles; television commercials; animations and etc.
5	Work with the Marketing Division Team of SriLankan Airlines to coordinate the design, procurement and production of promotional collateral material and printed resources including, but not limited to, brochures, rack cards, display boards, trade show booth materials, billboards, handbooks, and other projects;
6	Develop, under the direction of the Marketing Division Team of SriLankan Airlines, print and Online Advertising layouts.
7	Execute all activities and its duties as a Creative Agency for SriLankan Airlines.
8	All original artwork files (AI, TIF, PSD, PDFs, JPG, Raw files), Audio files (WAV files,MP3), proofs, film, rushes, model contracts and other third party contracts of all projects must be stored in copies with a copy to Marketing Division, SriLankan Airlines;
9	Maintain electronic records of all pieces, artworks and material produced;
10	Respond to all Advertising Briefs within 24 hours, with a reasonable timeline for when projects will be completed or as specified by the Marketing Division Team/brief;
11	Provide creative assistance on attaining strategic goals in line with top level requirements
12	Obtain printing/production estimates and coordinate production process;
13	Provide SriLankan Airlines weekly status reports of the work in progress;
14	Ensure that the content of any advertising placed locally or internationally will comply with all applicable laws concerning trade practices and consumer protection, or any similar legislation, and with the standards of the appropriate advertising standards authority and consonant with the social cultural and political sensitivities of the locality in which the advertisement is published.
15	Submit a Call Report to Manager Advertising of all meetings the Agency has with the Advertiser and or its representatives within Twenty Four (24) hours of the meeting.
16	Appoint an Account Director, who will provide input recommendations and co-ordinate all matters relating to SriLankan Airline’s advertising worldwide at no extra charge, in addition the involvement of

	senior agency personnel in relation to account handling, creative direction and copy writing wherever necessary, are mandatory
17	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.
18	Monitor and share market insights in relation to pre and post marketing/ communication campaigns of SriLankan Airlines
19	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.
20	At the end of each contract year, the agency shall submit a comprehensive report detailing and showcasing all work carried out during that year, in a consolidated and printable document format.
21	In instances where the agency is requested to present concepts for including but not limited to brand campaigns, 360-degree integrated campaigns, destination launch campaigns, or other large-scale projects, the agency shall conduct extensive market research and any other pertinent analysis, and present such research findings alongside the proposed campaign concept(s).

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 Creative Agency 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	The responsible area of work will be assigned by the Airline to the selected agency under the discretion of Marketing Division
3	In the event SriLankan Airlines requests cancellation of any job already assigned to the Agency or to an approved third party 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 SriLankan Airlines and should be invoiced accordingly, save with respect to late alterations or cancellations caused by the Agency's act or omission for which SriLankan Airlines should not be liable.
4	Once the Agreement is awarded to the selected Creative Agency based on this RFP, SriLankan Airlines shall grant the selected Agency a non-exclusive, non-transferable and revocable license and right to use the images and text, 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
5	SriLankan Airlines shall pay the Agency all fees and charges as agreed.
6	SriLankan Airlines shall settle the invoices within 45 days of the receipt of all invoices.

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 supply of creative services
- (c) The unit price of our bid is excluding VAT. The individual unit prices and the commission rates are as specified under the Annexure B – Price Schedule Form
- (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 (Creative agency), it is mandatory that 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 H
3. Annexure H 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 Creative Agency 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 & creative services 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 and chathushka.weerasinghe@srilankan.com

Invitation for Submission of Bids for **selection of creative agencies for SriLankan Airlines - reference no: ADV/CREATIVE/ICB/RFP/01/2026** 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 – PRICE SCHEDULE FORM

Name of the Bidder :

Rate cards: Excluding Supervision Fees and Hourly Rate

ONE-OFF ITEMS	UNIT PRICE
NEWSPAPER	
Double Spread	
Full Page	
Half Page	
Quarter Page	
40 x 10	
Strip Ad	
5 column x 12 cm	
4 column x 10 cm	
Any other size (excluding above)	
Image manipulation for Press	
Resize of press ads (to any size)	
MAGAZINE	
Double Spread	
Full page	
Half page	
Strip ad	
B5	
Any other size (excluding above)	
Image manipulation for Magazine	
Resize of magazine ads (to any size)	
OUTDOOR ADVERTISING	
Hoardings / Billboards	
Hoarding (10x20)	
Hoarding (20x30)	
Hoarding (20x40)	
Hoarding (40x40)	
Hoarding (odd sizes)	
Resize of hoarding artwork (to any size)	
Bus Branding	
Bus/Van Branding (Full)	
Bus/Van Branding (side panels)	
Bus/Van Branding (Rear panel)	
Resize of artwork	
Other	
Unipole	
Pylon	

COLLATERAL & RETAIL BRANDING	
Dealer Boards	
Lift Branding (per panel)	
Shop Fronts	
Demonstration stands	
Exhibition panels (per panel-any size)	
Office branding (per panel-any size)	
Exhibition stalls	
Menu card	
Head rest cover (onboard)	
Kiosk standee	
A-Boards	
Comments Board	
Dummy Cheque	
Tabletop	
Resize of collaterals	
Translations (E/S/T Languages)	
POS / POSM MATERIAL	
Backdrop (any size)	
Pull-ups	
Chauffeur Drive	
Backing paper / Wrapping paper	
Banner	
Dangler	
Dispenser	
Light Box	
Mood Board	
Mouse Pad	
Pennant & X-Stands	
Poster (E/S/T)	
Salesman's Detailer	
Shelf strip	
Display (3D)	
Show cards	
Sticker	
Streamer	
Window Display	
Wobbler	
Other Adaptations	
Resizing of artworks	
CORPORATE AND ADMIN MATERIAL	
ID Card	
Tag	
Calendar	
DVD Cover & Sticker	

Medal	
Book jacket / Docket	
Certificate	
Application Form	
Invitation	
Invitation with Envelope	
Greeting Card	
Greeting Card with envelope	
Direct Mailer	
Swipe card	
Tent card / Business Card	
Ticket / Express Card	
Tote bag / Shopping bag	
WEBSITE AND DIGITAL	
Website Development	
Website (Home Page + 5 Pages)	
Additional page (per page)	
Microsite (4 Pages)	
Additional page (per page)	
Email Marketing	
EDM (new concept)	
EDM resize (Existing concept)	
EDM revisions (Existing concept)	
EDM language adaptations (Existing concept)	
Social media (FB/Twitter/Instagram/verticals and any other social media platform)	
Social Media Posts – New Concept	
Social Media Posts – Adaptations from Existing EDM	
Social Media Posts – Revisions (Existing Concept)	
Social Media Posts – Language Adaptations (Existing Concept)	
Digital Ads & Banners	
Google Ads - New Concept (per banner)	
Google Ads – Adaptations (Existing Concept)- per banner	
Web / Mobile / Promotional Webpage Banner – New Concept	
Web / Mobile / Promotional Webpage Banner – Revisions (Existing Concept)	
Web / Mobile / Promotional Webpage Banner – Adaptations (Existing Concept)	
UI / UX	
App interface designs (UI screens)	
Landing page UX wireframe (per page)	
Other Digital Assets	
Email signature	
Flyer / Home Page / Web landing page (New Concept)	
Flyer/ Home Page / Web landing page (Existing Concept) -Revisions and adaptations	
Flash Module on website (simple animated)	
Presentation/Power point templates and slides	

Screensavers with basic flash animation	
WhatsApp Icon / e statement	
GIF Images	
Digital icons	
Logo – digital and social media usage	
Infographic design	
Animated GIF	
Re layout of artwork (any of the above)	
Image manipulation	
Revisions to existing concept	
Image manipulation for any other not specified above	
PRINTED MARKETING MATERIAL	
Cover + 6 pages	
Leaflet	
EDM resize to leaflet	
Image manipulation	
Relayout of artwork	
Revisions to existing concept	
MERCHANDISE & PROMOTIONAL ITEMS	
Balloon	
Flag	
Cap/Visor/Badge	
Trophy design	
T-shirt	
Mugs	
Other Adaptations	
Resizing of artworks	
SCREEN SLIDES	
Inflight Entertainment Slides	
TV Slide	
Check-in screens (per screen)	
Cinema slide	
Revisions and adaptations	
STOCK CONTENT	
Image Purchase (Shutterstock / iStock/Adobe)	
Video Footage Purchase (Shutterstock / iStock/Adobe)	
Stock Image Manipulation	
MISCELLANEOUS	
Standalone Logo Design (Not linked to Campaign)	
Tagline / Slogan	

CAMPAIGN CONCEPT FEES	UNIT PRICE
CAMPAIGN DEVELOPMENT	
Original Campaign Concept (integrated / 360°)	
Adaptation of original campaign	

Campaign Refresh / Re-launch Concept	
Tactical Campaign Concept (Short-term / Promotional/Digital)	
Tagline / Slogan (separate)	
Television Commercial	
Original TVC Concept	
Adaptation of Existing TVC Concept	
Cut-down edits (30s / 15s / 10s / 6s)	
Press campaign	
Thematic Campaign	
Follow-up	
One-Off Press Concept	
Radio	
Radio Jingle – Per Language	
Radio Spot – Per Language	
Audio Adaptation – Per Language	
Brand & Design Concept Development	
Logo Design	
Packaging Design	
POS Material	
Collateral Material Concept Design	
Brochure	
Leaflet	

SUPERVISION FEES	HOURLY RATE
Language adaptation of the unit items below will be charged on an hourly basis	
Copywriting & Language Adaptation	
Sinhala	
Tamil	
English	
Creative Leadership	
Executive Creative Director	
Associate Creative Director	
Local Art Directors	
International Art Director	
Studio & Design Support	
Local Studio Times	
Studio Manager	
Agency Director for TVCs	
Audio Visual Manager	
Audio Visual Executive	
Audio Visual Supervisor	
Creative supervision	
Production Supervision (AM)	

Commission Rates

Item Description	Rate (%)
Agency commission on third party production cost	
Creative agency commission on media buying	
International Media	
Local Media	

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

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

Date: [Insert date]

ANNEXURE C - TECHNICAL/GENERAL SPECIFICATIONS & COMPLIANCE FORM

Name of the Bidder :

Technical Specifications:

Concept timelines

All concepts will be developed from a written brief and will conform to the Visual Standards Guide of the advertiser

Job details	Concepts required	Time frame
Newspaper/Magazines	02	02 working days
Outdoor	02	03 working days
Collaterals	02	02 working days
POS/POSM	02	01 working day
Website/digital	02	02 working days
Brochure/Calendar/Leaflets	02	14 working days
Campaign	02	14 working days
Radio/AOB's	01	02 working days
Logo/icon	02	07 working days

Any change requested by the user department on the presented concept will require a time frame of 01 working day (24 hours)

Translation timelines

The following translation timelines given are based on after the original copy has been finalized.

Language	Quantity	Time frame
Sinhala	Maximum of 250 words	01 working day
Tamil	Maximum of 250 words	01 working day
Others	Maximum of 250 words	03 working days

Production timelines

The following production timelines given are based on after the original copy has been finalized.

Job details	Quantity	Time frame
Print and radio	N/A	02 working days
Hoardings	02 for every additional 01	07 working days 03 working days
Posters/Leaflets <ul style="list-style-type: none"> • Digital • Off-set printing 	Maximum 1000 N/A	01 working day 04 working days
Pull-ups	Maximum 10	02 working days

With regards to custom made jobs, the advertising department will revert to the user department with the date plan within 01 working day (24hrs) from when the coordinator receives the brief.

General Specifications

01	Respond to all Advertising Briefs within 24 hours, with a reasonable timeline for when projects will be completed or as specified by the Marketing Division Team/brief;
02	Provide SriLankan Airlines weekly status reports of the work in progress;
03	Submit a Call Report to Manager Advertising of all meetings the Agency has with the Advertiser and or its representatives within Twenty Four (24) hours of the meeting.
04	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.
05	Monitor and share market insights in relation to pre and post marketing/communication campaigns of SriLankan Airlines
06	Submit a comprehensive presentation of the past work carried out by the agency bi-annually and their strategic plan for positioning SriLankan Airlines brand for the following six months.
07	At the end of each contract year, the agency shall submit a comprehensive report detailing and showcasing all work carried out during that year, in a consolidated and printable document format.
08	In instances where the agency is requested to present concepts for including but not limited to brand campaigns, 360-degree integrated campaigns, destination launch campaigns, or other large-scale projects, the agency shall conduct extensive market research and any other pertinent analysis, and present such research findings alongside the proposed campaign concept(s).

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

ANNEXURE D: 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 AND SUBMIT THIS FORM, YOUR BID SHALL BE REJECTED.**

ANNEXURE E: 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 F: 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. Organization structure in relation to the services related to the development and execution of creative services	
13. Proof of affiliation with international creative 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 – Service Capabilities	
1. Proposed service team (including the profile) that will be nominated to handle SriLankan Airlines related requirements on a day today basis	
2. Proposed creative team, creative directors, copy writers, art directors, editors, artists, web developers. The structure to be provided along with the credentials.	
Section D -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 G: 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 H- SAMPLE CONTRACT
AGREEMENT FOR CREATIVE AGENCY
BY AND BETWEEN
SRILANKAN AIRLINES LIMITED AND xxxxx
ADV/ xxxxxx

This Agreement is made and entered into on this xxxxx

BETWEEN

SRILANKAN AIRLINES LIMITED, duly incorporated in Sri Lanka bearing Company registration number PB 67 and having its registered office at Airline Centre, Bandaranaike International Airport, Katunayake, Sri Lanka (hereinafter the "Advertiser" which term shall as herein used where the context so requires mean and include the said SriLankan Airlines Limited, its successors and permitted assigns) of the One Part;

AND

xxxxx duly incorporated in Sri Lanka bearing Company registration number xxxxxx and having its registered office at xxxxxxxx, (hereinafter called and referred to as "the Agency" which term shall as herein used where the context so requires mean and include xxxxxxxx, its successors and permitted assigns) of the Other Part.

The Advertiser and the Agency may hereinafter be individually referred to as the "Party" and collectively as "Parties"

WHEREAS the Advertiser is a commercial international airline and the national carrier of Sri Lanka, which operates scheduled commercial flights to numerous destinations worldwide and is desirous of appointing an advertising agency to provide the services of an Advertising Agency for the purposes of promoting and advertising the Advertiser's business operation.

AND WHEREAS the Agency is an international advertising agency with a worldwide network and is capable of providing the Advertiser the services of an international advertising agency.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES

that in consideration of each of the Parties doing, observing, performing and complying with the terms, conditions, covenants, obligations and stipulations as are contained in this Agreement to be done, observed, performed and complied with respectively by the Parties hereto, the Parties hereto hereby agree as follows:

1. AGENCY APPOINTMENT

- 1.1 Subject to the terms and conditions hereinafter contained, the Advertiser hereby appoints, and the Agency hereby accepts the appointment as an Agent for the Advertiser's creative services in all parts of the world as related to major strategic and tactical advertising programmers and directly related material on a non-exclusive basis.
- 1.2 This appointment will be for a minimum of 3 years commencing from the xxxxx and will continue until terminated by either one of the Parties hereto pursuant to Clause 12 hereof.

2. OBLIGATIONS AND DUTIES OF THE AGENCY

The Agency shall:

- 2.1 Upon consultation with the Advertiser, either by itself and its own worldwide network or through its account director appointed in terms of Clause 2.17 below, carries out the following activities in accordance with accepted international standards applicable to the industry:
 - a) assist the Advertiser in the development of marketing plans;
 - b) devise and procure advertising and related collateral materials and goods for the Advertiser;

- c) arrange for the display of the advertising for the Advertiser;
 - d) undertake advertising campaigns of every nature for the Advertiser;
 - e) prepare or cause to be prepared for the Advertiser, artwork, photography, filming and printing of all kinds and by all processes;
 - f) do or cause to be done transactions, relating to the services provided hereunder, arrange for radio and television talent and organize and arrange radio and television production for advertisements to be provided for the Advertiser and;
 - g) carry out all activities and shall facilitate its duties as a creative agent of the Advertiser.
- 2.2 Obtain the Advertisers prior approval in writing of the copy, layout, artwork or proof, production or research proposals, or any other estimates provided hereunder. Such approval obtained shall constitute sufficient authority to the Agency to incur the necessary costs associated therewith, provided such approval was valid and not revoked at the time to commitment to the costs was incurred.
- 2.3 Present to the Advertiser for the Advertiser's confirmation, all communication materials, including artwork, television and radio copy, electronic material, press and other print copy to ensure that the product service claims are true and capable of being substantiated in conformity with applicable laws.
- 2.4 Be responsible for ensuring that the content of any advertising placed hereunder will comply with all applicable laws concerning trade practices and consumer protection, , aviation regulations, , intellectual property laws, data protection laws and with the standards of the appropriate advertising standards authority and consonant with the social cultural and political sensitivities of the locality in which the advertisement is published. The Agency shall further be responsible for obtaining all clearances and authorizations from whatever authorities which may exist from time to time to approve the advertising content of any advertising placed hereunder irrespective of the locality of publishing and shall also be responsible for the grammatical accuracy of the artwork.
- 2.5 The Agency shall comply with the Personal Data Protection Act No. 9 of 2022 of Sri Lanka and any applicable international data protection laws. The Agency shall implement internationally accepted cybersecurity standards. The Agency shall notify the Advertiser within 24 hours of any data breach. The Agency shall indemnify the Advertiser against all regulatory fines, penalties or claims arising from any data breach caused by the Agency.
- 2.6 Take reasonable care to safeguard the Advertiser's property which has been entrusted to the care and control of the Agency.
- 2.7 Ensure that the ownership of all intellectual property rights attaching to any work done by the Agency pursuant to this Agreement shall accrue to the benefit of the Advertiser.
- 2.8 Not charge any commissions for any work that is performed in-house by the Advertiser or its subsidiaries within Sri Lanka or for materials provided by the Advertiser.
- 2.9 Not either during the term of this Agreement and after its expiry or termination as the case may be, disclose to any third party Confidential Information pertaining to the business or affairs of the Advertiser for purposes other than for the due performance of its duties under this Agreement.
- 2.10 Within fourteen (14) days of the commencement of this Agreement furnish the Advertiser a list of the associates and representatives of the Agency worldwide. The Agency shall keep the said list of associates and representatives duly updated and current during the term of this Agreement and notify the Advertiser if any change to the original list.
- 2.11 Provide to the Advertiser weekly status reports of the work in progress.
- 2.12 Submit a Call Report to the Manager Advertising of all meetings the Agency may have with the Advertiser and or its representatives within Twenty-Four (24) hours of the meeting.
- 2.13 Forward to the Advertiser, hard copies of estimates, third party quotations and bills, proposals, etc. in the

event of an urgency the Agency shall email or fax such documents to the Advertiser and also ensure that a hard copy of same is forwarded to the Advertiser within Twenty-Four (24) hours of the email or fax copy.

- 2.14 Bear all communication costs, including but not limited to dispatch of material to media, fax, telephone calls etc. For all major/ main overseas campaigns 50% of the charges for Agency's overseas telephone/ overseas fax costs in connection with work on the account shall be borne by the Advertiser on production of original bills and details by the Agency, within a reasonable time period.
- 2.15 Submit to the Advertiser for reimbursements, original bills of courier charges on specifically identified assignments for which the Agency has obtained the prior approval of the Advertiser through approval estimates with a particular job number assigned for same.
- 2.16 Enter into contracts/ agreements with third Parties, with prior notice to and written approval of the Advertiser, to effectively carry out all its obligations under this Agreement.
- 2.17 Endeavour to obtain discounts from third parties, wherever possible, particularly but not limited to production jobs and the Agency shall in all possible circumstances pass such discounts to the Advertiser.
- 2.18 Appoint an account director ("Account Director"), who shall provide input recommendations and co-ordinate all matters relating to the Advertiser's advertising worldwide at no extra charge. No separate payment shall be made in respect of the Account Director under the commission basis the name and the contact details of the Account Director shall be provided to the Advertiser within 07 days of execution of this Agreement.
- 2.19 Prepare, free of charge, quarterly reports for presentation to the Advertiser which shall inter alia summarize the activities of rival airlines, and the business trends of the industry in Sri Lanka and worldwide. Where the Agency is required by the Advertiser to obtain specific items of research which have to be purchased by the Agency, such charges will be met by the Advertiser (at cost and adequately supported by documentary proof).
- 2.20 Give the Advertiser in writing the names and designations of the personnel working on the Advertiser's Account. No changes to such personnel shall be affected without the prior written consent of the Advertiser (which shall not be unreasonably withheld).
- 2.21 Ensure that all production jobs are carried out as follows:
 - i) Raise estimates for each and every production job indicating all projected expenditure with a breakdown of the charges, before completion of the job.
 - ii) Obtain written approval from the Advertiser on the estimate before the production is complete.
 - iii) Obtain written approval from the Advertiser before the commencement of any production job;
 - iv) when billing, attach a copy of the approved advertisement, approved estimate and third Party bills (if any) in support of the production invoices, and any artwork, visuals or images on a compact disc (CD) and;
 - v) Ensure that all production costs relate to the rates published by the Agency as set out in the Schedules hereto and that such production costs do not exceed the said rates.
- 2.22 Subject to Clause 4.2 below bear all costs and expenses pertaining to meals, laundry, telephone calls and expenses of a personal nature incurred when Agency personnel travel in connection with the performance of this Agreement unless otherwise agreed upon by both Parties.
- 2.23 Ensure that the Agency shall have obtained the license or permission from any third party prior to the use of any intellectual properties of such third party by the Agency in performing the obligations of this Agreement.
- 2.24 Provide the documentary evidence to the Advertiser to establish the authority of the Agency to use the intellectual properties of third Parties by the Agency.
- 2.25 For any image/ video which is to be purchased on the request of the Advertiser, forward to the Advertiser, an estimate prior to purchase of such image or video clip in order to obtain the Advertiser's approval thereof. The estimate should specify the price and all copyright details of the image/ video e.g. duration of

rights, usage rights, etc.

- 2.26 Share any image/ video which is purchased subsequent to the approval of the Advertiser should be shared in the highest resolution on a Compact Disc (CD) along with the invoice and copyright details of the image/ video clips.
- 2.27 Not share or use any image/ video the Agency purchases by the Agency exclusively for the Advertiser will not be shared with or used in the materials of any other Advertiser other than for the Advertiser of this Agreement.
- 2.28 In consultation with the Advertiser, liaise with the appointed media agency in connection with the creative agency commission component of the media buying commission.
- 2.29 In addition to the scope of deliverables specified in the Agreement, the Agency shall undertake on behalf of the Airline any assignment or task which includes but not limited to translation of content into national and foreign languages, beautification of projects & proposals, production, adjustment, printing and binding of corporate content, presentations, Audio Visual Storyboards or Creative Proposals, procuring/ providing/ purchasing portable data storage options pertaining to content sharing and storing, Illustration of Storyboards, creation of visuals/advertisements such as but not limited to magazine advertisements, souvenirs, banners, tenders and notices to the suppliers depending on the requirement, whose specifications may fall beyond the purview of the published rate cards.
- 2.30 The Agency warrants that it shall perform the Services with the highest degree of professional skill, care and diligence expected of a leading international advertising agency serving a national carrier airline.
- 2.31 During the term the Agency shall not provide services to any international passenger airline operating to or from Sri Lanka without the prior written consent of the Advertiser.

In addition to the above, the

3. RIGHTS AND OBLIGATIONS OF THE ADVERTISER

- 3.1 Nothing in this Agreement shall preclude the Advertiser from utilizing its in-house capabilities or contracting work within Sri Lanka/ overseas for any part of the work/ services contemplated in this Agreement.
- 3.2 The responsible area of work in relation to handling of corporate brand, sub-brands or a mix of the two areas will be assigned by the Airline to the agency under the discretion of the Advertiser having the flexibility to change during anytime of the period of contract specified under clause 1.1 above.
- 3.3 Pursuant to Clause 2.2 above, in the event the Advertiser requests alteration or cancellation of any such contract or revokes any approval given under Clause 10, any cancellation or other charges incurred by such alteration, cancellation or revocation shall be the responsibility of the Advertiser and shall be invoiced as provided under Clause 5, provided however that, with respect to late alterations or cancellations caused solely and directly by the Agency's fault the Advertiser shall not be responsible to make any payment for the costs/ charges incurred in the alterations or cancellations so made.
- 3.4 The Advertiser shall pay the Agency all fees and charges as agreed to expressly by the Parties in the manner and as more fully described herein.
- 3.5 The Advertiser shall have the right to inspect, with prior notice, any and all contracts, agreements, correspondence, books, accounts and other information relating to this Agreement which are in the custody of the Agency.

4. FEES AND CHARGES

4.1 In consideration of the services rendered under Clause 2 hereof, the Advertiser shall pay the Agency fees calculated as follows;

A) Internal design, art and creative charges and production charges

In respect of the preparation or causing to be prepared and producing all layouts, copy writing, artwork, colour separations, creative supervision, art direction, photography, filming and translations etc. the Agency shall be paid the material and/ or time cost levied by the Agency from time to time for performing such work, provided that no additional commission shall be charged by the Agency in respect of such work. The time cost rates shall be as set out in Schedule A herein. All materials used in such preparations or productions shall be charged by the Agency to the Advertiser at cost.

It is also agreed that the Agency shall be entitled to an agency commission in terms of Clause 9.2 hereon in connection with any design, art or other material that is created by a third party.

B) External design, art and creative charges and production charges

In respect of the preparation or causing to be prepared and producing all layouts, copy writing, artwork, colour separation, creative supervision, art direction, photography, filming, voice over recordings, production of radio spots, production of animated video, production of audio visual content and translations by persons outside the Agency and engaged by the Agency to perform such work on behalf of the Advertiser, the Agency shall be paid the net invoice cost for such work or supplies plus the agency commission for third party production cost as stipulated in clause 9.2 below.

C) Research

In respect of conducting, or causing to be conducted research services requested and approved by the Advertiser, (out of the scope of the jobs) the Agency shall be paid as follows:

- i) where such research is performed by persons outside the Agency with the prior written approval of the Advertiser, the net invoice cost to the Agency plus the agency commission for third party production cost as stipulated in clause 9.2 below of the net invoice cost, and/ or;
- ii) The time cost, rates of which are set out in the schedules hereto, levied by the Agency from time to time for performing such research.

D) Creative agency commission

The Advertiser shall pay xxxxx of the total cost of the media purchased by the Agency, when the Agency's material created for the Advertiser is published on the media purchased, through the Advertiser's media buying agency, after the submission and approval of the CAC (Creative Agency Commission) statement by the Advertiser.

4.2 The Advertiser shall provide at no cost to the Agency air travel facilities on SriLankan Airline's on-line services and accommodation for Agency personnel required to travel in connection with the performance of this Agreement, provided that the Agency has obtained the Advertiser's prior written approval for such air travel and accommodation of its personnel. Air travel on SriLankan Airlines shall be on the basis of firm travel on Economy Class and 'subject to load' on for senior staff employed in the Agency and working on the Advertiser's account may be given Business Class tickets at the discretion of the Advertiser.

Where travel on other airlines are required by Agency personnel, the Advertiser shall reimburse the Agency for the total costs incurred therewith, provided that the express written approval of the Advertiser was obtained to use such other airline services. The Agency shall endeavor to negotiate, such travel costs to the lowest possible rates and billed to the Advertiser, at cost.

4.3 Notwithstanding Clause 4.2, the Advertiser may in its discretion permit any other person, nominated by the Agency as being required to travel in connection with the performance of this Agreement, to travel free of charge or on a discounted fare on SriLankan Airline's services.

4.4 For Purposes of fees and charges payable pursuant to this Agreement for the cost of any work done by sub agents or sub-contractors shall be deemed as work done within the Agency.

5. **INVOICE AND PAYMENT**

5.1 The Agency shall prepare estimates for all services to be provided hereunder and submit the same for the approval of the Advertiser as follows:

- (i) Internal design, art and creative charges and production charges

In respect of preparation of materials prepared within the Agency, without third party involvement, the Agency shall be paid the material and/ or time cost levied by the Agency in line with the rates specified in Schedule A herein. All materials used in such preparations or productions shall be charged by the Agency to the Advertiser at cost.

- (ii) For all third party production cost involving photo shoots, television and /or radio productions or printing of collateral material or audio visual productions and all other jobs handled for the Advertiser, the Agency will submit to the Advertiser three estimates, and make a recommendation for acceptance by the Advertiser. The Advertiser shall be free to select any one of the three estimates;

- (iii) For all cost to be incurred for work by the Agency personnel, the Agency will submit an estimate of the Agency cost of preparing that work prior to the commencement of such work;

- (iv) Where applicable, all invoices shall carry a breakdown of the details of costs involved and shall give valid supporting documents including third Party invoices.

- (v) Conversion of foreign currencies to Sri Lanka Rupee shall be based on the average buy/sell rates of conversion as declared by the Central Bank of Sri Lanka on date of estimate/invoice. Payments will be made as per the details listed in the invoices received from the Agency.

5.2 All services, costs and expenses shall be billed by the Agency, at the time of completion of each such assignment. The Agency shall not bill and the Advertiser shall not be liable to pay for rejected visuals, artwork, scripts and concepts provided however the Advertiser shall be liable to pay the Agency, any cost and fees incurred by the Agency up to the point of rejection by the Advertiser.

5.3 The Agency shall prepare and send to the Advertiser each month (on approximately the tenth working day of each month) a statement of account and invoices for periods of from the first to the fifteenth day and from the sixteenth to the end of the previous month for:

- (i) all fees, costs and expenses of Agency personnel as provided under Clauses 4.1 or 7.1 incurred during the immediately preceding month (for which the agency shall provide a breakdown); and
- (ii) save as provided in Clause 5.4 which shall be billed and paid as provided therein all costs and expenses, together with the agency commission for third party production cost related thereto, for approved services or materials under Clause 4.1 or 7.1 for which the Agency will be required to make payment to third Parties for the next succeeding month (for which the Agency shall provide a breakdown and furnish certified copies of third Party invoices).

The Advertiser agrees to pay all sums due to the Agency under the invoices within 45 days of receipt of the invoice for the particular period. In the event the Advertiser disputes any amount contained in an invoice, it shall pay the uncontested portion of the invoices rendered under those sub-clauses, and submit an objection in writing to the Agency as to any disputed amount. The funds in dispute will be payable within 21 working days upon resolution of the dispute as to whether the sums were validly invoiced under the terms of this Agreement.

5.4 The Agency shall provide the Advertiser with estimates as provided under Clauses 2, 5.1, 7.1 and 9.1 of the production costs to be incurred in respect of any productions to be effected hereunder. No advance payments will be made by the Advertiser to the Agency whatsoever for any type of work, production or any work carried out for the Advertiser by the Agency. The cost incurred will be paid for by the Advertiser to the

Agency only upon the completion of the job/work carried out once the invoice is shared.

- 5.5 Any one invoice, estimate, rate card and/ or third Party invoice must be in one currency.
- 5.6 All work Estimated and completed will be invoiced within 30 days from the date of completion of the completed work.
- 5.7 Either Party shall be responsible for payment of any taxes under this Agreement imposed by statutory and/or regulatory bodies of Sri Lanka enacted through legislations and/or regulations.
- 5.8 SriLankan Airlines is not obliged to pay any inland taxes, personal income tax and corporate income tax of the agency and/or any other third party engaged by the agency. Taxes that arise on the income of either Party will be the responsibility of each such Party.
- 5.9 Withholding taxes or any similar statutory taxes chargeable by the Government of Sri Lanka (if applicable) shall be deducted from the payment due to the agency as per the tax laws of Sri Lanka.

5.10 All payments will be credited as follows:

Supplier:	xx
Bank:	xx
A/c NO:	xx
SWIFT CODE:	x

6. **INSURANCE**

- 6.1 The Agency shall maintain a public liability insurance with a limit of indemnity of not less than LKR 5,000,000 for any one incident covering third party bodily injury / death and / or property damage (including damage to the Advertiser's property and / or injury, death caused to any employee or representative of Advertiser. caused by the Agency or their representatives in the performance of this Agreement.
- 6.2 A professional indemnity insurance coverage including but restricted to coverage for errors, omissions, negligence including personal and advertising injury for an amount of not less than LKR 20,000,000 per event.

7. **EXCLUSIVITY AND TRADEMARKS**

- 7.1 The Agency shall not without the prior written approval of the Advertiser act for any advertiser who carries on the same business of an international commercial airline.
- 7.2 Subject to Clause 2.8 above, the Agency shall not disclose or divulge to any third Party any information relating to advertising done or to be done for the Advertiser or to the business and affairs of the Advertiser during the period of this Agreement or after its termination.
- 7.3 The Advertiser may appoint any other creative agency for advertising or promotional campaigns during the period of this Agreement.
- 7.4 The Agency acknowledges the Advertiser's exclusive ownership of its trademarks, service marks, industrial designs and other intellectual properties and the Agency acquires no right, title or interest in or to those intellectual property rights of the Advertiser. Any and all goodwill associated with the trademarks, service marks, industrial designs and copyrights of the Advertiser will inure exclusively to the benefit of the Advertiser. During the term of this Agreement, the Agency shall not attempt to register any of the Advertiser's trademarks, service marks, copyrights, logos, brand names, industrial design, trade names,

domain names and/or slogans confusingly similar to such intellectual property. The Agency shall execute such documents and do all such acts and things as may be necessary in the Advertiser's reasonable opinion to establish the Advertiser's ownership of any rights in and to such trademarks, service mark, industrial design or copyrights at the expense of the Advertiser.

7.5 Grant of Rights.

The Advertiser hereby grants to the Agency for the term of this Agreement, and subject to the terms and conditions herein, a non-exclusive, non-transferable, revocable right to use the trademarks, service marks, industrial designs and copyrights of the Advertiser in order for the Agency to perform its obligations under this Agreement in accordance with the terms and conditions of this Agreement and any guidelines issued by the Advertiser from time to time.

8. **OTHER ASSIGNMENTS**

8.1 In respect of any work, other than that specified in Clauses 2 and 4 hereof, carried out by the Agency pursuant to this Agreement, including work such as packaging design, promotional schemes, booklets, timetables, calendars, menus and any other special assignment not specifically mentioned herein, 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 commitment of the work by the Agency or its sub-contractors.

9. **SUB-CONTRACTING**

9.1 The Agency shall provide the Advertiser with the skills available in-house. The Agency represents and warrants that it has and shall throughout the term of this Agreement maintain in its employment skilled staff to provide the services contracted for under this. Under this Agreement all work performed by the Agency and or its agents or representatives worldwide shall be considered as in-house.

9.2 The Agency may with the prior written approval of the Advertiser subcontract work to external third Party agencies in the event of the required skill not being available in-house. The fees payable to such sub-contractors, together with the agency commission for third party production cost which is xx of the net invoice cost of such fees shall be paid by the Advertiser and shall be billed and treated for invoicing purposes as if under Clause 4.1 (c), provided however that the Agency shall not be entitled to the agency commission for third party production cost in the event that the services of third Party agencies are sought due to the non-availability of the level of skills which the Agency hereunder warrants to maintain in-house.

9.3 Such sub-contracting of the work by the Agency shall not relieve the Agency from any liability or obligation under the Agreement for such portion of its obligations as are sub-contracted and the Agency shall be responsible for the acts, defaults and negligence of any sub-contractor, his agents, employees or workmen as fully as if they were the acts, defaults or negligence of the Agency.

9.4 Any assignment of rights and obligations under this Agreement shall not increase obligations of the Advertiser or diminish rights of the Advertiser under this Agreement. Any assignment made contrary to this clause shall not be valid or binding on the Advertiser.

10. **APPROVALS, PRESENTATIONS AND RIGHTS**

10.1 From time to time during the term of this Agreement, the Advertiser shall submit a brief to the Agency detailing objectives of the Advertiser of the period covered by the brief, and the range of services which it wishes the Agency to undertake on its behalf during that period/ brief. The Agency shall prepare a preliminary estimate based on the brief taking into account the Advertiser's advertising budget during that period. The Agency and the Advertiser will then review the content of the brief and agree upon the final terms of each brief.

- 10.2 Upon agreement of the terms of each brief, the Agency shall proceed to develop advertising plans and campaigns. The Agency would be required to present three concepts for a given campaign. The said concepts shall be presented to the Advertiser in conformance with the standards and timelines set out in Schedule 'B'
- 10.3 From time to time the Advertiser may require the Agency to provide optional concepts. Once the Agency has discussed the concepts with the Advertiser and should there be any necessity to develop alternative concepts, such alternative concepts should be re-designed to achieve the objective and fulfill the services detailed in that brief. The said alternative concepts shall be presented to the Advertiser in conforming to the standards and timeliness set out in Schedule B and Schedule C hereunder.
- 10.4 Upon receipt of the concepts presented by the Agency under an agreed brief, the Advertiser may approve such concepts which, in its opinion, are conducive to meeting its objectives within the available budget or request the Agency to submit further concepts to meet with the objectives of the Advertiser. Upon approval of any concept the Agency shall submit estimates, giving the breakdown of charges e.g. films, typesetting, line prints, colour separations etc. as provided in Clauses 2, 5 and 9 hereof, to the Advertiser for approval. Upon approval of those estimates, the Agency will complete the material for delivery to media, or undertake further service as approved in conforming to the standards and timeliness set out in Schedule B and Schedule C hereunder.
- 10.5 Upon completion of any material following approval of the estimates referred to in Clause 9.4 the Agency shall submit such material to the Advertiser for approval. Upon approval being granted, the Agency shall deliver the material to the various approved media, in the case of advertising material, or to the Advertiser, in the case of any collateral material developed hereunder.
- 10.6 Subject to Clause 5.2 above, the Advertiser may at any time during the period of this Agreement revoke the approval it may have given to the Agency pursuant to this Clause 10.

11. **GOVERNMENT APPROVALS**

- 11.1 The Advertiser will assist in obtaining all necessary consents required from any governmental authority in Sri Lanka or overseas, including without restricting the generality of the foregoing, any approval required for the Agency to carry on business, promotional activities, perform work under this Agreement or foreign exchange approvals required from the Department of Exchange Control of the Central Bank of Sri Lanka, to enable the Agency to carry out its obligations hereunder, and shall deliver to the Agency copies of all such consents.

12. **LIABILITIES AND INDEMNITY**

- 12.1 The Agency shall indemnify and hold harmless the Advertiser free and clear from and against any and all losses, costs, expenses, claims, damages, legal fees 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, applicable laws concerning trade practices and consumer protection in Sri Lanka and overseas and any appropriate advertising standards authority and consonant with the social, cultural and political sensitivities of the locality in which the advertisement is published;
 - (b) violation or alleged violation of any intellectual property rights or copyrights infringement of third Parties by any information, representation, reports, data or other material used by the Agency for advertising whether or not published, unless such material is provided or approved by the Advertiser.;
 - (c) use/ publication of any material that is slander, defamatory or which may offend generally accepted standards of taste or morals unless such material is provided or approved by the Advertiser.;

- (d) invasion or alleged invasion of any privacy rights of any person(s) by the use/ publication of any material in the advertisements;
- (e) use/ publication or production of any material in advertisements without the prior written consent, approvals and/ or authorization of the Advertiser or other necessary or required approvals as stated in Clause 10 above;
- (f) breach of Clause 2.3 herein; and/ or
- (g) breach and/ or non-compliance of any of the Agency's duties and obligations under this Agreement or any agreement or contracts enter into with third Parties pursuant to this Agreement.

12.2 The Advertiser shall indemnify and hold harmless the Agency from and against any and all losses, costs, claims, damages, expenses or liabilities as may be incurred by the Agency due to breach or violation of any provision of this Agreement by the Advertiser, including but not limited to claims based upon any information, representation, reports or data furnished by the Advertiser for use by the Agency provided however that the Advertiser is not required to indemnify the Agency, if any such information, representation, report or data or other matter is used by the Agency with amendments and/ or alteration which the Advertiser has not approved.

12.3 The Agency shall under no circumstance exempt itself, waive and/ or reduce the liability undertaken pursuant to this Agreement on account of the Advertiser's right to veto, reject and/ or approve any material under this Agreement whether such rights is exercised or not.

12.4 The Advertiser and the Agency agree that neither the Agency nor the Advertiser shall use any material including text, article, photograph or data used in an advertisement otherwise than in the use/ publication of the advertisement without the prior written consent of the other and where appropriate the prior written consent of the author/ artist.

12.5 In the event of any proceeding, litigation or suit against Advertiser by any regulatory agency or in the event of any court action or other proceeding challenging any advertising prepared by Agency by any third Party, the Advertiser shall have the right to retain one or more the legal counsel of its choice at the cost of the Agency and the Agency shall assist in the preparation of the defense of such action or proceeding and cooperate with Advertiser and Advertiser's legal counsel.

13. **TERMINATION**

13.1 This Agreement may be terminated at any time by the Advertiser on whatsoever reason provided that the Advertiser provides three (03) months' notice in writing to the Agency. The Agency will be entitled to receive all fees, costs and expenses due under this Agreement throughout the notice period. Upon such notice this Agreement shall be terminated on the expiry of the notice period.

13.2 Notwithstanding the provision of Clause 13.1 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 entering into receivership of the other Party;
- b) by either Party in the event of a breach of the terms of this Agreement by the other Party and fails to rectify such breach within 30 days of the notice;
- c) by the Advertiser in the event the Agency ceases its association with the Agency and/ or;
- d) by the Advertiser in the event the Agency ceases or threatens to suspend or cease to carry on its business.

- 13.3 If this Agreement is terminated under the provisions of Clause 12.1 or 12.2 of this Agreement, within 14 days of termination, the Agency shall forthwith return to the Advertiser all creative material including layouts, images, tapes, artwork, blocks, films, slides and other similar material in its possession.
- 13.4 Notwithstanding termination by either Party under Clause 12.1, throughout the three (03) months period provided for therein, both Parties shall continue to fulfill their obligations under this Agreement.
- 13.5 Termination of this Agreement for whatever reason shall not prejudice or affect the accrued rights, liabilities or obligations of either Party against the other.
- 13.6 Notwithstanding the termination of the Agreement on whatsoever reason or expiration of the Agreement, the Advertiser shall be entitled to use the work created by the Agency under this Agreement, even after the termination or expiration of this Agreement without any additional payment to the Agency.
- 13.7 Upon termination of the Agreement on whatsoever reason or upon expiration of the Agreement, the Agency agrees to provide reasonable cooperation in arranging for the transfer or approval of third Party's interest in all contracts, agreements and other arrangements with advertising media, suppliers, talent and others not then utilized, and all rights and claims thereto and therein, following appropriate release from the obligations therein.
- 13.8 Clause 12 of the Agreement shall survive the termination or expiration of the Agreement.

14. CONFIDENTIALITY

- 14.1 Unless otherwise agreed to in advance, in writing, by the disclosing Party or except as expressly permitted by this Agreement, the receiving Party will not, except as required by law or court order, use Confidential Information of the disclosing Party or disclose it to any third Party for the term of this Agreement and for a period of 3 years from the date of termination or expiration of the Agreement.
- 14.2 The receiving Party may disclose Confidential Information of the disclosing Party only to those of its employees or contractors who need to know such information. In addition, prior to any disclosure of such Confidential Information to any such employee or contractor, such employee or contractor shall be made aware of the confidential nature of the Confidential Information and shall execute, or shall already be bound by, a non-disclosure agreement containing terms and conditions consistent with the terms and conditions of this Agreement. In any event, the receiving Party shall be responsible for any breach of the terms and conditions of this Agreement by any of its employees or contractors. The receiving Party shall use the same degree of care to avoid disclosure of the disclosing Party's Confidential Information as the receiving Party employs with respect to its own Confidential Information of like importance, but not less than a reasonable degree of care.
- 14.3 Upon the termination or expiration of this Agreement for any reason, or upon the disclosing Party's earlier request, the receiving Party will deliver to the disclosing Party all of the disclosing Party's property or Confidential Information in tangible form that the receiving Party may have in its possession or control. The receiving Party may retain one copy of the Confidential Information in its legal files.
- 14.4 "Confidential Information" means any and all information that is disclosed by one Party to the other Party verbally or in writing and that relates to a Party's business or the Parties' business relationship hereunder, including, but not limited to, information concerning finances, products, services, customers and suppliers. Confidential Information shall not include information which (i) is in or comes into the public domain without breach of this Agreement by the receiving Party; (ii) was in the possession of the receiving Party prior to receipt from the disclosing Party and was not acquired by the receiving Party from the disclosing Party under an obligation of confidentiality or non-use; (iii) is acquired by the receiving Party from a third Party not under an obligation of confidentiality or non-use to the disclosing Party; or (iv) is independently developed by the receiving Party without use of any Confidential Information of the disclosing Party.

15. FORCE MAJEURE

- 15.1 Either Party shall be excused from any delay or failure in performance required hereunder if caused by

reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, nationwide riots, earthquakes, floods, explosions or other acts of nature. Parties agree that labour strikes, industrial disputes are not considered to be force majeure events. The obligations and rights of the Party so excused shall be extended on a day- to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the Parties' respective obligations hereunder shall resume. In the event the interruption of the excused Party's obligations continues for a period in excess of 60 days, either Party shall have the right to terminate this Agreement upon 30 days' prior written notice to the other Party.

16. GOVERNING LAW AND ARBITRATION

16.1 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 Advertiser.

17. GENERAL PROVISIONS

17.1 The rights and remedies of one party against the other for the breach of any conditions and for obligations undertaken by such party under this Agreement shall not be prejudiced or deemed to be waived by reason of any indulgence or forbearance of the first referred to Party.

17.2 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.

17.3 If any term or provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable the remainder of this Agreement or application of such term or provision to persons or circumstances (other than those to which it is already invalid or unenforceable) shall (to the extent that such invalidity of unenforceability does not materially affect the operation of this Agreement) not be affected thereby and each term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

17.4 It is understood that both Parties hereto are independent contractors and engage in the operation of their own respective businesses. Neither Party hereto is to be considered the agent of the other Party for any purpose whatsoever and neither Party has any authority to enter into any contract or assume any obligation for the other Party or to make any warranty or representation on behalf of the other Party. Each Party shall be fully responsible for its own employees, servants and agents, and the employees, servants and agents of one Party shall not be deemed to be employees, servants and agents of the other Party for any purpose whatsoever.

17.5 Neither Party may without written approval of the other assign this Agreement or transfer its interest or any part thereof under this Agreement unless as specifically provided herein to any third Party except that a Party may assign its rights or obligations to a third Party in connection with the merger, reorganization or acquisition of stock or assets affecting all or substantially all of the properties or assets of the assigning Party.

17.6 Each of the Advertiser and the Agency agree not to disclose the existence or contents of this Agreement to any third Party without the prior written consent of the other Party except: (i) to its advisors, attorneys or auditors who have a need to know such information, (ii) as required by law or court order, (iii) as required in connection with the reorganization of a Party, or its merger into any other corporation, or the sale by a Party of all or substantially all of its properties or assets, or (iv) as may be required in connection with the enforcement of this Agreement.

17.7 This Agreement contains the entire agreement between the 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 Advertiser and the Agency.

Any notice or any other communication required by this Agreement shall be in the English language, in writing and shall

be addressed to the Parties as indicated below or any other address where a change of address is notified in writing on the other Party beforehand. The Addresses of the Parties are as follows:-

For and on behalf of
SRILANKAN AIRLINES LTD.

For and on behalf of
 xxxxxxxxxxxxxxxxxxxxxxxxx

.....

.....

Name:
Designation:
Email:
Telephone:

Name: x
Designation: x
Email: x
Telephone: x

Witnesses:

Witnesses:

.....

.....

Name:

Name: x

Designation:

Designation: x

SCHEDULE OF REQUIREMENTS

The appointed agency carrying out advertising and creative development in Sri Lanka and internationally to provide services specified hereunder in addition to that specified under 2 -Obligations and duties of the agency.

In the course of carrying out the above the agency shall

1	Assist SriLankan Airlines in the development of marketing/ communication plans for both local and international markets for all manner of communication mix elements including, but not limited to Above The Line (ATL) and Below The Line (BTL), Through the line (TTL) Advertising, Promotions, Public Relations, Digital and Social media;
2	Develop, conceptualize and execute marketing/ communication campaigns of every nature for specific markets or network wide, based on the brand guidelines and brief set out by Marketing Division, SriLankan Airlines. Campaigns may entail all or a combination of including but not limited to: Brand advertising; tactical advertising; collateral promotional material; promoting ancillary brands, projects; Audio and Video productions etc;
3	Prepare or cause to be prepared for SriLankan Airlines, artwork, photography, filming, and printing of all kinds and by all processes;
4	Do or cause to be done transactions, arrange for audio and visual talent and organize and arrange audio and video production for advertisements to be provided for the Advertiser including, but not limited to scripting; voicing; product presentations; radio jingles; television commercials; animations and etc.

5	Work with the Marketing Division Team of SriLankan Airlines to coordinate the design, procurement and production of promotional collateral material and printed resources including, but not limited to, brochures, rack cards, display boards, trade show booth materials, billboards, handbooks, and other projects;
6	Develop, under the direction of the Marketing Division Team of SriLankan Airlines, print and Online Advertising layouts.
7	Execute all activities and its duties as a Creative Agency for SriLankan Airlines.
8	All original artwork files (AI, TIF, PSD, PDFs, JPG, Raw files), Audio files (WAV files,MP3), proofs, film, rushes, model contracts and other third party contracts of all projects must be stored in copies with a copy to Marketing Division, SriLankan Airlines;
9	Maintain electronic records of all pieces, artworks and material produced;
10	Respond to all Advertising Briefs within 24 hours, with a reasonable timeline for when projects will be completed or as specified by the Marketing Division Team/brief;
11	Provide creative assistance on attaining strategic goals in line with top level requirements
12	Obtain printing/production estimates and coordinate production process;
13	Provide SriLankan Airlines weekly status reports of the work in progress;
14	Ensure that the content of any advertising placed locally or internationally will comply with all applicable laws concerning trade practices and consumer protection, or any similar legislation, and with the standards of the appropriate advertising standards authority and consonant with the social cultural and political sensitivities of the locality in which the advertisement is published.
15	Submit a Call Report to Manager Advertising of all meetings the Agency has with the Advertiser and or its representatives within Twenty Four (24) hours of the meeting.
16	Appoint an Account Director, who will provide input recommendations and co-ordinate all matters relating to SriLankan Airline's advertising worldwide at no extra charge, in addition the involvement of senior agency personnel in relation to account handling, creative direction and copy writing wherever necessary, are mandatory
17	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.
18	Monitor and share market insights in relation to pre and post marketing/ communication campaigns of SriLankan Airlines
19	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.
20	At the end of each contract year, the agency shall submit a comprehensive report detailing and showcasing all work carried out during that year, in a consolidated and printable document format.
21	In instances where the agency is requested to present concepts for including but not limited to brand campaigns, 360-degree integrated campaigns, destination launch campaigns, or other large-scale projects, the agency shall conduct extensive market research and any other pertinent analysis, and present such research findings alongside the proposed campaign concept(s).

Annexure I: Advertising Briefs

Advertising Brief A: Brand Campaign

Name of the job: Brand campaign for SriLankan Airlines

Communication Focus

- **Background**

SriLankan Airlines, the National Carrier of Sri Lanka, operates an extensive global network (including codeshare partners) of 120 destinations in 60 countries around the world. Its direct route map covers major cities across Europe, Australia, Middle East, Indian Subcontinent, Southeast Asia and the Far East. As a full-service carrier and a member of the **oneworld** alliance, the airline represents the warmth, heritage, and hospitality of Sri Lanka on the global stage.

In an increasingly competitive aviation landscape — both regionally and globally — the airline seeks to strengthen its brand positioning, enhance perception, and drive preference among key target segments. The brand campaign is expected to reinforce SriLankan Airlines' unique identity while elevating its appeal in both local and international markets.

- **Objective to be achieved**

- a) Position and establish a brand promise and image for the airline that would carry through the campaign for the Airline as an international brand that connects Sri Lanka to the world. (Strengthen overall brand equity and global brand recall)
- b) To create awareness and interest for passengers to opt for SLA on their next trip in exploring Sri Lanka.
- c) To create a sense of pride amongst its local market as the National Carrier and its current standing of being internationally recognized and its product offering being up to par globally
- d) Drive brand preference over competing regional carriers.

The campaign should deliver both emotional resonance and commercial relevance.

- **Psychographics and demographics of target group** (who are they and what are they looking for?)

The agencies can elaborate on the psychographics and demographics of target groups as per the findings and proposed as per the concepts presented.

- **Consideration for creative angle**

Agencies are required to present one concept for comprehensive brand campaign for SriLankan Airlines. The agencies need to focus on all regions and key markets within the network of SLA.

- **Media Plan**

A 360 degree campaign covering Above the line (ATL), Below the line (BTL) and Through the line (TTL) mediums
Language – English (Sinhala and Tamil languages are preferred for the home market)
The media mixes are to be prioritized and proposed as per key markets by the agencies.

Advertising Brief –B : Destination campaign

Name of the job: Campaign promoting Sri Lanka out of PAN India

Communication Focus

- **Background**

India remains one of the most important and high-potential source markets for Sri Lanka tourism. With close geographical proximity, cultural ties, increasing disposable income, and strong air connectivity, India presents significant opportunity for short-haul leisure, Ramayana Trail, MICE, wedding, and experiential travel.

SriLankan Airlines operates multiple frequencies to key Indian cities, offering convenient connectivity to Colombo and beyond. With evolving travel preferences among Indian consumers — including demand for curated experiences, luxury escapes, destination weddings, and quick international getaways — Sri Lanka is well positioned as a premium yet accessible destination.

India is the single largest market of SriLankan Airlines in terms of passenger numbers, revenue generation and online points in one country. The country has also been the number one tourism source market for Sri Lanka over the last few years.

- **Objectives to be achieved**

- a) To promote and strengthen Sri Lanka on SriLankan Airlines as the most preferred destination for travellers.
- b) Position Sri Lanka as the most desirable short-haul international getaway for Indian travellers.
- c) Promote Sri Lanka as a versatile destination (leisure, luxury, romance, family, spirituality, adventure).
- d) To create awareness on convenient connections between India to Colombo and beyond destinations.
- e) To create top of mind awareness on the superior products and services that will better serve its customers and their refined requirements, in keeping true to its brand promise.
- f) To promote why passengers should choose SriLankan Airlines over other carriers: position the airline as the only airline to offer non-stop flights to and from Sri Lanka.

The campaign must stimulate aspiration while supporting measurable travel intent.

- **Psychographics and demographics of target group** (who are they and what are they looking for?)

An in-depth analysis of the psychographics and demographics of target group to be researched and presented.

- **Consideration for creative angle**

A comprehensive campaign out of India promoting Sri Lanka on SriLankan Airlines

- **Media Plan**

Advertising medium:

360-degree campaign Above the line (ATL), Below the line (BTL) and Through the line (TTL) mediums to reach all identified segments – Agency to recommend media mix and split.

Language: English and other applicable languages to reach the audience

Advertising Brief – C : Campaign for FlySmiLes

Name of the job: Brand Campaign for FlySmiLes – Loyalty Programme of SriLankan Airlines

Communication Focus

- **Background**

FlySmiLes is the frequent flyer programme of SriLankan Airlines, designed to reward loyal passengers with miles, tier privileges, upgrades, and exclusive benefits across travel and lifestyle partners. As the loyalty arm of SriLankan Airlines — a member of the **oneworld** global airline alliance — FlySmiLes members are able to earn and redeem miles across the alliance network, while enjoying tier recognition and benefits worldwide.

Through **oneworld** connectivity, members gain access to a global network of leading international airlines, priority services, lounge access, and seamless global travel privileges. This significantly enhances the value proposition of FlySmiLes beyond SriLankan Airlines' own route network.

Despite its strong international backing and rewarding structure, awareness, understanding of benefits, and active engagement levels require strengthening — particularly among emerging traveller segments and younger audiences.

In a competitive environment where multiple airline loyalty programmes and co-branded credit cards compete for attention, FlySmiLes must be positioned as a globally connected, rewarding, and aspirational lifestyle programme.

The campaign should reposition FlySmiLes not merely as a mileage programme, but as a gateway to global recognition and smarter travel.

- **Objective to be achieved**

- a) Increase awareness of FlySmiLes and its global benefits (including **oneworld** privileges).
- b) Drive growth in new member enrolments.
- c) Improve engagement and active participation among existing members.
- d) Increase mileage accrual through flights on SriLankan Airlines and **oneworld** partner airlines.
- e) Promote tier progression and elite status recognition.
- f) Reinforce loyalty and repeat travel behavior.
- g) Increase traffic to the website www.flysmiles.com

The campaign must clearly communicate the value of joining FlySmiLes — both locally and globally.

- **Psychographics and demographics of target group** (who are they and what are they looking for?)

An in-depth analysis of the psychographics and demographics of target group to be researched and presented.

- **Consideration for creative angle**

The agency to develop a comprehensive campaign to ensure providing details on positioning strategy of FlySmiLes

- **Media Plan**

Advertising medium:

360-degree campaign Above the line (ATL), Below the line (BTL) and Through the line (TTL) mediums to reach all identified segments – Agency to recommend media mix and split.

Language: English and other applicable languages to reach the audience