



**INVITATION FOR PROPOSAL FOR  
PROVISION OF  
DESIGNING, PRINTING AND PUBLISHING OF THE SRILANKAN AIRLINES INFLIGHT MAGAZINE “SERENDIB”**

**REFERENCE NO: MKT/RFP/SERENDIB 01/2019**

**SRILANKAN AIRLINES  
MARKETING DIVISION  
AIRLINE CENTRE  
BANDARANAIKE INTERNATIONAL AIRPORT  
KATUNAYAKE**

## **Section I. Instructions to Suppliers (ITS)**

<b>A: General</b>	
1. Scope of Bid	<p>1.1 SriLankan Airlines invites you to submit a proposal for the designing, printing and publishing of the SriLankan Airlines inflight magazine Serendib as per the conditions in Section III – Scope of deliverables expected from Publishing houses having the experience of handling international airline/hospitality/travel or lifestyle brands.</p> <p>Upon receipt of this invitation you are requested to acknowledge the receipt of this invitation and your intention to submit a proposal by duly filling and submitting the Bid Acknowledgement Form given in Section IV</p>
<b>B: Contents of Documents</b>	
2. Contents of Documents	<p>2.1 The documents consist of the Sections indicated below.</p> <ul style="list-style-type: none"><li>• Section I. Instructions to suppliers</li><li>• Section II. Data Sheet</li><li>• Section III. Scope of Deliverables</li><li>• Section IV: Bid Acknowledgment Form</li><li>• Sections V. Proposal Submission Form</li><li>• Section VI. General Conditions</li><li>• Supplier Information</li></ul> <p>Annexure A :Financial proposal format</p> <ul style="list-style-type: none"><li>• Annexure B : Sample Contract Agreement</li></ul>
<b>C: Preparation of Proposal</b>	

3. Documents Comprising your Proposal	<p>3.1 The document shall comprise the following:</p> <ul style="list-style-type: none"> <li>• Sections IV - Proposal Submission Form</li> <li>• Annexure A –Financial proposal format</li> <li>• Editorial Specifications</li> </ul>
4. Proposal Submission Form and Editorial Specifications and Financial proposal format	<p>4.1 The supplier shall submit the Proposal 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>All blank spaces shall be filled in with the information requested.</p>
5. Financial Proposal	<p>5.1 The estimated minimum annual guarantee quoted for the contractual period of three years shall be the total value of the proposal.</p> <p>5.2. The minimum guarantee for the first year of the contract should be stated in USD, and the supplier shall state the proposed increase of revenue in percentages for the second and the third years consecutively. These percentages will be subject to negotiation prior to agreement.</p> <p>5.2. The supplier shall submit the proposed advertising rate card for the first year and those pertaining to the 2<sup>nd</sup> and the 3<sup>rd</sup> year upon negotiation and agreement of incremental revenue percentages.</p> <p>5.3 The minimum annual guarantee for the first year and the percentages of the revenue increases for the 2<sup>nd</sup> and 3<sup>rd</sup> years shall be fixed during the contractual period and not subject to variation on any account.</p>
6. Currency	<p>6.1 The suppliers shall quote only in US Dollars (USD)</p>

7. Documents to Establish the Conformity of the services	7.1 The supplier shall submit a timeline of operations as a publishing house inclusive of years in which it was commissioned by globally reputed clients as the publisher of their magazines, editorial strength, marketing strength, at least two testimonials from its most recent international clients, at least two of the latest issues of such magazines currently produced by the publishing house, dummy magazines with the recommended paper types with unit weight of each specified, 5 cover options conforming to the proposed design, visuals elaborating proposed layout/design elements, proposed rate card for advertisers, an outline of the digital plan and an overview of artistic and editorial rationale.
8. Period of Validity of the bid	8.1 Bids shall remain valid for a period of hundred and twenty (120) days after the proposal submission deadline date.
9. Format and Signing of proposal	9.1 The proposal shall be typed or written in permanent ink and shall be signed by a person duly authorized to sign on behalf of the Agency. Please ensure all documents are duly signed and stamped in the given area when forwarding.
<b>D: Submission and Opening of Proposals</b>	
10. Submission of Proposals	1. 10.1 Suppliers shall submit their proposals along with supporting documents and content as sealed bids by registered post/courier addressed to Mr. Saminda Perera, Senior Manager Marketing SriLankan Airlines to the address given in the Data Sheet. The sealed envelopes should bear the specific reference number of the bid document.
11. Deadline for Submission of Proposals	11.1 Proposals must be received by the Airline at the postal address set out in Section II, "Data Sheet", and no later than the date and time as specified in the Data Sheet.
12. Late Proposals	12.1 The Airline shall reject any proposal that arrives after the deadline for submission of proposals in accordance with ITS Clause 11.1 above.

13. Opening of Proposals	<p>13.1 The Airline shall conduct the opening of proposals by the selected Bid Opening Committee at the airline's offices at the address, date and time specified in the Data Sheet.</p> <p>13.2 A representative of the suppliers may attend the bid opening if they wish and mark its attendance. Those who wish to be present at the bid opening should inform in advance the Airline representative assigned to handle inquiries pertaining to this RFP along with their details of identity in order to facilitate the security clearance.</p> <p>13.3 Presence of the supplier, will not necessarily ensure the selection of their proposal.</p>
<b>E: Evaluation and Comparison of Proposal</b>	
14. Clarifications	<p>14.1 To assist in the examination, evaluation and comparison of the proposals, the Airline may, at its discretion, ask any supplier for a clarification of its proposal. Any clarification submitted by a supplier in respect to its proposal which is not in response to a request by the Airline shall not be considered.</p> <p>14.2 The Airline's request for clarification and the response shall be in writing.</p>
15. Responsiveness of Proposals	<p>15.1 The Airline will determine the responsiveness of the supplier to the documents based on the contents of the bid received.</p> <p>15.2 If a proposal is evaluated as not substantially responsive to the documents issued, it may be rejected by the Airline.</p>

16. Evaluation of proposals	<p>16.1 The items will be subjected to a Technical Committee for evaluation based on the following criteria:</p> <ul style="list-style-type: none"> <li>I. Profile and the track record of the company with experience of providing publication services to globally reputed airline/hospitality/travel or lifestyle brands</li> <li>II. Details of work of similar nature- submitted samples</li> <li>III. Details of design/ layout set up for the proposed magazine, including cover options, inner pages, fonts, article categories, editorial conceptualization</li> <li>IV. Details of editorial set up- design team, editorial team, production team, ability to secure permission/consent/licence/ rights relevant to publishing certain content.</li> <li>V. Printing and other facilities available in the company/ if outsourced, details of agencies/companies through whom printing is most likely to be done.</li> <li>VI. Sample advertising rate cards</li> <li>VII. Outline plan of digital version and proposed interactive features.</li> </ul>
17. The Airline's Right to Accept any proposal, and to Reject any or all proposals.	17.1 The Airline reserves the right to accept or reject any proposal, and to annul the process and reject all proposals at any time prior to acceptance, without thereby incurring any liability to suppliers.
<b>F: Award of Contract</b>	
18. Acceptance of the proposals	18.1 The Airline will accept the proposals of the Supplier whose offer is not necessarily the highest evaluated bid and is substantially responsive to the documents issued.
19. Notification of acceptance	19.1 The Airline will notify the successful Supplier, in writing, that its proposal has been accepted.

## **SECTION - 01**

### **GENERAL INSTRUCTIONS TO SUPPLIERS**

**MKT/RFP/SERENDIB 01/2019**

#### **REQUEST FOR PROPOSAL FOR DESIGNING, PRINTING AND PUBLISHING OF THE SRILANKAN AIRLINES INFLIGHT MAGAZINE 'SERENDIB'**

### **1. GENERAL INFORMATION AND INSTRUCTIONS**

#### **A. Purpose of the Request for Proposal**

The purpose of this request for proposal is for SriLankan Airlines Ltd to appoint a publishing house for designing, printing and publishing the Airlines' inflight magazine Serendib.

This RFP states the instructions for submitting proposals, the procedure and criteria by which a supplier may be selected and the contractual terms by which SriLankan Airlines proposes to govern the relationship between the airline and the selected supplier.

#### **B. Time and date for submission**

Proposals must be submitted by registered post or through courier before 1000 hrs Sri Lankan Time (GMT + 5.30) September 9, 2019 to;

Saminda Perera  
Senior Manager Marketing  
Marketing Division  
SriLankan Airlines Limited  
Airline Centre  
Bandaranaike International Airport  
Katunayake  
Sri Lanka

2. SriLankan Airlines invites proposals from eligible parties and the proposals shall be in English Language and submitted in a sealed envelope addressed to the above mentioned recipient.
3. All proposals received after time and date specified for submission shall be considered late and non-responsive and will not be evaluated for award.

#### **C. Clarification and additional Information**

Should any clarification and/or additional information in respect of the Request for Proposal be required, this can be requested in writing from:

Dawpadee Lorensuhewa  
Acting Editorial and Publications Manager  
Marketing Division  
SriLankan Airlines Limited  
Airline Centre  
Bandaranaike International Airport  
Katunayake  
Sri Lanka

E-Mail: [dawpadee.kawshalya@srilankan.com](mailto:dawpadee.kawshalya@srilankan.com)

**Requests made after this date will not be entertained.**

All information provided by SriLankan Airlines to any supplier shall be passed on simultaneously or as soon as possible to other participating suppliers in order to keep this Request for Proposal on a comparable basis.

#### **D. Understanding the Scope of Services**

The supplier shall make itself fully aware of SriLankan Airline's requirements, conditions and other matters which may affect the proposal.

The supplier 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 supplier to deviate from performing the Scope of Services if successful.

#### **E. Duration of the Agreement**

The agreement shall be effective for a period of 03 years from the date of award of contract.

#### **F. Annual minimum guarantee**

The annual minimum guarantee for the contractual period of 3 years in nett value of USD.

#### **G. Shortlisting and Presentation**

SriLankan Airlines reserves the right to shortlist suppliers 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.

#### **H. Other conditions**

SriLankan Airlines reserves the right to:

- ❖ Modify any part of this Request for Proposal including the deadline for submission and waive any minor defect contained therein.
- ❖ Reject any or all submissions and assumes no responsibility or liability



- whatsoever to the suppliers.
- ❖ Accept the proposal most advantageous to it at its absolute discretion.

#### **I. Confidentiality of “Request for Proposal” Documents**

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

Under no circumstance should any supplier participating in this Request for Proposal approach any Publishing House which is currently handling SriLankan Airlines’ Editorial Services on the subject of this Request for Proposal.

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

#### **J. 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.

#### **K. 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.

### **2. RESPONSE REQUIREMENTS**

Suppliers are advised to carefully follow the instructions listed below in order to be considered fully responsive to the RFP. The information shall be organized in the order list below to assist SriLankan Airlines in reviewing the proposals received.

### **3. ELIGIBILITY CRITERIA**

Bids of the Suppliers who fulfill the following pre-qualification requirements, and submit documentary proof thereof along with the Bid, will only be eligible. A sample format of the evaluation criteria is provided below for reference. Evaluation criteria will be based on a total of 100 points.

- I. The Publishing House should have adequate staffing, facilities and financial standing to provide required services as stipulated in the scope of work.
- II. Should ideally possess at least 10 years of successful experience related to the scope of work defined below of which 3-5 years of valid EDITORIAL AND PUBLICATIONS experience in publishing magazines for reputed global brands pertaining to airline/hospitality/travel or lifestyle industries. (Submit a copy establishment/incorporation certificates).

#### Evaluation Criteria Format

Name of the Publishing House	Marks per component	Total per unit
<u>1. Profile and track record of the company</u>  -Business registration/certificate of incorporation/ audited financial accounts for the past three years <b>(6 marks)</b>  -Awards/ratings <b>(one mark per an international accolade up to maximum of 6 marks)</b>		
<u>2. Editorial strength</u>  -Designated teams for content creation, photography, design <b>(6 marks)</b>  -Celebrity columnists <b>(2 marks)</b>  -Celebrity photographers <b>(2 marks)</b>		
<u>3. Marketing strength</u>  -Designated team for advertising/client sourcing <b>(2 marks)</b>  -Testimonials from existing non-airline clients <b>( 4 marks)</b>  -Testimonials from international airline clients <b>( 4 marks)</b>  -Testimonials from airlines who are existing clients <b>( 2 marks)</b> <b>(0.5 marks per testimonial)</b>		

<u>4.Latest publications of the publishing house</u> <ul style="list-style-type: none"> <li>- Reputed international publications/ Franchises <b>(One mark per each magazine up to 4 marks)</b></li> <li>- Inflight magazines of international airlines <b>(two marks for each magazine up to a maximum of 8 marks)</b></li> </ul>		
<u>5.Dummy magazine options with recommended paper types</u> <ul style="list-style-type: none"> <li>- Paper quality <b>(3 marks)</b></li> <li>- Unit weight/size <b>(3 marks)</b></li> <li>- Print quality <b>(5 marks)</b></li> <li>- Quality of binding <b>(3 marks)</b></li> </ul>		
<u>6.Cover options</u> <ul style="list-style-type: none"> <li>- Image selection <b>( 5 marks)</b></li> <li>- Arrangement of logos <b>(5 marks)</b></li> </ul>		
<u>7.Visuals elaborating proposed design</u> <ul style="list-style-type: none"> <li>- Content presentation <b>(4 marks)</b></li> <li>- Proposed fonts and color schemes <b>(3 marks)</b></li> <li>- Applicability of elements across types of content (Use of factoids, blurbs, maps, check lists, tips, trivia) <b>( 3 marks)</b></li> </ul>		
<u>8. Editorial outlook</u> <ul style="list-style-type: none"> <li>- Proposed content types/categories <b>(4 marks)</b></li> <li>- Portrayal of Sri Lanka <b>(3 marks)</b></li> <li>- Novelty of story angles <b>( 3 marks)</b></li> </ul>		

<u>9. Outline of the digital plan</u>  - Availability of the magazine on Google Play Store and App Store <b>( 3 marks)</b>  - Resources to build and maintain the website/blog <b>( 3 marks)</b>  - Contribution of amalgamated content for corporate digital platforms <b>( 4 marks)</b>		
<b>TOTAL</b>		

**\*The evaluation score and the minimum annual guarantee of each supplier will be taken into consideration for shortlisting.**

## Section II: Data Sheet

ITS Clause Reference	
1.1	The Airline is: SriLankan Airlines Address: Marketing Division, SiLankan Airlines Limited, Airline Centre, Bandaranaike International Airport Katunayake Sri Lanka
11.1	Deadline for submission of proposals is before September 9, 2019 before 1000 hrs Sri Lankan time (GMT+5.30)

### Section III – Scope of Deliverables

SriLankan Airlines is looking for a leading publishing house for designing, printing and publishing of the SriLankan Airlines inflight magazine, Serendib.

In the case of carrying out the above the publishing house shall:

#	Scope of Work
1	Provide all such services as may reasonably be required in order to produce and publish the Magazine and in particular editorial, art direction, illustration, photographic and paste-up services.
2	Be responsible for the accuracy, timeliness and appropriateness of editorial content of Serendib Magazine (but SriLankan Airlines retains a veto over any proposed content and the right to suggest editorial topics and other content as well as revisions and amendments to any articles and layouts.)
3	Ensure that the Magazine contains all required reading material supplied by SriLankan Airlines together with high standard of general editorial features, illustrated with full color photographs and illustrations
4	Undertake to ensure all permission/consents/licences/rights necessary for the production and publishing of the Magazine and pay all fees/licences/royalties required.
5	Will submit to SriLankan Airlines' Marketing Department for approval, an editorial line up 12 weeks prior to each issue of publication and synopsis of each article in English.
6	Inform SriLankan Airlines of all sub-contracting of its obligations to third parties. And SriLankan Airlines, may, if in its reasonable opinion feel that such sub-contracting will affect the performance of supplier's obligations or is in conflict with the interest of SriLankan Airlines, refuse consent to such sub-contracting
7	Permit SriLankan Airlines to reproduce any articles, photos, maps and illustrations created for the magazine in any other medium or platform of SriLankan Airlines
8	Will canvass and sell all advertising space in Serendib magazine. All sales costs will be borne by the supplier. SriLankan Airlines will provide guidelines on the types of advertisers or advertisements that would not be acceptable and will retain to refuse any advertiser or advertisement if it broadly deemed offensive, inappropriate, or not in keeping with the Airline's brand values and customer tastes.
9	Be responsible for the total costs and expenses of producing, publishing and transporting Magazine to the Airline's Head Quarters and Corporate Offices.

10	Deliver 14,900 copies of the magazine to Bulk Stores, Airline Centre, Bandaranaike International Airport, Katunayake and 100 copies to SriLankan Airlines' Marketing Division, Airline Centre, Katunayake, 3 working days before the 1 <sup>st</sup> of each month at zero cost to the airline.
11	Shall pay to the Airline a monthly revenue fee, proportionated accordingly from the minimum annual guarantee.

### Features of the Magazine

- a) **Frequency:** Monthly
- b) **Language:** English. Capacity to translate the magazine into Sinhala/Tamil/Hindi/Chinese/Japanese/Arabic (languages applicable to SriLankan operated markets) will be an advantage
- c) **Minimum Size:** 210 mm (width), 275 mm (height)
- d) **Paper and unit weight:** Between 200g-300g with a minimum of 90 pages and a maximum of 140 pages (including the cover). Suppliers are recommended to propose paper types best suited the purpose, keeping in mind the weight restrictions without compromising on the print quality and outlook of the magazine. (Samples to be furnished with the submission of the bid)
- e) **Color:** All pages will be full color
- f) **Print run:** Copies per issue 15,000 (increased or decreased as required)
- g) **Commencement of publication:** November 2019
- h) **Editorial and Advertising ratio:** The ratio of the written content and advertisement content shall be 60:40 and the parties further agree that at no stage the ratio of the content of advertisement exceed the ratio of editorial content in the magazine. The total half page advertisements out of the total number of advertisements shall be less than 10% in each issue. No quarter page ads will be permitted.
- i) **Date of delivery:** 03 working days prior to the 1st day of each month
- j) **Place of delivery:** 14,900 copies to Bulk Stores of SriLankan Airlines, Katunayake, 100 copies to SriLankan Airlines Marketing Division, Airline Centre, Katunayake
- k) **Required editions:** Apart from the print edition, digital version of the magazine to be produced for IFE system, official website, Google Play and App Store. The ability to host and maintain Serendib website/blog

### Proposed minimum content

- a) A minimum of 10 cover options to be provided based on the articles features in the issue of each publication for selection by SriLankan Airlines.
- b) An editorial message in all three national languages. (English, Sinhala and Tamil)
- c) 70% of the articles should focus on Sri Lanka with other articles featuring destinations operated by SriLankan Airlines.
- d) double spread of the Airlines' route network
- e) 02 pages/spread with the addresses of all SriLankan offices worldwide
- f) 02 pages/spread providing information on features available onboard, including details of connectivity
- g) 01 page providing information on health tips while flying
- h) 02 pages/spread providing a tourist map of Sri Lanka with geographical and social information, travel tips on Sri Lanka
- i) 02 pages providing the yearly events calendar of Sri Lanka and the coming months events at each destination in the SriLankan Airlines route network.
- j) A layout of BIA Airport and facilities
- k) 02 pages/spread of FlySmiLes frequent flyer information, news, promotions, announcements and oneworld member benefits.
- l) 02 pages/spread of **oneworld** content
- m) 8-10 pages of IFE Guide (\* content will be provided by the Airline)
- n) 2-page tri-lingual customer feedback form with a cutter mark
- o) 03 full page full color advertisements of SriLankan Airlines and its related products- first advertisements to be placed within the first 10 pages, second one to be placed in the middle and the third to be placed before the IFE Guide. All SriLankan Airlines advertisements should be placed on the right hand side at all times and shall be published free of charge.
- p) A maximum of one article in Sinhala with a half page summary in English
- q) A maximum of one article in Tamil with a half page summary in English
- r) Each issue of the magazine should contain one photo essay on an aspect of Sri Lanka's ecological, historic or cultural beauty.
- s) All feature articles should contain a minimum of 2 pages and a maximum of 5 pages.
- t) At request of SriLankan Airlines, a minimum of 2 pages to be provided on ad hoc basis in case of publishing vital information on SriLankan Airlines or Sri Lanka given that this would be considered as above the maximum weight/pages stipulated above.
- u) 02 pages/one page of content that would be of interest to children, factoids/trivia with no interactive activities

**\*Suppliers are invited to present their vision for the direction and style of Serendib magazine. They can also propose editorial content that they think should be included in the magazine that would be of interest to the reader.**

#### **Section IV**

#### **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 bid closing date.

INVITATION FOR PROPOSAL FOR PROVISION OF DESIGNING, PRINTING AND PUBLISHING OF THE SRILANKAN AIRLINES INFLIGHT MAGAZINE "SERENDIB"

REFERENCE NO: MKT/RFP/SERENDIB 01/2019

☐ You may expect to receive our proposal on or before

.....

☐ We do not intend to submit a proposal because

.....

.....

.....

Signed : .....

Title : .....

Company : .....



Date : .....

**Section IV – Proposal Submission Form**

[The Supplier 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

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 Scope of Deliverables.[insert a brief description of the deliverables];
- (c) Estimated value of our proposal for three years in words and in figures in (USD value).
- (d) Our proposal shall be valid for the time specified in ITS Clause 8.1
- (e) We understand that our proposal, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us.
- (f) We understand that you are not bound to accept the highest evaluated proposal or any other proposal that you may receive.

Signed: .....

Name: [insert complete name of person signing the Proposal Submission Form]

## Section VI – General Conditions

- I. Supplier” means a member of the senior management of the publishing house or an authorized representative.
- II. Annexure B shall be duly completed and signed by SriLankan Airlines and will be sent to the supplier, subsequent to the successful supplier’s appointment by SriLankan Airlines.
- III. The agreement is valid for a period of 36 months.
- IV. The annual guarantee quoted in Annexure A will be valid for a period of 36 months. It is important for the Supplier to quote a Monthly revenue fee, proportionating the annual guarantee stipulated for the first year and the percentages of revenue increase for the second and third years.
- V. The Supplier shall make available the stipulated services for a period of 36 months. All payments ought to be made in USD.
- VI. Supplier’s registration letters and certificates, audited accounts for the last three years, Company profile, Clientele details & publishing experience shall also be furnished along with this document.

Please note our expected method of receiving payment for the operation are as follows:

Delivery : Monthly invoice issued by SriLankan Airlines

Payment : 30 days from date of invoice

Currency : US Dollars

**SUPPLIER'S INFORMATION**

Company Name:	
Name of the main contact	
Designation	
Address	
Tel	
Fax	
Email	
PO Email (if different)	
PO C.C (if applicable)	

**Please sign and stamp below and send the complete proposal along with the submission**

To be completed by supplier:

## ANNEXURE A – FINANCIAL PROPOSAL FORMAT

RFP No. ....

Name of the supplier: .....

Annual Minimum Guarantee for the first year: .....(in figures USD)

.....(in letters USD)

Monthly revenue fee for the first year\*\*:.....(in figures USD)

.....(in letters USD)

Proposed percentage of incremental revenue for the 2<sup>nd</sup> year: .....

Proposed percentage of incremental revenue for the 3<sup>rd</sup> year.....

(Inclusive/exclusive of taxes) specify taxes (if any).....

Authorized Signature and stamp.....

Date.....

\*The percentages furnished by the supplier will be subject to negotiation

\*\*The monthly revenue fee will be arrived at by proportionating the annual minimum guarantee equally for 12 months.

## **ANNEXURE B - SAMPLE CONTRACT AGREEMENT**

### **AGREEMENT FOR PUBLISHING SERENDIB MAGAZINE**

This Agreement is made and entered on xxxxx of xxxxx 2019, between

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

xxxxxxxxxxxxxxxxxxxx, a company incorporated in xxxxxxxxxxxxxxxxxxxxxxxx bearing the company registration number xxxxxxxxxxxxxxxx and having its registered office at xxxxxxxxxxxxxxxxxxxxxxxx (hereinafter called and referred to as xxxxxxxxxxxx which term or expression shall be where the context so requires or admits mean and include the said xxxxxxxxxxxxxxxx and its successors, assignees and representatives) of the Other Part.

(SriLankan Airlines Limited and xxxxxxxxxxxxxxxxxxxxxxxx shall be collectively referred to as the “Parties” and individually as “Party”)

WHEREAS SriLankan Airlines is a commercial international airline which operates scheduled commercial flights to numerous destinations worldwide

Whereas xxxxxxxxxxxxxxxxxxxxxxxx is an entity engaged in producing and publishing magazines and has the capability of producing and publishing such magazines and desirous of producing inflight magazine for SriLankan Airlines.

And Whereas SriLankan Airlines is desirous of having inflight magazine to be produced and published, for distribution in aircraft operated by SriLankan Airlines.

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

#### **1. APPOINTMENT**

1.1 SriLankan Airlines hereby appoints xxxxxxxxxxxxxxxxxxxx to produce and publish the monthly inflight publication bearing the title “Serendib” (hereinafter called and referred to as “the Magazine”) and xxxxxxxxxxxxxxxxxxxx accepts such appointment on terms and conditions set out herein.

2. xxxxxxxxxxxxxxxxxxxxxxxxxxxx’S RIGHTS, DUTIES AND OBLIGATIONS

In carrying out its duties pursuant to this Agreement, xxxxxxxxx shall:

2.1 Provide SriLankan Airlines with a high quality international standard perfect bound, English language monthly Magazine with a few predetermined articles translated in Sinhala, Tamil or any other language.

2.2 Deliver a minimum number of 15,000 copies of the Magazine per month to the Bulk Stores of SriLankan Airlines at its premises in Katunayake and Marketing Division three working days prior to the commencement of the each month. If SriLankan Airlines requests additional copies based on company requirements, xxxxxxxxx shall fulfil such requirement.

2.3 The unit weight of the Magazine shall be between below 300g with a minimum of xxx pages and a maximum of xxx pages. The minimum size of the Magazine shall be 210mm (w) and 275mm (h) with 8mm xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx. The Magazine shall contain a maximum of 40% advertisements and 60% of editorial content in any one issue. The total quarter page advertisements out of the total number of advertisements shall be less than 5% in each issue.

2.4 Shall provide all services pertaining to production and publishing the Magazine, which includes but not limited to editorial, art direction, illustration, photography, printing, binding and dispatching and shall responsible for total expenses of such services.

2.5 Shall source for writers and photographers with no expense to SriLankan Airlines. The credentials of the writers and the photographers including the writers assigned for destination features shall be forwarded to SriLankan Airlines with sample articles/photographs for its prior approval.

2.6 The articles included in the editorial line-up shall cover below aspects

- Exploring the country: places of interest in Sri Lanka, cultural and historic places, wildlife parks, endemic species, and novelties to explore
- Immersing in the Sri Lankan way of life: Religious processions—Peraheras/ national festivals—Sinhala and Tamil New year, Vesak etc, surfing season, seasonal fruits, food, hot air ballooning, tuk tuk riding
- Two destination in the UL online network, (One-page interview of a celebrity, prominent personality, sports team whose travel is sponsored by SriLankan Airlines when occasion arises)
- Trending ( Tech page, Bestseller books, fashion trends etc.,)
- Our reach ( SriLankan Airlines worldwide contacts, route map, all UL related information, feedback form with the cutter mark)
- #iflysrilankan – social media pictorial containing pics sent by SriLankan Airlines Facebook fans and instagram followers.
- FlySmiLes ( FFP programme news/ oneworld advertorial double spread)
- Kids page(s) with infographics, without interactive activities

2.7 At the request of SriLankan Airlines, a minimum of 2 pages shall be provided on ad-hoc basis in case of publishing vital information on SriLankan Airlines or Sri Lanka without changing the requirement of maximum weight/pages stipulated in Clause 2.3 above.

2.8 The editorial content shall consist of the following which will be subject to yearly review by SriLankan Airlines:

- An editorial message in all 3 national languages. (English, Sinhala and Tamil)
- 02 page spread of the SriLankan Airlines route network map
- 02 pages/spread with the addresses of all SriLankan offices worldwide
- 02 pages/spread providing information on features available on board including details of connectivity
- 01 page providing information on health tips while flying,
- 02 pages/spread providing a tourist map of Sri Lanka with geographical and social information on Sri Lanka.
- 02 pages providing the yearly events calendar of Sri Lanka and the coming months events at each destination in the SriLankan route network plus a minimum of 06 world events.
- A layout of the BIA Airport and facilities.

- 04 pages, out of which 2 pages/spread of FlySmiles frequent flyer information, news, promotions, announcements and oneworld tier benefits and a double spread for oneworld standard content.
- 02 page Tri-lingual Customer feedback form with a cutter mark.
- A minimum of one article in Sinhala and shall contain a minimum of 1 page and a maximum of 3 pages.
- A minimum of one article in Tamil and shall contain a minimum of 1 page and a maximum of 3 pages.
- All articles in English should contain a minimum of 2 pages and a maximum of 5 pages.
- The editorial plan shall be sent by xxxxxx to SriLankan Airlines for approval and SriLankan Airlines shall approve the same within three working days of the receipt of the same, failing which it shall be assumed that such editorial plan has been approved by Sri Lankan Airlines.

2.9 Shall not violate any third party intellectual property rights and shall undertake to secure all permission/consents/licences/rights necessary for the production and publishing of the Magazine and pay all fees/licences/royalties required and be exclusively responsible for the determination of the quality and design of the Magazine and to exclude there from any article or matter sourced by xxxxxxxx or its agents, representatives, employees or servants, which may be defamatory or which may offend generally accepted standards of taste or morals or which may infringe the rights of any third parties including intellectual property rights, rights of proprietary and to ensure that contents of the Magazine comply with all relevant laws, media norms and regulation.

2.10 A dummy copy of the magazine including the advertisements to be submitted to SriLankan Airlines before a minimum of three working days prior to final print run. At least one cover option from each article shall be produced for section.

2.11 All photographs used as illustrations of the articles shall be in accordance with the quality stipulated in the design guidelines and if SriLankan Airlines rules that a photograph or a collection used to illustrate a certain article does not meet the expected standards, SriLankan Airlines has the sole authority to remove the said article from the editorial line up.



- 2.12 Shall ensure that all articles are devoid of spelling and grammar errors, politically, religiously and culturally sensitive statements and contain accurate facts and appropriate language. SriLankan Airlines retains the authority to edit, amend and remove any content at any given time on these grounds.
- 2.13 Shall prominently accommodate full page and double spread advertisements, including at least 5 globally reputed brands. The total half page and quarter page advertisements out of the total number of advertisements shall be less than 10% in each issue.
- 2.14 All advertisements published shall not be offensive, inappropriate or not in keeping up with SriLankan Airline's brand values and customer tastes. SriLankan Airlines shall have the sole authority to reject any advertisement that does not meet above requirements.
- 2.15 Shall re-submit to SriLankan Airlines modified and/or amended drafts of articles or substitute photographs/illustrations in the manner required by SriLankan Airlines in the event that SriLankan Airlines disapproves of any material submitted by xxxxxx for approval.
- 2.16 Shall not publish any text, article, photograph, illustration or other material in the Magazine without the prior approval of SriLankan Airlines.
- 2.17 First SriLankan Airlines advertisement to be placed within the first 10 pages of the Magazine, the second advertisement to be placed in the middle and the third advertisement of SriLankan Airlines to be placed in the latter section of the Magazine.
- 2.18 All SriLankan Airlines advertisements shall be published on the right hand side at all times and shall be published free of charge.
- 2.19 Shall not edit or modify advertising materials submitted by SriLankan Airlines in any way without prior written approval of SriLankan Airlines.
- 2.20 Shall adhere to the design guidelines stipulated by SriLankan Airlines at all times and no change shall be made without the prior consent of SriLankan Airlines.
- 2.21 Shall ensure that the Magazine at all times, matches the stipulated quality standards, in terms of printing, production and binding.
- 2.22 Shall provide digital version of the Magazine in the stipulated format by SriLankan Airlines made available on App Store and Google Play apart from the print edition on or before the first working day of each month for inclusion in the Inflight Entertainment System and SriLankan Airlines website.

2.23 Prior to commencement of production under this Agreement, xxxxxx xxx shall provide SriLankan Airlines, dummies containing five revamped layout designs and five different cover options completely different from the current magazine.

2.24 Prior to commencement of production under this Agreement, shall provide the rate card agreed upon by the Parties. At any point should the rate card be amended, the amendments should be agreed upon by both parties.

2.25 If SriLankan Airlines is of the reasonable opinion that any of the sub-contractors appointed by xxxxx xxxxx may affect the performance of xxxxx xxxx obligations under this Agreement and/or such sub-contracting may be prejudicial to SriLankan Airlines, xxxxxxxxxx shall replace such sub-contracting as required by SriLankan Airlines.

2.26 On the termination of this Agreement, all SriLankan Airlines advertisements and materials in the `possession of xxxxx shall be returned to SriLankan Airlines forthwith and shall not use by xxxxxxx for any other purpose.

2.27 In the event SriLankan Airlines require xxxxxx to withdraw the published magazines due to any factual inaccuracy, distorted or disorderly imagery, colour balancing error or binding error, xxxxx xxxx shall replace such magazines within 3 days devoid of the identified errors for the use of on board for the rest of the period at no cost to SriLankan Airlines.

### 3 SRILANKAN AIRLINES' RIGHTS AND OBLIGATIONS:

In consideration of the services of xxxxxxxxxx to be provided pursuant to this Agreement, SriLankan Airlines shall:

3.1 Promptly give to xxxxxxx all such assistance as xxxxxx may reasonably request, including introductions to such persons, firms or bodies corporate or unincorporated as SriLankan Airlines or xxxxxx consider may be in a position to provide assistance or support to xxxxxx to produce and publish the Magazine.

3.2 Nominate 'Associate Editor' who would be liaising for the supply of required SriLankan Airlines' material and approvals of text, photographs, illustrations and layouts.

3.3 Within three days of receiving the material submitted to it by xxxx, pursuant to Clause 2.10 signify to xxxxxxx its approval or disapproval of such material.

3.4 Provide, and/or where necessary arrange to forward to xxxxxx all relevant descriptive information on SriLankan Airlines that SriLankan Airlines requires to be included in the Magazine, not later than the 13th of the month preceding cover date and keep xxxxx advised of any change within SriLankan Airlines' route network, schedule or any other information that SriLankan Airlines in its discretion considers may affect or improve opportunities for advertising sales.

3.5 Uplift 15,000 and any additional copies ordered by SriLankan Airlines, of the Magazine, produced and published in accordance with the Agreement, from a point agreed to by both parties pursuant to Article 2.2 of this Agreement.

3.6 Encourage organizations that interact with SriLankan Airlines to consider the Magazine as a medium for their advertising.

3.7 Have the right to recommend to xxxx any information or material which it considers suitable for inclusion in the Magazine.

3.10 Permit xxxxx to retain copies (as may be determined and agreed to between the Parties) of each issue of the Magazine for distribution as voucher copies to clients who advertise in the Magazine as well as for canvassing advertising for the Magazine but not for sale.

3.11 Secure all proprietary rights if any arising out of the production and publication of work(s) commissioned by SriLankan Airlines for the Magazine pursuant to this Agreement.

3.12 In the event xxxx fails or delays to submit the printed Magazines within the stipulated time period, SriLankan Airlines may at its discretion subject xxxx to pay liquidated damages of USD xxxxxx per day for each day of delay. Such payment of liquidated damages shall not prejudice SriLankan Airlines rights and/or remedies under this Agreement, at law or in right to terminate this Agreement without compensation and to obtain supply of the services from other sources.

3.14 SriLankan Airlines reserves the right to approach, canvas and enter into collaborations with advertisers who are already included in Serendib, for advertisement opportunities in the Airline's other communications platforms such as but not limited to Inflight Entertainment Systems, Duty Free Catalogue etc.,

#### 4 EXCLUSIVITY AND CONFIDENTIALITY:

4.1 xxxxxxxx agrees that it shall:

(a) Use the Confidential Information of SriLankan Airlines only to fulfill its obligations pursuant to this Agreement;

(b) Treat all Confidential Information of SriLankan Airlines as secret and confidential and shall not copy or disclose any such Confidential Information to any third party;

(c) not, without the express written consent of SriLankan Airlines , disclose the Confidential Information to any person except to any governmental authority or court of law or to any professional advisor or agreed subcontractors, who need access to such Confidential Information for use in connection with the Services and who are bound by appropriate confidentiality and non-use obligations; and

(d) Comply promptly with any written request from SriLankan Airlines to destroy or return any of Confidential Information then in xxxxxxxx power or possession.

4.2 During the term of this Agreement xxxxxxxx undertakes not to publish inflight magazines for other airline/s in Sri Lanka and/or within the Asian subcontinent without SriLankan Airlines' written consent which shall not be unreasonably withheld.

#### 5. FINANCIAL TERMS:

5.1 The total cost and expense of producing and publishing the Magazine shall be borne by xxxxxxxx.

5.2 xxxx will be entitled to collect all monies from advertisements placed in the Magazine.

5.3 xxxxx shall pay SriLankan Airlines the monthly Revenue Fee of USD xxx (minimum guarantee) for every issue of the Magazine during the term of this Agreement (USD xxxxxxxx.00 per annum) xxxxxxxx shall, at the end of each issue share with SriLankan Airlines the advertising revenue details and invoices pertaining to it.

5.4 SriLankan Airlines shall issue an invoice for the Revenue Fee and xxxxx shall settle the invoice within 30 days of the date of invoice.

5.5 In the event xxxx fails to pay the monthly Revenue Fee within 30 days of the date of invoice, a late fee of xx % per month will be charged to outstanding balance from xxxxxx until the total outstanding amount is fully settled.

5.6 In the event xxxxx is required to pay liquidated damages as stipulated in 3.12 the same shall be payable within 30 days of written notification by SriLankan Airlines.

5.7 Notwithstanding anything contained herein, SriLankan Airlines will not be required at any time to pay xxxxxxxx, its agents, sub-contractors for any losses suffered by it (its agents, representatives etc.) as a result of this Agreement and/or the publication and production of the Magazine.

6. TERM AND TERMINATION:

6.1 This Agreement shall commence onxxxxxxxxxxxxxxxx and shall be valid for a period of three (03) years until xxxxxxxxx. This Agreement may be extended for a further period of one (01) year at the mutual consent of the Parties.

6.2 Notwithstanding the above, SriLankan Airlines may terminate this Agreement immediately by giving written notice to xxxxxxx in the event xxxx ceases to hold valid Commercial Registration/Licences as required to carry on business as envisaged under this Agreement.

6.3 Notwithstanding the above, either Party may terminate this Agreement on whatsoever grounds by giving to the other three (03) months written notice. Such termination shall take effect upon the expiry of the notice period.

6.4 Either Party may terminate this Agreement forthwith by giving written notice to the other upon the occurrence of any of the following events:

(a) If the other Party is in breach of any of the terms or conditions of this Agreement and fails to rectify the breach within seven (07) days of notification of the breach;

(b) If other Party persistently breaches the provisions of this Agreement;

(c) If the other Party enters into liquidation whether compulsory or voluntary (otherwise than for the purpose of amalgamation or reconstruction) or compounds with or enters into a scheme of arrangement for the benefit of its creditors or has a receiver appointed of all or any of its assets or takes or suffers any similar action in consequence of debt; or

(d) If the other Party shall cease substantially to carry on trade or shall threaten to cease substantially to carry on its trade or business.

(e) Anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to that other party.

6.5 Any termination of this Agreement howsoever occasioned shall be without prejudice to the accrued rights and liabilities of either Party.

## 7 INDEMNITY:

7.1 xxxxx shall indemnify and hold harmless SriLankan Airlines free and clear from and against any and all losses, costs (including legal costs), expenses, claims, damages and liabilities that may arise pursuant to this Agreement, in particular pursuant to (but not limited to) any:

(a) Violation of any act or legislation or applicable laws concerning media or other publicity or the social, cultural and political sensitivities prevalent in the Sri Lanka;

(a) violation or alleged violation of any intellectual property rights or copyright infringement of third parties by any information, representation, reports, data, articles, photographs or other material published in the Magazine,

(b) publication of any material that is defamatory or which may offend generally accepted standards of taste or morals;

(c) invasion or alleged invasion of any privacy rights of any person(s) by the publication of any material in the Magazine;

(d) publication or production of any material in the Magazine without the prior written consent of SriLankan Airlines or other necessary or required approvals as stated in Clause 7.3 below; and/or

(e) Breach by xxxx of its obligations in the production and supply of the Magazine.

(f) Any injury to the third party or damage to property of third party in the production and supply of the Magazine.

Provided further that xxxxxx shall under no circumstances exempt itself, waive and/or reduce the liability undertaken pursuant to this Agreement on account of SriLankan Airlines' right to veto, reject and/or approve any material under this Agreement whether such right is exercised or not.

7.2 SriLankan Airlines agrees to indemnify and hold harmless xxxxxxx from and against any and all losses, claims, damages, expenses or liabilities as may be incurred based upon any information, representation, reports, data, articles, photographs or other material furnished by SriLankan Airlines for use by xxxxx and/or to be used in the Magazine, provided that such said information, representation, report, data, article, photograph or other matter is published or used by xxxxxxx without amendment and/or alteration.

7.3 SriLankan Airlines and xxxxxxx agree that neither xxxxx nor SriLankan Airlines shall use any material including text, article, photograph or the material used in the publication of the Magazine otherwise than in the publication of the Magazine without the prior written consent of the other and where appropriate, the written consent of the author/artist.

7.4 xxxxxxx shall under no circumstances exempt itself, waive and/or reduce the liability undertaken pursuant to this Agreement , on account of SriLankan Airlines right to veto, reject and/or approve any material published under this Agreement whether such right is exercised or not.

7.4 The indemnity provided by xxxxxxx and SriLankan Airlines under/pursuant to this Agreement shall survive the termination or early expiration of this Agreement.

## 8. GOVERNING LAW AND DISPUTE RESOLUTION

8.1 This Agreement shall be governed by the laws of the Democratic Socialist Republic of Sri Lanka. Both Parties hereby submit to the exclusive jurisdiction of the courts of Sri Lanka.

8.1 All disputes arising in connection with the present contract may be finally settled by arbitration conducted under Arbitration Act No.11 of 1995 of Sri Lanka by one or more arbitrators. The place of arbitration shall be Colombo, Sri Lanka and shall be conducted in English.

## 9 FORCE MAJEURE:

9.1 In the event that either Party shall be wholly or partly unable to carry out its obligations under this Agreement by reasons or causes beyond its control, including by way of illustrations, acts of God, or the public enemy, fire, floods, explosions, epidemics, insurrection, riots or other civil commotion, war, Government order or by any other cause which it could not reasonably be expected to foresee or to avoid (excluding labour strikes and labour disputes) , then the performance of its obligations in so far as they are affected by such cause shall be excused during the continuance of any inability so caused. Such cause(s) shall however as far as possible be remedied by the affected Party with all reasonable dispatch.

9.2 Notwithstanding the above, each Party shall give the other, as soon as possible, notice of the occurrence or imminent occurrence of an event as indicated above and where such notice is given verbally, it shall be followed immediately in writing.

## 10. WARRANTY

10.1 xxxxxxx represents, warrants and covenants that it :

- (a) shall perform the services in a reasonable and professional manner, with reasonable skill, care and diligence, and by using qualified personnel who are trained and skilled in the performance of the service;
- (b) has the corporate power and authority to enter into this Agreement
- (c) the services performed by xxxx shall meet and conform with all requirements set out in this Agreement and be of satisfactory quality;
- (d) shall assume sole responsibility for compliance with all applicable legislation, rules, regulations, by-laws, and/or recommendations in relation to the provision of the services and/or the personnel performing the services, including but not limited to intellectual property rights , operational, safety measures and/or labour issues, whether or not they are imposed by governmental or regulatory authorities. xxxxxxx shall liable for and indemnify SriLankan Airlines against any fines or penal sanction of any imposed by any governmental or regulatory authority for breaches of any law governing or regulating the provision of the services and/or the personnel performing the services.

## 11. TRADEMARK USE

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

## 12. NO PARTNERSHIP

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

## 13. GENERAL:

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



13.2 Nothing in this Agreement shall prevent SriLankan Airlines from availing itself of any remedies provided under the General Law in addition to the remedies stipulated in this Agreement.

13.3 This Agreement contains the entire agreement between the Parties and the terms and conditions of this Agreement shall not be waived otherwise than by an instrument in writing of even date herewith or subsequent hereto executed by or on behalf of SriLankan Airlines or xxxxxxxx.

13.4 In the event any term or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such term or provision shall in no way affect any other term or provision herein contained

13.5 Any notice or other communication required or authorized by this Agreement to be served or given by either Party to the other shall be deemed to have been duly served or given if in writing and

- (a) left at or sent by prepaid registered post to the address set out herein; or
- (b) sent by telex or telegram to such place of business and confirmed by prepaid registered post, similarly addressed, within 24 hours of the dispatch of such telex or telegram;

In the case of SriLankan Airlines to:

Mr. Saminda Perera  
Marketing Division  
Airline Centre  
Bandaranaike International Airport  
Katunayake  
Sri Lanka.

E-mail : Saminda.perera@srilankan.com  
Fax : +94 (0) 19733 5141  
Telephone 0197331400

In the case of xxxxxxxx to:

E-mail :  
Fax :  
Telephone:

In witness whereof the Parties hereto have caused their authorized signatories to place their hands hereunto and to one other of the same tenor on the date first referred to above in Colombo.

For and on behalf of  
SRILANKAN AIRLINES LIMITED

For and on behalf of  
xxxxxxxxxxxxxxxxxxxxxxxxxxxx

.....

.....

Name: xxxxxxxxx  
Designation:  
xxxxxxxxxxxxxxxx

Name: xxxxxxxxxxxxxxxxx  
Designation: xxxxxxxxxxxxx

.....

.....

Name: xxxxxxxxx  
Designation: xxxxxxxxxxxxxxxxx

Name: xxxxxxxxxxxxxxxxx  
Designation: xxxxxxxxxxxxxxxxx