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සීමාසහිත ශ්‍රී ලන්කන් ගුවන් සේවා සමාගමේ ගුවන්යානා ඇණිය ප්‍රතිස්ථාපනය කිරීම සම්බන්ධයෙන් පාර්ලිමේන්තුවේ පොදු ව්‍යාපාර පිළිබඳ කාරක සභාවේ ඉල්ලීම පරිදි විගණකාධිපති විසින් ඉදිරිපත් කරනු ලබන විශේෂ විගණන වාර්තාව

1. **විධායක සාරාංශය**

2008 වර්ෂයේදී එමිරේට්ස් සමාගම විසින් ශ්‍රී ලන්කන් ගුවන් සේවා සමාගමේ කළමනාකරණයෙන් ඉවත් වන විට සමාගමේ මෙහෙයුම් අලාභය රු. මි. 4,428 ක් විය. ඒ අවස්ථාව වන විට සමාගම විසින් A320 වර්ගයේ ගුවන් යානා 05 ක්, A330-200 වර්ගයේ ගුවන් යානා 04 ක් හා A340 – 300 වර්ගයේ ගුවන් යානා 05 ක් ලෙස මුළු ගුවන් යානා 14ක් ධාවනයේ යොදවමින් පැවතුණි.

2009 වර්ෂයේදී ශ්‍රී ලංකාවේ වසර 30 කට ආසන්න කාලයක් පැවති සිවිල් යුද්ධය නිමවීමත් සමඟ වැඩිවන දේශීය හා විදේශීය ඉල්ලුම සපුරාලිය හැකි පරිදි ගුවන් සේවය ප්‍රතිව්‍යුහගතකරණය කිරීමේ අවශ්‍යතාවය හඳුනා ගෙන සමාගම විසින් 2010/2011 – 2014/2015 වර්ෂ 05 ක කාල සීමාව සඳහා වූ ව්‍යාපාරික සැලැස්මක් සකස් කර තිබුණි. එම සැලැස්ම පසුව අන්තර්ජාතික උපදේශන සමාගමක් මගින් වලංගුගත කරවා ගෙන තිබූ අතර එම සැලැස්ම පරිදි සමාගමේ ප්‍රධාන අංශ 05 ක සංවර්ධන අවශ්‍යතා සහ ඒ සඳහා වූ සැලැසුම් සකස් කර තිබුණි. ඒ වන විට සමාගම සතුව පැවති 2014 – 2020 කාලය තුල ජීවිත කාලය ඉකුත් වීම නිසා භාවිතයෙන් ඉවත් කිරීමට නියමිත වූ පටු බඳ ගුවන් යානා 13 ක් වෙනුවට වෙනත් ගුවන් යානා ලබා ගැනීමේ අවශ්‍යතාවය මෙයින් එක් කාර්යභාර්යක් වී තිබුණි. එය ගුවන් යානා ප්‍රතිස්ථාපන වැඩසටහන (Re-fleeting programme) යනුවෙන් හඳුන්වා දී තිබුණි.

එහිදී සමාගමේ කළමනාකරණය විසින් 2013-2021 කාලය තුල ඉහත පරිදි ඉවත් කරන ගුවන් යානා 13 ක් වෙනුවට අලුත්ම පුළුල් බඳ ගුවන් යානා 14 ක්, ධාවනයට එකතු කර ගැනීමට තීරණය කර තිබුණි. මේ යටතේ ආසන ධාරිතාවය 300 ක් පමණ වූ **A** 330-300 නව ගුවන් යානා 6 ක් හා ආසන ධාරිතාවය 330 ක් වූ 2013 වර්ෂයේදී අළුතෙන්ම හඳුන්වා දෙන ලද **A** 350- 900 වර්ගයේ ගුවන්යානා 4 ක් නිෂ්පාදකයා වෙතින් මිලදීගෙන නැවත විකුණා මෙහෙයුම් කල්බදු පදනම මත ලබා ගැනීමටත්, තවත් **A** 350-900 වර්ගයේ නව ගුවන්යානා 4 ක් මෙහෙයුම් කල්බදු පදනම මත ලබා ගැනීමටත් තීරණය කර තිබුණි. ඒ අනුව උපදේශන සමාගම්වල සහාය ලබා ගනිමින් ගුවන්යානා වර්ග තෝරාගෙන ගිවිසුම්වලට එළඹ තිබූ නමුත් ගුවන්යානා මිලදී ගැනීම් සඳහා ලැබීමට පෙර ගෙවීම් (**P**re **D**elivery **P**ayments) සිදුකිරීම, අවසාන මිල ගෙවීම හා එම ගුවන්යානා විකුණා නැවත මෙහෙයුම් කල්බදු ක්‍රමයට ලබා ගැනීම සඳහා කල්බදු හිමියන් සෙවීම සහ වැඩිවන කල්බදු

ගාස්තු මුල්‍යනය සඳහා මුල්‍ය සැලැස්මක් සකස් කර නොතිබුණි. මෙලෙස අධික පිරිවැයක් දරා සමාගමට එකතු කර ගැනීමට නියමිත ගුවන්යානා අදාළ ගුවන් මාර්ගවල සේවයේ යෙදවීම මගින් සමාගමේ ලාභයට කළ හැකි දායකත්වය පිළිබඳව විස්තරාත්මක පිරිවැය ප්‍රතිලාභ විශ්ලේෂණය කළමනාකාරණය විසින් සිදුකර ඉහත තීරණවලට එළඹුන බවට තහවුරු නොවුණි.

ඒ අනුව, ගුවන්යානා ප්‍රතිස්ථාපන වැඩසටහන සඳහා උපදේශන සේවා ලබාගැනීම, ගුවන්යානා මිලදී ගැනීම හා මෙහෙයුම් කල්බදු පදනම මත ලබා ගැනීමේදී ප්‍රසම්පාදන ක්‍රියා පටිපාටි අනුගමනය කිරීම, යන කටයුතු පිලිබඳව කරන ලද පරීක්ෂාවල විස්තර, ඒ පිලිබඳ විගණන නිරීක්ෂණ, නිර්දේශ හා නිගමන මෙම වාර්තාවේ ඇතුලත් කර ඇත.

2. වාර්තාවේ පසුබිම සහ ස්වභාවය

2017 සැප්තැම්බර් 20 දින සීමාසහිත ශ්‍රී ලන්කන් ගුවන් සේවා සමාගමේ කටයුතු පරීක්ෂාව සඳහා පැවති පාර්ලිමේන්තු පොදු ව්‍යාපාර පිළිබඳ කාරක සභා රැස්වීමේදී සීමාසහිත ශ්‍රී ලන්කන් ගුවන් සේවා සමාගමට ගුවන් යානා ප්‍රතිස්ථාපනය කිරීම හා ඊට අදාළ ගිවිසුම් අවසන් කිරීම සම්බන්ධයෙන් වාර්තා 02 ක් ඉදිරිපත් කරන ලෙස විගණකාධිපතිවරයාගෙන් ඉල්ලීමක් කරන ලදී (ඇමුණුම 01). ඒ අනුව සකස් කරන ලද ගුවන්යානා ප්‍රතිස්ථාපනය කිරීම සම්බන්ධ විශේෂ වාර්තාව මෙලෙස ඉදිරිපත් කරනු ලැබේ. පොදු ව්‍යාපාර පිලිබඳ කාරක සභාවේ ඉල්ලීම පරිදි ඉදිරිපත් කළ යුතු ගිවිසුම් අවලංගු කිරීමට අදාල වාර්තාව පසුව ඉදිරිපත් කරනු ලැබේ.

3. අනුගමය කරන ලද ක්‍රමවේදයන්

මෙම වාර්තාව පිළියෙල කිරීමේදී පහත දැක්වෙන ක්‍රමවේදයන් අනුගමනය කරන ලදී.

3.1. ලේඛන පරීක්ෂා කිරීම

පහත 5 ඡේදයේ දැක්වෙන කරුණුවලට යටත්ව, මතු දැක්වෙන ලේඛන පරීක්ෂාවට භාජනය කිරීම.

3.1.1. ජාතික ගුවන් සේවයේ ඉතිහාසය, සීමාසහිත ශ්‍රී ලන්කන් ගුවන් සේවා සමාගම පිහිටුවීම, එමිරේට්ස් ගුවන් සේවය වෙත කොටස් විකිණීම හා නැවත අත්පත් කර ගැනීම පිලිබඳ තොරතුරු සහ ලේඛන

3.1.2. සමාගම ගුවන් සේවයක් ලෙස ක්‍රියාත්මක වීමේ නීතිමය පසුබිමට අදාල අනපනත් හා ලේඛන

3.1.3. සමාගමේ ප්‍රාග්ධන සංයුතියට අදාල ලේඛන

3.1.4. සමාගමේ වර්තමාන තත්ත්වයට අදාල කාර්යමණ්ඩල තොරතුරු, මෙහෙයුම් ප්‍රතිඵල, කාර්යසාධන වාර්තා සහ වාර්ෂික වාර්තා

3.1.5. සමාගම ප්‍රතිව්‍යුහගත කිරීම සඳහා 2010 වර්ෂයේ සිට 2013 වර්ෂය දක්වා සකස් කරන ලද සැලසුම් හා මේ සම්බන්ධ අධ්‍යක්ෂ මණ්ඩල පත්‍රිකා හා තීරණ

3.1.6. සිවිල් ගුවන් සේවා අමාත්‍යාංශයේ වැය ශීර්ෂයට අදාල 2011, 2012, 2013 (ඇමුණුම 08), 2014 හා 2015 වර්ෂ සඳහා වූ අයවැය ඇස්තමේන්තු

3.1.7. 2011 ජූලි 12 දින සිවිල් ගුවන් සේවා අමාත්‍යවරයා විසින් ඇමරිකානු ඩොලර් මිලියන 520 ක් ශ්‍රී ලන්කන් ගුවන් සේවා සමාගමෙහි හිමිකම් ප්‍රාග්ධනය ලෙස වසර 5 ක් තුලදී ආයෝජනය කිරීමට නිර්දේශ කරමින් ඉදිරිපත් කර තිබූ අමාත්‍ය මණ්ඩල සංදේශය (ඇමුණුම 09) සහ ඒ සඳහා වූ අමාත්‍ය මණ්ඩල තීරණය (ඇමුණුම 10)

3.1.8. උපදේශන සමාගම් තෝරා ගැනීම හා මෙහෙයුම් කල්බදු සමාගම් තෝරාගැනීම සම්බන්ධයෙන් වූ ප්‍රසම්පාදන ක්‍රියාපටිපාටියට අදාල ලේඛන සහ ඒ සම්බන්ධ අධ්‍යක්ෂ මණ්ඩල පත්‍රිකා හා තීරණ

3.1.9. "සීබරි" උපදේශන සමාගමෙන් නව ගුවන්යානා මිලදී ගැනීම හා A 330-300 ගුවන්යානා මූල්‍යයනය කිරීම සම්බන්ධයෙන් උපදේශන සේවා ලබා ගැනීමට අදාල වූ අධ්‍යක්ෂ මණ්ඩල පත්‍රිකා හා තීරණ, එළඹී ගිවිසුම්, උපදේශන සමාගම මගින් ලබා දී තිබුණු විද්‍යුත් ඉදිරිපත් කිරීම් හා අවසන් වාර්තා හා ගෙවීම් කරන ලද ලේඛන

3.1.10. ගුවන්යානා මිලදී ගැනීම, මෙහෙයුම් කල්බදු පදනම මත ලබා ගැනීම හා මෙහෙයුම් කල්බදු කාල සීමා දීර්ඝ කිරීමට අදාල ගිවිසුම්

3.1.11. සමාගම වෙත පුළුල්බඳ ගුවන්යානා ලබා ගැනීමට අදාල අධ්‍යක්ෂ මණ්ඩල අනුමැතීන්, අමාත්‍ය මණ්ඩල සංදේශ සහ අමාත්‍ය මණ්ඩල තීරණ

3.1.12. සමාගමේ ගුවන් යානා ඇණිය සම්බන්ධයෙන් ප්‍රධාන තාක්ෂණික නිලධාරි හා මූල්‍ය අංශයෙන් ලබාගත් වෙනත් තොරතුරු

3.1.13. A 330-300 ගුවන්යානා පාකිස්තානු ගුවන් සේවය වෙත ලබා දීම සම්බන්ධ අධ්‍යක්ෂ මණ්ඩල සංදේශ හා තීරණ, එළඹී ගිවිසුම හා හුවමාරු වූ ලිපි

3.1.14. A 330-300 ගුවන්යානා වලට VIP කාමර කට්ටල ලබා ගැනීම සම්බන්ධ අධ්‍යක්ෂ මණ්ඩල සංදේශ හා තීරණ සහ එළඹී ගිවිසුම්

3.1.15. A 350-900 වර්ගයේ ගුවන් යානා මෙහෙයුම් කල්බදු පදනම මත ලබා ගැනීමේ ගිවිසුම් අවසන් කිරීමට අදාල අධ්‍යක්ෂ මණ්ඩල සංදේශ හා තීරණයන්, අමාත්‍ය මණ්ඩල සංදේශ හා තීරණ, ආර්ථික කළමනාකරණ අමාත්‍ය මණ්ඩල අනු කමිටු තීරණ, අවසන් කිරීමේ ගිවිසුම් හා වන්දි ගෙවීම් පිළිබඳ විස්තර

3.1.16. ජාත්‍යන්තර ගුවන් මාර්ග සංකේතාංක, පසුගිය වර්ෂ 05 ක් තුලදී ලැබුණු දායකත්වය, නව ගමනාන්ත හඳුන්වාදීම හෝ නතර කිරීමට අදාල අධ්‍යක්ෂ මණ්ඩල සංදේශ හා තීරණ

3.1.17. අන්තර්ජාලය මගින් ගුවන්යානා වර්ග, ගුවන්යානා නිෂ්පාදකයන්, උපදේශන සමාගම්, ගුවන්යානා කල්බදු සමාගම් ආදිය සම්බන්ධයෙන් ලබාගත් තොරතුරු

3.2. **වෙනත් පරීක්ෂාවන්**

3.2.1. උක්ත ක්‍රියාවලියට අදාලව විවිධාකාරයෙන් ලද තොරතුරු විශ්ලේෂණාත්මකව විග්‍රහයකට ලක් කිරීම.

3.2.2. අදාල පාර්ශවයන් සමඟ සාකච්ඡා කිරීම.

4. **විෂය පථය**

ඉහත 2 ඡේදයෙහි සඳහන් ඉල්ලීම පරිදි සීමාසහිත ශ්‍රී ලන්කන් ගුවන් සේවා සමාගම විසින් 2011 වර්ෂයේදී සකස් කර තිබූ පස් අවුරුදු ව්‍යාපාරික සැලැස්මට (ඇමුණුම 02) අනුව සමාගම වෙත නව පුළුල් බද ගුවන් යානා ප්‍රතිස්ථාපනය කිරීම සඳහා වූ අවශ්‍යතාවය හඳුනා ගැනීම, උපදේශන සේවා ලබා ගැනීම, ප්‍රසම්පාදන ක්‍රියාවලිය, මූල්‍යයනය සහ අමාත්‍ය මණ්ඩල අනුමැතිය ලබා ගැනීම ඇතුළු ගුවන්යානා ප්‍රතිස්ථාපනය කිරීමේ ක්‍රියාවලිය පරීක්ෂා කර වාර්තා කිරීම විෂය පථය වේ.

5. **විෂය පථයේ සීමාවන්**

මෙම වාර්තාවෙන් ඉස්මතු කර ඇති නිරීක්ෂණයන් හා නිර්දේශයන්ට එළඹීමේදී මාගේ විෂය පථය මතු දැක්වෙන සීමාවලට යටත්ව තිබූ බව අවධාරණය කරනු ලැබේ.

5.1. 2011 වර්ෂයේ සිට කටයුතු ආරම්භ කර ඇති මෙම විෂයගත ක්‍රියාවලිය සහ ඒ පිළිබඳ පරීක්ෂණයක් පැවැත්වීමේ කාර්යය විගණකාධිපති වෙත පොදු ව්‍යාපාර පිළිබඳ කාරක සභාව විසින් පැවරුණු වර්ෂය වූ 2017 වර්ෂය අතර වර්ෂ 6 ක කාල පරතරයක් තිබීම.

5.2. ගගන ඉංජිනේරු තාක්ෂණය පිළිබඳ දැනුම සහිත නිලධාරීන් විගණකාධිපති දෙපාර්තමේන්තුව සතු නොවීම හේතුවෙන් තාක්ෂණික කරුණු සම්බන්ධයෙන් අන්තර්ජාතික ගුවන් සේවා උපදේශන සමාගම් මගින් ශ්‍රී ලන්කන් ගුවන් සේවා සමාගම වෙත ලබා දී තිබුණු වාර්තා මත පදනම්ව විගණනය සිදු කිරීම.

5.3. අන්තර්ජාතික වශයෙන් ස්වාධීන හා විශ්වාසනීය තොරතුරු ලබා ගැනීම නොහැකි වීම නිසා ශ්‍රී ලන්කන් ගුවන් සේවා සමාගම විසින් ලබාගෙන තිබූ ගුවන්යානා වල අන්තර්ජාතික මිල ගණන් වල සාධාරණභාවය සම්බන්ධයෙන් ඇගයීමක් සිදුකර නොතිබීම.

5.4. ශ්‍රී ලන්කන් ගුවන් සේවා සමාගමේ බාහිර විගණනය 2015 වර්ෂය අවසානය දක්වාම සමාගමේ අධ්‍යක්ෂ මණ්ඩලය විසින් පත්කර ගන්නා ලද පෞද්ගලික සමාගම් විසින් සිදුකර තිබීම. එනම් ශ්‍රී ලංකා ආණ්ඩුක්‍රම ව්‍යවස්ථාවේ 19 වන සංශෝධනය දක්වාම මෙම විගණන කාර්යය විගණකාධිපතිගෙන් බැහැරව තිබීම.

5.5. ගුවන් යානා මිලදී ගැනීමේ ගිවිසුම් අවලංගු කිරීම සම්බන්ධයෙන් මෙම වාර්තාවේ කරුණු ඇතුලත් නොවීම.

6. **ක්‍රියාවලිය හැඳින්වීම**

මෙහිදී ප්‍රධාන වශයෙන් පහත කරුණු පිලිබඳව පරීක්ෂා කරන ලදී.

6.1. සීමාසහිත ශ්‍රී ලන්කන් ගුවන් සේවා සමාගම පිලිබඳ හැඳින්වීම

6.2. සමාගම වෙනත් රාජ්‍ය ආයතන සමඟ දිගුකාලීන ගිවිසුම් වලට එළඹීම

6.3. සමාගමේ ප්‍රාග්ධන සංයුතිය

6.4. සමාගමේ වර්තමාන තත්ත්වය

6.5. ශ්‍රී ලන්කන් ගුවන් සේවා සමාගමේ ගුවන්යානා ඇණිය ප්‍රතිස්ථාපනය කිරීම සඳහා සැලසුම් කිරීම

6.6. පුළුල්බද ගුවන්යානා ඇණිය ප්‍රතිස්ථාපනය කිරීම සඳහා උපදේශන සේවා ලබා ගැනීම

6.7. ගුවන්යානා ඇණිය ප්‍රතිස්ථාපනය සඳහා අනුමැතිය ලබාගැනීම

6.8. A 330-300 ගුවන්යානා 06 ක් හා A 350-900 ගුවන්යානා 08 ක් වශයෙන් එකතුව 14 ක් ප්‍රතිස්ථාපනය කිරීමේ ක්‍රියාවලිය

6.9. A 330-300 ගුවන්යානා සඳහා VIP කාමර කට්ටලයක් ලබාගැනීම

6.10. A 330-300 වර්ගයේ එක් ගුවන් යානයක් පාකිස්තානු ජාත්‍යන්තර ගුවන් සමාගමට අතුරු බදුදීම (Sub Lease)

7. ක්‍රියාවලිය

7.1. සීමාසහිත ශ්‍රී ලන්කන් ගුවන් සේවා සමාගම පිලිබඳ හැඳින්වීම

7.1.1. සමාගමේ දැක්ම, මෙහෙවර හා අරමුණු

7.1.1.1. දැක්ම

2016/17 වර්ෂය සඳහා වූ සමාගමේ වාර්ෂික වාර්තාව අනුව ‘‘ආසියාවේ ප්‍රියතම ගුවන් සේවය බවට පත්වීම’’ සමාගමේ දැක්ම වේ.

7.1.1.2. මෙහෙවර

විශ්වාසදායක සහ සුපසන්න ප්‍රවාහන අත්දැකීමක් සේවාලාභීන් වෙත සපයා දීම, ව්‍යාපාරික හවුල්කරුවන් වෙත නව්‍ය, ව්‍යක්තීයමය සහ අන්‍යෝන්‍ය වශයෙන් වාසිදායක වූ විවිධ සේවා සලසා දීම, ලංකාව ලාභදායී වශයෙන් අලෙවිකරණය කිරීම සහ ලංකාවේ සමාජීය සුභසාධනය කෙරෙහි දායකවීම පිළිබඳව කොටස් හිමියන්ගේ අපේක්ෂා සක්ෂාත් කර දීම සඳහා ප්‍රවීණව, පෙරටුගාමීව හා අනලස්ව ක්‍රියාත්මක වීම සමාගමේ මෙහෙවර වේ.

7.1.1.3. සමාගමේ අරමුණු

සමාගමේ සාංගමික ව්‍යවස්ථාවලියට (ඇමුණුම 05) අනුව සමාගමේ අරමුණු පහත පරිදි සාරාංශ කර දැක්විය හැකි අතර විස්තරාත්මක අරමුණු ඇමුණුම 06 හි දැක්වේ.

i) මගී ප්‍රවාහනය සඳහා අන්තර්ජාතික නියමිත සහ නියමිත නොවූ ගුවන් සේවා මෙහෙයුම් පැවැත්වීම

ii) ශ්‍රී ලංකාවේ අභිධාන ලද ප්‍රවාහන සේවය වශයෙන් භාණ්ඩ හා තැපැල් ප්‍රවාහනය

iii) බණ්ඩාරනායක ජාත්‍යන්තර ගුවන්තොටුපලේ ගුවන් පර්යන්ත සේවා සැපයීම

iv) ගුවන්යානා තුළ තීරු බදු රහිත භාණ්ඩ අලෙවිය

v) රට තුළ සහ රටින් පිටට ගුවන් ගමන් අලෙවිකරණය

vi) නිවාඩු, සංචාරක ගුවන් ගමන් පැකේජ හඳුන්වාදීම

vii) ගුවන් ගමන් මෙහෙයුම් සේවා සැපයීම

viii) ගුවන් සේවාවට අදාල පුහුණු වැඩසටහන් පැවැත්වීම

7.1.2. **සමාගමේ ඉතිහාසය හා සමාගම පිහිටුවීමේ නීතිමය පසුබිම**

7.1.2.1. **"එයාර් සිලෝන් ලිමිටඩ්" පිහිටුවීම**

1951 අංක 07 දරණ එයාර් සිලෝන් සංස්ථාගත කිරීමේ පනත මගින් 1951 මාර්තු 09 දින "එයාර් සිලෝන් ලිමිටඩ්" පිහිටුවා තිබූ අතර ශ්‍රී ලංකා රජය විසින් මූලික ප්‍රාග්ධනය ලෙස රු. 1,020,000 ක් යොදවා ව්‍යාපාර කටයුතු ආරම්භ කර තිබුණි. මෙම පනතේ 31 වගන්තිය ප්‍රකාරව මෙම සමාගම 1938 අංක 51 දරණ සමාගම් ආඥා පනත හෝ සමාගම් සඳහා අදාල වන වෙනත් නීතිරීති වලට යටත් නොවන බව දක්වා තිබූ අතර එහි 27 වගන්තිය ප්‍රකාරව එයාර් සිලෝන් හි ලාභ හා ආදායම් මත බදු නිදහස් කර තිබුණි.

7.1.2.2. **"එයාර් ලංකා සමාගම" පිහිටුවීම**

1978 දෙසැම්බර් 20 වන දින ගනු ලැබූ අමාත්‍ය මණ්ඩල තීරණය ප්‍රකාරව එවකට තිබූ "එයාර් සිලෝන්" වසා දමා "එයාර් ලංකා ලිමිටඩ්" නමින් පොදු සමාගමක් 1938 අංක 51 දරණ සමාගම් ආඥා පනත (145 අධිකාරිය) යටතේ 1979 ජනවාරි 11 වැනි දින සංස්ථාපනය කර තිබුණි. ඒ අනුව, සමාගම් රෙජිස්ට්‍රාර්වරයා විසින් ව්‍යාපාරික කටයුතු පටන්ගැනීමට වෙළඳ සමාගමකට අයිතිවාසිකම් ඇති බවට සමාගම් ආඥා පනතේ 93(3) වැනි වගන්තිය යටතේ ලබා දෙන සහතිකය 1979 මාර්තු 02 දින ලබා දී තිබුණි.

7.1.2.3. **එමිරේට්ස් සමඟ හවුල් ගිවිසුමකට එළඹීම සහ ශ්‍රී ලන්කන් ගුවන් සේවා සමාගම (Sri Lankan Airlines Limited) පිහිටුවීම**

රාජ්‍ය ව්‍යවසායයක් වශයෙන් පැවති "එයාර් ලංකා" ගුවන් සමාගමේ කොටස් වලින් සියයට 40 ක් 1998 වර්ෂයේදී ඩුබායි මූලස්ථානය කොටගත් එමිරේට්ස් සමූහ ව්‍යාපාරය වෙත ඇමරිකානු ඩොලර් මිලියන 45 කට අලෙවි කර තිබුණි. 1998 මාර්තු 30 දින එමිරේට්ස් සහ ශ්‍රී ලංකා රජය විසින් "දස වර්ෂ ක්‍රමෝපාය හවුල් ව්‍යාපාරයක්" (The ten-year strategy joint venture) සඳහා ගිවිසුම් අත්සන් කිරීමත් සමඟ "එයාර් ලංකා" නම් වූ වෙළඳ නාමය "ශ්‍රී ලන්කන් එයාර්ලයින්ස්" ලෙස වෙනස් කර තිබුණි. ඒ අනුව, 1982 අංක 17 දරණ සමාගම් පනතේ 20 වැනි වගන්තිය ප්‍රකාරව සමාගම "ශ්‍රී ලන්කන් එයාර්ලයින්ස් ලිමිටඩ්" ලෙස 1999 මැයි 07 වෙනි දින සංස්ථාගත කර තිබුණි. පසුව 2007 අංක 07 දරණ නව සමාගම් පනත යටතේ 2007 නොවැම්බර් 09 දින නැවත ලියාපදිංචි කර තිබුණි. (ඇමුණුම 04) ඉහත සඳහන් ගිවිසුම් ප්‍රකාර 2008 මාර්තු 31 දිනදී ශ්‍රී ලන්කන් ගුවන් සේවයේ කළමනාකරණ කොන්ත්‍රාත් කාලය අවසන් වූ පසු එමිරේට්ස් සමූහ ව්‍යාපාරය විසින් එතෙක් හිමිකරගෙන තිබූ කොටස් ප්‍රමාණය මිලදී ගැනීම සඳහා වූ 2010 මැයි 05 දිනැති අමාත්‍ය

මණ්ඩල තීරණය ප්‍රකාරව ශ්‍රී ලංකා රජය ලංකා බැකුව මගින් ඇමරිකානු ඩොලර් මිලියන 53 ක මූල්‍ය පහසුකම් සපයා තිබුණි.

7.1.3. **සමාගම ගුවන් සේවයක් ලෙස ක්‍රියාත්මක වීමේ නීතිමය පසුබිම**

7.1.3.1. සමාගම ගුවන් සේවයක් ලෙස ක්‍රියාත්මක වීමේදී පහත සඳහන් අණපනත් වල ප්‍රතිපාදන වලට අනුකූලව තම ව්‍යාපාර කටයුතු පවත්වාගෙන යන බව නිරීක්ෂණය විය.

i) 2010 අංක 14 දරණ සිවිල් ගුවන් සේවා පනත (Civil Aviation Act No. 14 of 2010)

ii) 1992 අංක 55 දරණ ගුවන් සංතරණ පනතේ II කොටස (Air Navigation Act. 55 of 1992)

iii) 1982 අංක 24 දරණ ගුවන් යානාවකට එරෙහිව වැරදි පනත (Offences Against aircaft Act No. 24 of 1982)

iv) 1996 අංක 31 දරණ ජාත්‍යන්තර සිවිල් ගුවන් සේවා සැපයීමේදී ගුවන්තොටුපලවල් තුල සිදුවන නීති විරෝධී ක්‍රියා හා දූෂණ පිටු දැකීමේ පනත (Suppression of Unlawful Acts of Violence at airports serving Int Civil Aviation Act No. 31 of 1996)

7.1.3.2. **2010 අංක 14 දරණ සිවිල් ගුවන් සේවා පනතේ විධිවිධාන (Civil Aviation Act No. 14 of 2010)**

මෙම පනත 2010 නොවැම්බර් 03 වෙනි දින අනුමත කර තිබුණු අතර 2010 නොවැම්බර් 04 වෙනි දින ශ්‍රී ලංකා ප්‍රජාතාන්ත්‍රික සමාජවාදී ජනරජයේ ගැසට් පත්‍රයේ පළ කර තිබුණි. පනතේ 1 වෙනි වගන්තියෙන් සිවිල් ගුවන් සේවා අමාත්‍යවරයා වෙත පැවරී ඇති බලතල ප්‍රකාරව, මෙම පනත 2011 පෙබරවාරි මස 04 වෙනි දින සිට ක්‍රියාත්මක විය යුතු බවට වූ නියෝගය 2011 පෙබරවාරි 03 දිනැති අතිවිශේෂ ගැසට් පත්‍රයේ පළකර තිබුණි.

මෙම පනතේ පහත සඳහන් වගන්ති ශ්‍රී ලන්කන් ගුවන් සේවා සමාගමේ මෙහෙයුම් කටයුතු වලට අදාල වන බව නිරීක්ෂණය විය.

I **4 වැනි වගන්තිය -** සිවිල් ගුවන් සේවා අමාත්‍යවරයා විසින් ශ්‍රී ලංකාවට අදාලව ජාතික සිවිල් ගුවන් සේවා ප්‍රතිපත්තියක් සකස් කිරීම, කාලීනව සමාලෝචනය කිරීම හා විශ්ලේෂණය කිරීම සඳහා තම නිර්දේශ අමාත්‍ය මණ්ඩලය වෙත ලබා දිය යුතුව ඇත.

II **6 වැනි වගන්තිය** - සිවිල් ගුවන් සේවා අමාත්‍යවරයා විසින් 2013 මාර්තු 15 දිනැති අතිවිශේෂ ගැසට් පත්‍රය (ඇමුණුම 26) මගින් ශ්‍රී ලන්කන් ගුවන් සේවා සමාගම, පනතේ 6 (3) (ඉ) වගන්තිය ප්‍රකාර සේවා සපයන්නෙකු ලෙස නම් කර තිබුණි. ඒ අනුව සමාගම විසින් බණ්ඩාරනායක ජාත්‍යන්තර ගුවන්තොටුපල, මත්තල රාජපක්ෂ ජාත්‍යන්තර ගුවන්තොටුපොළ, රත්මලාන ගුවන්තොටුපල හා අමාත්‍යවරයා විසින් කලින් කලට ගැසට් මගින් නිවේදනය කරනු ලබන ගුවන්තොටුපළවල් සඳහා පහත සේවාවන් ලබාදිය යුතුව ඇත.

- ❖ ගුවන්යානා පිරිසිදු කිරීමේ සේවාවන් ඇතුළුව, ඒ්ප්‍රනය මත ගුවන්යානා පිටත් කරවීමට අවශ්‍ය සහාය හෝ උපකරණ සැපයීම.
- ❖ ගුවන්යානා සඳහා බිම් මෙහෙවර පහසුකම් (Ground Handling) හෝ සේවාවන් සැපයීම.
- ❖ ගුවන්යානා වලට ආහාර පාන සැපයීමේ සේවාවන් සැපයීම.

මෙහිදී ශ්‍රී ලන්කන් ගුවන් සේවය වෙත සිවිල් ගුවන් සේවා අමාත්‍යවරයා විසින් පහත නියමයන් 02 ඇතුළුව කොන්දේසි හා නියමයන් 10 ක් පනවා තිබුණි.

- ❖ 2013 මාර්තු 12 දිනෙන් පසුව සේවා සැපයුම්කරු විසින් සපයනු ලබන ගගන නාවික සේවා සම්බන්ධව එළඹෙනු ලබන ගිවිසුම්, සේවා සැපයුම්කරු විසින් එකී සේවා සැපයුම්කරු වෙනුවෙන් ඇතිකර ගන්නා ලද ගිවිසුම් ලෙස සලකනු ලබන බවට හැර, එකී ගිවිසුම් කිසිවිටෙකත් රජය වෙනුවෙන් හෝ රජය එකී ගිවිසුම් කෙරෙහි බැඳ තැබීමක් සිදු නොවන බව.
- ❖ මෙහෙයුම් අවස්ථාවන් වලදී දැරීමට සිදුවන වගකීම් සහ වන්දි වෙනුවෙන් රජයට වගකීම් නොපැවරෙන පරිදි සුදුසු රක්ෂණ ආවරණ සේවා සැපයුම්කරු විසින් ලබා ගත යුතු බව.

ඒ අනුව ශ්‍රී ලන්කන් ගුවන් සේවය විසින් 2017 නොවැම්බර් 15 වන දිනට ලබා ගෙන තිබූ රක්ෂණ ආවරණ පිළිබඳ විස්තර පහත වේ.

- ❖ ගුවන් සේවා නොවන රක්ෂණ ආවරණ
    - මාර්ගස්ථ මුදල් රක්ෂණ ආවරණය
    - මාර්ගස්ථ භාණ්ඩ රක්ෂණ ආවරණය
    - සේවකයන්ගෙන් සිදුවිය හැකි වංචා හා දූෂණ සඳහා රක්ෂණ ආවරණය
    - මෝටර් වාහන රක්ෂණ ආවරණ
    - ආනයන හා අපනයන වලට සිදුවිය හැකි හානි සඳහා රක්ෂණ ආවරණය
    - තෙවෙනි පාර්ශව රක්ෂණ ආවරණය

- ත්‍රස්තවාදී සහ සිවිල් කලබල නිසා සිදුවිය හැකි හානි සඳහා රක්ෂණ ආවරණය
- සේවක අනතුරු රක්ෂණ ආවරණය
- ගුවන් නියමු පියාසර බලපත්‍ර අහිමි වීමෙන් ඇතිවිය හැකි හානි සඳහා රක්ෂණ ආවරණය
- අධ්‍යක්ෂ වරුන්ගෙන් හෝ නිලධාරින්ගෙන් විය හැකි අක්‍රමිකතා වලින් සිදුවිය හැකි හානි සඳහා රක්ෂණ ආවරණය

❖ ගුවන් සේවාවන්ට අදාල රක්ෂණ ආවරණ

- ගුවන්යානා මුළු අවදානම් රක්ෂණ ආවරණය (ගුවන් යානාව, මගීන්, බෑග්, ගුවන් භාණ්ඩ ඇතුළු තෙවන පාර්ශව ආවරණය)
- ගුවන්යානා බඳ මුළු අවදානම් අඩු කළ හැකි රක්ෂණ ආවරණය
- ගුවන්යානා බඳ යුධ අවදානම් රක්ෂණ ආවරණය
- යුද්ධයෙන් සිදුවන වගකීම් සඳහා අමතර ආවරණය

III 11 වැනි වගන්තිය - ශ්‍රී ලන්කන් ගුවන් සේවය මගින් සපයනු ලබන ගුවන් සේවාවන් වන ගුවන්යානා පිරිසිදු කිරීම හා ගුවන්යානා පිටත් වීමට අවශ්‍ය උපකරණ හා සහාය සැපයීම, ගුවන්යානා බිම් මෙහෙවර පහසුකම් (Ground Handling) හා ගුවන්යානා වලට ආහාර සැපයීම ආදි සේවාවන් වෙනුවෙන් ශ්‍රී ලංකා සිවිල් ගුවන් සේවා අධිකාරිය මගින් බලපත්‍ර ලබාගැනීම කළ යුතුය.

IV 41 වැනි වගන්තිය - 2017 ඔක්තෝබර් 30 දිනට ශ්‍රී ලන්කන් ගුවන් සේවය විසින් මෙහෙයුම් කල්බදු පදනම මත ලබාගෙන තිබූ ගුවන්යානා සංඛ්‍යාව 26ක් වූ අතර එම යානා සියල්ල සිවිල් ගුවන් සේවා අධිකාරියේ ලියාපදිංචි කර ගුවන් මෙහෙයුම් කටයුතු සඳහා යොදවා ගෙන තිබුණි.

V 51 වැනි වගන්තිය - ලංකාව තුල ලියාපදිංචි සෑම ගුවන්යානාවක් සඳහාම ගුවන් යෝග්‍යතා සහතිකය (Certificate of Airworthiness) සිවිල් ගුවන් සේවා අධිකාරිය මගින් ලබා ගත යුතුව ඇත. ශ්‍රී ලන්කන් ගුවන් සේවය සතුව විගණිත දින වන විට පැවති ගුවන්යානා 26 සඳහාම වාර්ෂිකව අලුත් කළ යුතු මෙම සහතිකය ලබා ගෙන තිබුණි.

VI 73 වැනි වගන්තිය - සිවිල් ගුවන් සේවා අධ්‍යක්ෂ ජනරාල් වරයා මගින් ගුවන් මෙහෙයුම් සහතිකයක් (Air Operator Certificate) ලබාගත යුතු අතර 2016 දෙසැම්බර් 29 දින සිට 2018 ජනවාරි 29 දින දක්වා බලපැවැත්වෙන පරිදි සමාගම

විසින් එම සහතිකය ලබාගෙන තිබුණි. මුල් වරට මෙම සහතිකය 2004 ජූලි 01 දින ලබාගෙන තිබුණි. මෙම සහතිකය මගින් මෙහෙයුම් කටයුතු සඳහා ගුවන්යානා කල්බදු පදනම මත ලබාගැනීම, අතුරු බදු දීම, ආපසු බාරදීම, නව ගමනාන්ත ඇතුලත් කිරීම හා ඉවත් කිරීම, ගුවන්යානා වල මෙහෙයුම් සීමා, ගුවන් මෙහෙයුම් කලාප ආදිය තහවුරු කර තිබුණි.

VII 84 වැනි වගන්තිය - මෙම වගන්තිය මගින් ගුවන් සේවය සඳහා ගුවන් සේවා බලපත්‍රය ලබාගැනීම අවධාරණය කරයි. ශ්‍රී ලන්කන් ගුවන් සේවය වෙත 2017 අප්‍රේල් 18 දින සිට 2018 ජනවාරි 29 දින දක්වා බලපැවැත්වෙන පරිදි ගුවන් සේවා බලපත්‍රය (Airline Certificate) ලබා දී තිබුණි. මුල් වරට මෙම බලපත්‍රය 1979 ජනවාරි 30 දින ලබාගෙන තිබූ අතර මෙම බලපත්‍රය මගින් එක් එක් දේශීය හා ජාත්‍යන්තර ගුවන් මාර්ගවල ගමන් කිරීමට නියමිත ගුවන්යානා වර්ගය, දිනකට/ සතියකට ගමන් කළ යුතු වාර ගණන, වෙනත් ගුවන් සේවා සමඟ සම්බන්ධ වී සිදු කරන ගුවන් ගමන් ආදිය තහවුරු කර තිබුණි.

VIII **92 වැනි වගන්තිය** - යම් ගුවන් සේවයක් සඳහා අලුත්වැඩියා හා නඩත්තු කටයුතු සිදුකිරීම සඳහා අදාල වන බලපත්‍රය ශ්‍රී ලන්කන් ගුවන් සේවය විසින් 2017 නොවැම්බර් 08 දින සිට 2018 ඔක්තෝබර් 09 දින දක්වා කාලසීමාවට අදාලව සිවිල් ගුවන් සේවා අධිකාරියෙන් ලබා ගෙන තිබුණි. මෙම බලපත්‍රය පළමුවෙන් 1993 ඔක්තෝබර් 19 දින ලබාගෙන තිබුණි. මෙම බලපත්‍රය මගින් එයාර්බස් A 319/ A 320/ A 321, A 330, A 340, A 320N/A 321N වර්ගයේ ගුවන්යානා වල මෙහෙයුම් අතරතුර සිදුකරන නඩත්තු කටයුතු (Line Maintenance) මෙන්ම මෙහෙයුම් වලින් ඉවත් වී සිදුකරන නියමිත නඩත්තු කටයුතු (Base Maintenance) සිදු කිරීමට හා බෝයිං B 737 -700/800 සහ B 777-200/300 යන ගුවන්යානා වර්ගවල මෙහෙයුම් අතරතුර සිදු කරන නඩත්තු කටයුතු (Line Maintenance) පමණක් සිදු කිරීමට අනුමැතිය ලබාදී තිබුණි.

7.2. **සමාගම වෙනත් රාජ්‍ය ආයතන සමඟ දිගුකාලීන ගිවිසුම් වලට එළඹීම**

ශ්‍රී ලන්කන් ගුවන් සේවා සමාගම පහත සඳහන් රාජ්‍ය ආයතන සමඟ විවිධ කරුණු සඳහා දිගුකාලීන ගිවිසුම් වලට එළඹ තිබුණි.

7.2.1. **ලංකා ආයෝජන මණ්ඩලය සමඟ එළඹී ගිවිසුම්**

1978 අංක 4 දරණ ශ්‍රී ලංකා ආයෝජන මණ්ඩල පනතේ 17 වන වගන්තිය ප්‍රකාරව වර්ෂ 1982, 1989, 1994, 1998, 2000, 2010 හා 2013 දී ශ්‍රී ලන්කන් ගුවන් සේවා සමාගම ශ්‍රී ලංකා ආයෝජන මණ්ඩලය සමඟ ගිවිසුම් වලට එළඹ තිබුණි. එම ගිවිසුම් මගින් විශේෂයෙන් බදු සහන ලබා දී තිබූ අතර සමාගමේ ව්‍යාපාරික අරමුණු පිළිබඳව කරුණු, ඉංජිනේරු සේවා, නිවාඩු පැකේජයන් අලෙවිය, පුහුණු කටයුතු වලින් ලැබෙන ආදායමෙන් සියයට 70 කට වඩා වැඩි ප්‍රමාණයක් විදේශීය මුදල් වලින් විය යුතු බවට එකඟ වී තිබුණි. තවද, 2013 දී සමාගමේ ගබඩා වෙනත් තැනකට මාරු කිරීම හා ගබඩාවකින් කොටසක් මිහින් ලංකා සමාගම වෙත ලබා දීම පිළිබඳ එකඟතාද ඇතුලත් කර තිබුණි.

7.2.2. **ගුවන්තොටුපල හා ගුවන් සේවා (ශ්‍රී ලංකා) සමාගම සමඟ එළඹී අවබෝධතා ගිවිසුම්**

7.2.2.1. **බණ්ඩාරනායක ජාත්‍යන්තර ගුවන්තොටුපල**

2011 මාර්තු 29 දින මෙම ගිවිසුමට එළඹ තිබූ අතර ඒ අනුව පහත කොන්දේසි සඳහා එකඟ වී තිබුණි.

I අමාත්‍ය මණ්ඩලයේ අනුමැතිය මත 1998 අප්‍රේල් 01 දින සිට වසර 30 ක් දක්වා ගුවන්තොටුපලින් තෝරාගත් ඉඩම් ප්‍රමාණයක් ශ්‍රී ලන්කන් ගුවන් සේවා සමාගම වෙත කල්බදු ක්‍රමයට ලබාදීම හා ඒ සඳහා මාසිකව රු. මිලියන 2.2 ක් වසර 03 කට වරක් සියයට 10 බැගින් වැඩිවන පරිදි ගෙවීම් කිරීමටද, 2011 මාර්තු 29 දින සිට වසර 10 ක කාලයක් සඳහා ගුවන්තොටුපල බිම් මෙහෙවර (Ground Handling) පහසුකම් සැපයීමේ එකම නියෝජිතයා වීම හා එම කාල සීමාව අවසන් වූ පසු 2028 මාර්තු 31 දක්වා දින දීර්ඝ කිරීම සහ ඒ මත තෙවන පාර්ශවයන්ගෙන් උපයන ආදායමින් සියයට 4.5 ක් ගුවන්තොටුපල හා ගුවන් සේවා සමාගම වෙත ගෙවීම් කිරීම.

II මගී පර්යන්ත ගොඩනැගිල්ලෙහි වර්ග අඩි 95,518 ක් උපයෝජනය කිරීම වෙනුවෙන් මාසිකව රු. මිලියන 4.8 ක් සෑම වසර 03 කටම සියයට 10 කින් වැඩිවන අයුරින් 2028 මාර්තු 31 දක්වා ගුවන්තොටුපල හා ගුවන් සේවා සමාගම වෙත ගෙවීම් කිරීම.

III පරීක්ෂා කිරීමේ කවුන්ටර්, නැති වූ බෑග් තැබීමේ ස්ථාන, ටිකට්පත් කාර්යාල, මගී සේවා ඒකක, ගබඩා ඉඩකඩ, කාර්යාල ඉඩකඩ, වාහන නවතා තැබීමේ ඉඩකඩ හා ඇන්ටනාවක් සවි කිරීම වෙනුවෙන් ගෙවීම් කිරීම.

IV විදුලිබිල සියයට 8 ක සේවා ගාස්තුවක් ද සහිතව පියවීම.

V ගුවන් භාණ්ඩ පර්යන්තය වෙනුවෙන් මාසිකව රු. මිලියන 7.1 ක් සෑම වසර 3 කට වරක් සියයට 10 ක් වැඩිවන ලෙස බිම් කුලී වෙනුවෙන් ගෙවීම් කිරීම.

VI ගුවන් භාණ්ඩ පර්යන්තයේ අලුත්වැඩියාවන් සහ උපකරණ සැපයීම ගුවන්තොටුපල හා ගුවන් සේවා සමාගම විසින් සිදු කිරීම.

VII ලබාගත් ඉඩම් කොටස්වල ගොඩනැගිලි ඉදිකිරීමට හෝ වෙනස්කම් සිදුකිරීමට ශ්‍රී ලන්කන් ගුවන් සේවා සමාගමට අවසර ලබා දීම.

VIII ගුවන් සේවාවන් වෙත ආහාර සැපයීමේ බලයලත් නියෝජිතයා ලෙස ශ්‍රී ලන්කන් කේටරින් සමාගම 2034 අප්‍රේල් 19 දක්වා පත්කිරීම සහ 2011 මාර්තු 29 දින සිට වසර 10 ක් දක්වා සීමා කරන ලද ආහාර සැපයීමේ අයිතිවාසිකම් පැවරීම සහ ශ්‍රී ලන්කන් ගුවන් සේවය වෙත ආහාර සැපයීමෙන් ලැබෙන අයභාරය මත සියයට 4 ක් හා අනෙකුත් ගුවන් සේවා ආදායමෙන් සියයට 5 ක් ලෙස ගාස්තුවක් ගෙවීමට එකඟ වීම.

IX 2010 සැප්තැම්බර් 27 දිනැති ගිවිසුම ප්‍රකාරව 'එයාර්පෝර්ට් ට්‍රාන්සිට්' හෝටලය පවත්වාගෙන යාම.

X ශ්‍රී ලංකා ගුවන් සේවා සමාගමේ ප්‍රාග්ධනයෙන් සියයට 51කට වඩා වැඩි ප්‍රමාණයක් රජය සතුවන තෙක් බැංකු ඇපකර අවශ්‍ය නොවීම.

7.2.2.2. **මත්තල රාජපක්ෂ ජාත්‍යන්තර ගුවන්තොටුපල**

2013 මාර්තු 08 වෙනි දින මෙම අවබෝධතා ගිවිසුමට එළඹ තිබූ අතර පහත කොන්දේසි වලට එකඟ වී තිබුණි.

I මත්තල රාජපක්ෂ ගුවන්තොටුපලෙහි බිම් මෙහෙවර පහසුකම් (Ground Handling) එහි ආරම්භයේ සිට වර්ෂ 10 ක් දක්වා ශ්‍රී ලන්කන් ගුවන් සේවා සමාගම වෙත පැවරීම හා ඒ මත ගාස්තු ආරම්භයේ සිට මාස 3 ක් ඇතුලත තීරණය කිරීම.

II මගී පර්යන්තය තුල වර්ෂ 10 ක් සඳහා ඉඩකඩ ලබා දීම හා ඒ සඳහා කුලී ගෙවීම් ආරම්භයේ සිට මාස 03 ක් ඇතුලත තීරණය කිරීම.

III ආරම්භයේ සිට වර්ෂ 10 ක් දක්වා ගුවන් භාණ්ඩ පර්යන්තයේ ඉඩකඩ ලබා දීම.

IV ශීතාගාර හා අධි ශීතාගාර උපකරණ, එක්ස්-රේ යන්ත්‍ර 02 ක් හා සේප්පු පහසුකම් සඳහා දරන ලද ගාස්තු වසර 05 ක් තුල ශ්‍රී ලන්කන් ගුවන් සමාගමෙන් අයකර ගැනීම.

V ශ්‍රී ලන්කන් කේටරින් සමාගම මගින් ගුවන් සේවාවන් වෙත ආහාර සැපයීම සඳහා වර්ෂ 10 ක කාලයක් ලබාදීම සහ ඒ මත අයකළ යුතු ගාස්තු ගුවන්තොටුපල ආරම්භ කර මාස 03 ක් තුල තීරණය කිරීම.

VI ශ්‍රී ලන්කන් ගුවන් සේවා සමාගමෙන් සියයට 51 කට වැඩි ප්‍රමාණයක් රජය සතු වන තෙක් බැංකු සඳහා ඇපකර අවශ්‍ය නොවීම.

7.3. **සමාගමේ ප්‍රාග්ධන සංයුතිය**

සමාගමේ 1979 ජනවාරි 11 වෙනි දින සිට මේ දක්වා කොටස් හිමිකාරිත්වය වෙනස් වූ ආකාරය ඇමුණුම 27 හි දක්වා ඇත. 2018 ජනවාරි 25 දිනට වූ කොටස් හිමිකාරිත්වය පහත සඳහන් පරිදි වේ.

කොටස් හිමිකාරිත්වය	කොටස් ප්‍රතිශතය (%)	කොටස් සංඛ්‍යාව	කොටස් ප්‍රාග්ධනය
ශ්‍රී ලංකා රජය	99.11	511,574,169	රු. 1,305,000,540
කාර්ය මණ්ඩලය	0.53	2,736,509	(නොමිලේ)
සේවක අර්ථසාධක අරමුදල	0.36	1,863,676	(USD 4,399,472)
මහජන බැංකුව	-	01	-
එකතුව	100.00	516,174,355	

7.4. **සමාගමේ වර්තමාන තත්ත්වය**

7.4.1. **කාර්ය මණ්ඩලය**

7.4.1.1. 2017 අගෝස්තු 31 දිනට සමාගමේ කාර්ය මණ්ඩල තොරතුරු පහත පරිදි වේ.

සේවා තත්ත්වය	අනුමත කාර්ය මණ්ඩලය	තත්‍ය කාර්ය මණ්ඩලය	පුරප්පාඩු / අතිරික්ත කාර්ය මණ්ඩලය
විධායක	1,341	1,307	34
අධීක්ෂණ නිලධාරී / තාක්ෂණික නිලධාරී / විකුණුම් නිලධාරී	1,277	1,252	25
ලිපිකරු ශ්‍රේණිය	1,931	1,976	(45)
පුහුණු හා අර්ධ පුහුණු	1,737	1,633	104
සුළු සේවක හා නුපුහුණු	911	818	93
ආධුනික	30	39	(9)
එකතුව	7,227	7,025	202

7.4.1.2. පසුගිය වර්ෂ 07 තුල කාර්ය මණ්ඩලයේ තත්ත්වය පහත පරිදි සාරාංශ කර දැක්විය හැකිය.

මූල්‍ය වර්ෂය අවසන් දිනය	අනුමත කාර්ය මණ්ඩලය	තත්‍ය කාර්ය මණ්ඩලය	පුරප්පාඩු / අතිරික්ත කාර්ය මණ්ඩලය
2011.03.31	5,293	4,998	295
2012.03.31	6,311	5,594	717
2013.03.31	6,728	6,358	370
2014.03.31	6,744	6,578	166
2015.03.31	7,227	6,989	238
2016.03.31	7,227	6,959	268
2017.03.31	7,227	7,021	206

7.4.2. **ශ්‍රී ලන්කන් ගුවන් සේවා සමාගමේ මෙහෙයුම් ප්‍රතිඵලය**

(රු.මිලියන)

	2016/17	2015/16	2014/15	2013/14	2012/13	2011/12
මෙහෙයුම් ආදායම	135,464	129,480	131,922	121,586	119,571	92,868
වෙනත් ආදායම්	3,625	3,688	2,638	2,643	4,179	671
මුළු ආදායම	**139,089**	**133,168**	**131,560**	**124,229**	**123,750**	**93,539**
වියදම් (වැටුප් හැර)	(127,936)	(120,563)	(130,927)	(136,486)	(133,558)	(101,085)
වැටුප්	(18,797)	(16,748)	(15,057)	(13,904)	(13,142)	(10,691)
මූල්‍ය වියදම	(6,923)	(5,917)	(5,009)	(6,197)	(3,138)	(1,538)
ගුවන්යානා කල්බදු ගිවිසුම අවලංගු කිරීම සඳහා ගෙවූ වන්දි	(14,363)	(2,562)	-	-	-	-
ආදායම් බදු ගෙවීම්	-	-	(62)	(50)	-	(03)
මුළු වියදම	**(168,019)**	**(145,790)**	**(151,055)**	**(156,637)**	**(149,838)**	**(113,317)**
ශුද්ධ ලාභය / (අලාභය)	(28,930)	(12,622)	(16,495)	(32,408)	(26,088)	(19,778)
මුළු ආදායමට ශුද්ධ අලාභ අනුපාතය (%)	21	09	13	26	21	21

7.4.3. **ශ්‍රී ලන්කන් ගුවන් සමාගමේ ශුද්ධ වත්කම් තත්ත්වය හා වැදගත් අනුපාත**

	2016/17	2015/16	2014/15	2013/14	2012/13	2011/12
ජංගම වත්කම් (රු. මිලියන)	26,973	26,901	49,721	37,154	54,905	22,073
ජංගම වගකීම් (රු. මිලියන)	(126,303)	(100,334)	(103,414)	(88,609)	(71,347)	(64,235)
කාරක ප්‍රාග්ධනය (රු. මිලියන)	(99,329)	(73,433)	(53,693)	(51,455)	(16,441)	(42,163)
ශුද්ධ වත්කම් (රු. මිලියන)	(115,767)	(87,781)	(74,106)	(57,221)	(45,973)	(32,187)
ජංගම අනුපාතය	1:4	1:3.7	1:2.1	1:2.4	1:1.3	1:2.9
හිමිකම් අනුපාතය (වාර)	(2.24)	(1.74)	(1.02)	(0.92)	(0.59)	(0.54)

7.4.4. **ශ්‍රී ලන්කන් ගුවන් සමාගමේ වාර්ෂික මෙහෙයුම් කාර්යසාධනය**

	2016/17	2015/16	2014/15	2013/14	2012/13
<u>ගුවන් ප්‍රවාහන කටයුතු</u>					
ප්‍රවාහනය කළ මගීන් සංඛ්‍යාව (දහස් ගණනින්)	4,446	4,328	4,348	4,175	4,255
ප්‍රවාහනය කළ භාණ්ඩ ප්‍රමාණය (ටොන්)	116,221	102,082	101,878	94,410	101,100
<u>කාර්ය මණ්ඩල ඵලදායිතාවය</u>					
කාර්ය මණ්ඩල සාමාජික සංඛ්‍යාව	7,021	6,959	6,989	6,578	6,358
එක ගුවන් යානයකින් නඩත්තු කරන සේවකයින් සංඛ්‍යාව	403	331	333	313	289

ගුවන්යානා සංචිතය

ඒ 320-200	06	06	06	08	08
ඒ 321-200	03	02	02	--	--
ඒ 320 නියෝ	02	--	--	--	--
ඒ 330-200	06	06	07	07	07
ඒ 330-300	07	07	02	--	--
ඒ 340-300			04	06	06
ටර්බෝ ඔටර්	--	--	--	--	01
වර්ෂය අවසානයට සේවයේ යෙදවූ ගුවන් යානා සංඛ්‍යාව (මුළු)	24	21	21	21	22

7.4.5. **ශ්‍රී ලන්කන් ගුවන් සේවයේ වෙළඳපල ස්ථානය**

7.4.5.1. **ලෝක වෙළඳපල තත්ත්වය (World Positon)**

SKYTRAX වාර්ෂික ලෝක ගුවන් සේවා සම්මාන උළෙලෙහි ශ්‍රී ලන්කන් ගුවන් සේවය හිමිකර ගෙන තිබූ ස්ථානය 2011 වර්ෂයේ සිට 2017 වර්ෂය දක්වා 52 වන ස්ථානයේ සිට 81 වන ස්ථානය දක්වා පහළ ගොස් තිබුණි. එක් එක් වර්ෂයන්හි ලබා ගත් ස්ථාන පහතින් වේ.

ශ්‍රී ලන්කන් ගුවන් සේවය ලෝක වෙළඳපළෙහි හිමිකර ගෙන තිබූ ස්ථානය 2011-2017

වර්ෂය	හිමිකරගත් ස්ථානය
2011	52
2012	70
2013	68
2014	73
2015	73
2016	68
2017	81

7.4.5.2. **ආසියා කලාපීය තත්ත්වය**

2017 වර්ෂයේදී SKYTRAX ලෝක ගුවන් සේවා සම්මාන උළෙලේදී කලාපීය මට්ටමින් හොඳම ගුවන් සේවා සමාගම් 10 බැගින් නම් කර තිබුණු අතර ශ්‍රී ලන්කන් ගුවන් සේවය

මධ්‍යම ආසියා / ඉන්දියානු (Asia / India) කලාපීය ගුවන් සේවා අතරින් 05 වෙනි ස්ථානය හිමිකරගෙන තිබුණි.

7.5. ශ්‍රී ලන්කන් ගුවන් සේවා සමාගමේ ගුවන්යානා ඇණිය ප්‍රතිස්ථාපනය කිරීම සඳහා සැලසුම් කිරීම

7.5.1. ගුවන්යානා ඇණිය ප්‍රතිස්ථාපනය කිරීමේ අවශ්‍යතාවය පිළිබඳ යෝජනා

සමාගමට නව ගුවන්යානා හිමිකර ගැනීම සම්බන්ධයෙන් වූ යෝජනා අවස්ථා කිහිපයක් ඉදිරිපත් වී තිබූ අතර ඒ පිලිබඳ විස්තර පහත පරිදි වේ.

I 2011 වර්ෂයේදී සමාගම විසින් සකස් කර තිබූ පස් අවුරුදු (2010/2011 - 2014/2015) උපායමාර්ගික ව්‍යාපාර සැලැස්ම

II Intervistas/Via capital හවුල් උපදේශන සේවා සමාගම විසින් 2011/2012 වර්ෂයේදී ඉහත (අ) හි සඳහන් සැලැස්ම තහවුරු කර ඉදිරිපත් කර තිබූ 2011-2015 කාලය සඳහා වූ සැලැස්ම (ඇමුණුම 02)

III සිවිල් ගුවන් සේවා අමාත්‍යාංශයේ 2011, 2012 හා 2013 (ඇමුණුම 08) වර්ෂයන්ට අදාල අයවැය ඇස්තමේන්තු

IV ජාත්‍යන්තර උපදේශන සමාගමක් වූ සීබරි උපදේශන සමාගම ඉහත II සැලැස්මෙහි කොටසක් සංශෝධනය කරමින් 2014 - 2018 පස් අවුරුදු කාල සීමාවට අදාලව සකස් කර තිබූ සැලැස්ම (ඇමුණුම 07)

ඉහත එක් එක් සැලැස්ම තුල සමාගමේ ගුවන්යානා ඇණිය සහ එයට අදාල වෙනත් යෝජනා පිළිබඳව සඳහන්ව තිබූ කරුණු සංක්ෂිප්තව පහත පරිදි වේ.

7.5.2. සමාගම විසින් 2010/11 – 2014/15 පස් අවුරුදු කාල සීමාව සඳහා සකස් කර තිබූ උපායමාර්ගික ව්‍යාපාර සැලැස්ම

7.5.2.1. සැලසුම සකස් කිරීමේ ප්‍රධාන අරමුණ

ශ්‍රී ලංකාවේ පැවති ගැටළුකාරී තත්ත්වය සමනය වීමත් සමඟ ඇති වූ වර්ධන අවස්ථාවන්ගෙන් උපරිම ඵල නෙලා ගැනීම සඳහා ශ්‍රී ලන්කන් ගුවන් සේවය හා ඊට අයත් ව්‍යාපාරික ඒකකයන් උපායශීලීව ඉහළ තත්ත්වයකට ගෙන ඒම සඳහා පවතින වඩාත්ම

සුදුසු විකල්පයන් හඳුනා ගැනීම, ඇගයීම හා ඉදිරිපත් කිරීම සහ සංචාරක කර්මාන්තය, ගුවන්තොටුපල සංවර්ධනය, අපනයන හා ආනයන කර්මාන්තය හා විදේශ රැකියා කේෂ්ත්‍රය යන කේන්ද්‍රීය අංශ සංවර්ධනය සඳහා අත්‍යවශ්‍ය හවුල්කරුවෙකු වීම මගින් රටේ සමස්ථ ආර්ථික සංවර්ධනයට දායක වීම අරමුණු කොට ගෙන මෙම සැලැස්ම සකස් කර තිබුණි.

7.5.2.2. ඇතුලත් වී තිබූ ප්‍රධාන කරුණු

මෙම සැලැස්මෙහි ඇතුලත් වී තිබූ ප්‍රධාන කරුණු කිහිපයක් පහතින් වේ.

I ගුවන්යානා ඇණිය වැඩිදියුණු කිරීම හා ධාරිතා වර්ධන ව්‍යාපෘති සඳහා ඇමරිකානු ඩොලර් මිලියන 300 ක නැවත ප්‍රාග්ධන සම්පාදනයක් අවශ්‍ය බව.

II ශ්‍රී ලන්කන් ගුවන් සේවා සමාගම, මිහින් ලංකා (පෞද්ගලික) සමාගම සමඟ ඒකාබද්ධ කොට සමූහ සමාගමක් පිහිටුවීම හා ශ්‍රී ලන්කන් කේටරින් සමාගමට සමාන්තරව ගුවන්තොටුපල සේවා සහ ඉංජිනේරු හා නඩත්තු අංශ වෙනම උප සමාගම් බවට පත් කිරීම.

III ගුවන්තොටුපල හා ගුවන් සේවා සමාගම සහ ශ්‍රී ලංකා සංචාරක ප්‍රවර්ධන මණ්ඩලය සමඟ අවබෝධතා ගිවිසුම් ඇතිකර ගැනීම.

IV ගුවන් සේවා ප්‍රතිපත්තියක් හා නව සිවිල් ගුවන් සේවා පනතක් ඇතිකිරීම.

V රජයෙන් විවිධ බදු සහන ලබා ගැනීම හා ලංකා ඛනිජ තෙල් සංස්ථාව මගින් ගුවන්යානා ඉන්ධන අඛණ්ඩව වසර 5 ක් සඳහා එකඟ වූ මිලක් යටතේ ලබා ගැනීම.

VI 2009/10 පැවති ගුවන්යානා ඇණිය 2014/15 වන විට දෙගුණ කිරීම.

VII වර්ෂ 2014/15 වන විට දෛනික ගුවන්යානා උපයෝජනය ඉහළ දැමීම, අන්තර්ජාතික ගමනාන්ත 37 ක් දක්වා වැඩිකිරීම හා ගුවන්යානා ගමන්වාර 252 ක් දක්වා ඉහළ දැමීම මගින් සමාගම් ලාභය මෙන්ම සමූහයේ ලාභය ඉහළ නැංවීම.

7.5.2.3. සිදුකර තිබූ විශ්ලේෂණයන් හා උපකල්පනයන්

විස්තරාත්මක සැලැස්මක් වූ මෙම සැලැස්ම මගින් අවදානම් විශ්ලේෂණය, සංවේදිතා විශ්ලේෂණය හා මූල්‍ය තත්ත්වය පිළිබඳව විශ්ලේෂණයන් සිදුකර තිබූ අතර ගුවන්යානා ඇණිය, ආසන ප්‍රමාණය, අයභාරය, සෘජු මෙහෙයුම් පිරිවැය, පොදුකාර්ය පිරිවැය, ව්‍යාපාර ඒකක හා ලාභ මධ්‍යස්ථාන, කාබන් විකිණීම, ප්‍රාග්ධන වියදම්, ලාභාංශ ගෙවීම්, ගුවන්යානා උපයෝජනය හා ගුවන් මාර්ග භාවිතය සම්බන්ධයෙන් විවිධ වූ උපකල්පනයන්ට එළඹීම මගින් යෝජනා ඉදිරිපත් කර තිබුණි.

7.5.3. **සමාගම විසින් සකස් කරන ලද උපායමාර්ගික ව්‍යාපාර සැලැස්ම අන්තර්ජාතික උපදේශන සමාගමක් මගින් වලංගු හා තහවුරු කර ගැනීම**

සමාගම විසින් සකස් කරන ලද මෙම උපායමාර්ගික ව්‍යාපාර සැලැස්ම අන්තර්ජාතික උපදේශන සමාගමක් මගින් තහවුරු කරවා ගැනීමට සමාගමට අවශ්‍ය වී තිබුණි. ඒ අනුව සමාගම විසින් තෝරාගන්නා ලද උපදේශන සමාගම් 12 කට සැලැස්මේ වලංගුතාවය තහවුරු කිරීම සඳහා වූ යෝජනා සඳහා ඉල්ලීම් Request for Proposal (RFP) යවා තිබුණි.

7.5.3.1. **උපදේශන සමාගම තෝරා ගැනීම**

ඒ අනුව උපදේශන සමාගම් 04 ක් මගින් ඉදිරිපත් කර තිබූ යෝජනා සමාලෝචනය කර සුදුසු උපදේශන සමාගමක් තෝරා පත්කර ගැනීමට සමාගමේ අධ්‍යක්ෂවරු 03 දෙනෙකු වන නිහාල් ජයමාන්න මහතා, මනිලාල් ප්‍රනාන්දු මහතා සහ ආචාර්ය ක්‍රිස් නෝනිස් මහතා, සමාගමේ ප්‍රධාන විධායක නිලධාරී හා මූල්‍ය ප්‍රධානිගෙන් යුත් කණ්ඩායමක් ශ්‍රී ලන්කන් ගුවන් සමාගමේ එවකට සභාපතිව සිටි නිශාන්ත වික්‍රමසිංහ මහතා විසින් 2010 අගෝස්තු 30 දින අධ්‍යක්ෂ මණ්ඩල රැස්වීමේදී පත් කර තිබුණි. (ඇමුණුම 29)

මෙහිදී උපදේශන ගාස්තුව ලෙස ඇමරිකානු ඩොලර් 400,000 ත් 500,000 ත් අතර ගාස්තුවක් ගෙවීමටත් ඒ සඳහා ගතවන කාලය ආසන්න වශයෙන් සති 08 ක් ලෙසත් තීරණය කර තිබුණි.

එම යෝජනා ඉහත කණ්ඩායම විසින් ඇගයීම් කිරීමෙන් පසු උපදේශන සමාගම ලෙස Inter Vistas Consulting Incorporation සහ VIA Capital Partners යන හවුල් සමාගම ඇමරිකානු ඩොලර් 450,000 ක ගාස්තුවක් යටතේ 2010 ඔක්තෝබර් 21 දිනැති අධ්‍යක්ෂ මණ්ඩල රැස්වීමේදී තෝරාගෙන තිබුණි. (ඇමුණුම 30)

ඒ අනුව 2019 දෙසැම්බර් 03 දින සමාගම විසින් ඉහත හවුල් සමාගම සමඟ ගිවිසුමට එළඹ තිබුණි. (ඇමුණුම 45)

7.5.3.2. **2011/12 -2015/16 කාලසීමාව සඳහා VIA Capital මගින් තහවුරු කරන ලද පස් අවුරුදු උපායමාර්ගික ව්‍යාපාර සැලැස්ම ක්‍රියාත්මක කිරීම** (ඇමුණුම 02)

2011 ජුනි 09 දින උපදේශන සමාගම විසින් තහවුරු කරන ලද උපායමාර්ගික සැලැස්ම ඉදිරිපත් කර තිබූ අතර සමාගමේ අධ්‍යක්ෂ මණ්ඩලය විසින් 2011 ජුනි 27 දින (ඇමුණුම 31) එම සැලැස්ම අනුමත කර තිබුණි. තවද එම රැස්වීමේදී ශ්‍රී ලංකා රජයෙන් ශ්‍රී ලන්කන් ගුවන් සේවය වෙත නැවත ප්‍රාග්ධන සම්පාදනයක් ලබා ගැනීමට හා එන්ජින් 04 ක් සහිත ගුවන්යානා වෙනුවට එන්ජින් 02 ක් සහිත ගුවන්යානා ප්‍රතිස්ථාපනය කිරීමට යෝජනා කර තිබුණි.

7.5.3.3. **තෝරාගත් ප්‍රධාන උපායමාර්ගය**

ගුවන් සේවය වෙත, තෝරා ගැනීම සඳහා ධාවන උපායමාර්ගයන් 03 ක් පැවති අතර ඒවා නම්,

I අඩු පිරිවැය ධාවන ක්‍රමය (Low Cost Carrier)

මෙම ක්‍රමය මගින් එක් ස්ථානයක සිට තවත් ස්ථානයකට සෘජු ගමන් සේවාවන් සැලසිය යුතු අතර ඒ සඳහා එකම ගුවන් සේවාවකට ගුවන් යානා හා අනෙකුත් සම්පත් විශාල ප්‍රමාණයක් අවශ්‍ය වේ.

II කලාපීය ධාවන ක්‍රමය (Regional Carrier)

මෙහිදී එක් භූගෝලීය කලාපයක් තුල පමණක් ගුවන් ගමන් සීමා වන අතර කුඩා සාමාජීය කණ්ඩායම් සඳහා සේවාව සලසනු ලබයි.

III ජාලගත ධාවන ක්‍රමය (Network Carrier)

මෙහිදී අනෙකුත් ජාත්‍යන්තර ගුවන් සේවාවන් ද සමඟ සම්බන්ධ වීමෙන් ජාලගත ආකාරයකට ගුවන් ගමන් ලොව පුරා සිදු කළ හැකි අතර ප්‍රාග්ධන වත්කම් විශාල ප්‍රමාණයක් ද අවශ්‍ය නොවේ.

ඉහතින් දක්වන ලද උපායමාර්ගයන් අතරින්, ශ්‍රී ලන්කන් ගුවන් සේවය පහත සඳහන් හේතූන් මත ජාලගත ධාවන ක්‍රමය (Network Carrier) තෝරාගෙන තිබුණි.

- ❖ එක් වෙළඳපලක් මත අධික ලෙස යැපීම අවම කිරීම.
- ❖ වෙළඳපල ආවරණය ප්‍රමාණාත්මක ලෙස ඉහළ දැමීම.
- ❖ ජාලය තුල මගීන් රඳවා ගැනීම.
- ❖ විකුණුම් අවස්ථා වැඩි දියුණු කිරීම.
- ❖ සම්බන්ධතා ඉහළ යාම මගින් හිතකර ප්‍රතිඵල ලබා ගැනීම.
- ❖ බණ්ඩාරනායක ජාත්‍යන්තර ගුවන්තොටුපල භූගෝලීය වශයෙන් වාසිදායක ලෙස පිහිටීම මත ලෝක ජනගහනයෙන් සියයට 85 කට පමණම පැය 12 ක පියාසර කාලයකින් ප්‍රධාන මහාද්වීප 04 ක් සම්බන්ධ කළ හැකි වීම.

කෙසේ වුවද 2017 ඔක්තෝබර් 31 දිනට රටවල් 21 ක ගමනාන්ත 40 ක් සඳහා සෘජු ධාවන ක්‍රමය සහ රටවල් 31 ක ගමනාන්ත 64 ක් සඳහා ජාලගත ධාවන ක්‍රමය (Code Share Operations) යොදාගෙන තිබූ බව නිරීක්ෂණය විය.

7.5.3.4. 2011-2014 සැලැස්ම ප්‍රකාරව යෝජනා කර තිබූ සමාගමේ **ප්‍රතිව්‍යුහගත කිරීමේ ක්ෂේත්‍රයන්** පහත දැක්වෙන ක්ෂේත්‍රයන් ඔස්සේ සමාගම ප්‍රතිව්‍යුහගත කිරීමට එම සැලසුමට අනුව යෝජනා කර තිබුණි.

7.5.3.4.1.මූල්‍ය ප්‍රතිව්‍යුහගත කිරීම (නැවත ප්‍රාග්ධන සම්පාදනය)

සමාගම වෙත පහතින් දක්වා ඇති හේතූන් නිසා 2010/11 වර්ෂය තුලදී ඇමරිකානු ඩොලර් මිලියන 150ක්, 2011/12 වර්ෂය තුලදී ඇමරිකානු ඩොලර් මිලියන 100ක් හා 2012/13 වර්ෂය තුලදී ඇමරිකානු ඩොලර් මිලියන 50 ක් වශයෙන් එකතුව ඇමරිකානු ඩොලර් මිලියන 300 ක ප්‍රාග්ධන සම්පාදනයක් තවදුරටත් අවශ්‍ය බව සමාගම විසින් පිළියෙල කරන ලද සැලසුමෙහි දක්වා තිබුණි.

i) 1998 මාර්තු 31 දිනට රු. බිලියන 15.54 ක්ව පැවති මුළු හිමිකම 2010 මාර්තු 31 දිනවන විට රු. බිලියන 2.36 දක්වා අඩුවී තිබීම හා 2010 මාර්තු 31 දිනට සමාගමේ ජංගම වගකීම් එහි ජංගම වත්කම් වලට වඩා රු. බිලියන 11.71 කින් වැඩිවීම.

ii) ගුවන්යානා ඇණිය වැඩිදියුණු කිරීම හා ධාරිතා වර්ධන ව්‍යාපෘති සඳහා අරමුදල් අවශ්‍ය වීම.

iii) අපේක්ෂිත වර්ධනයට සහය වීමේ අරමුණින් කාරක ප්‍රාග්ධන අවශ්‍යතා සපුරාලීම.

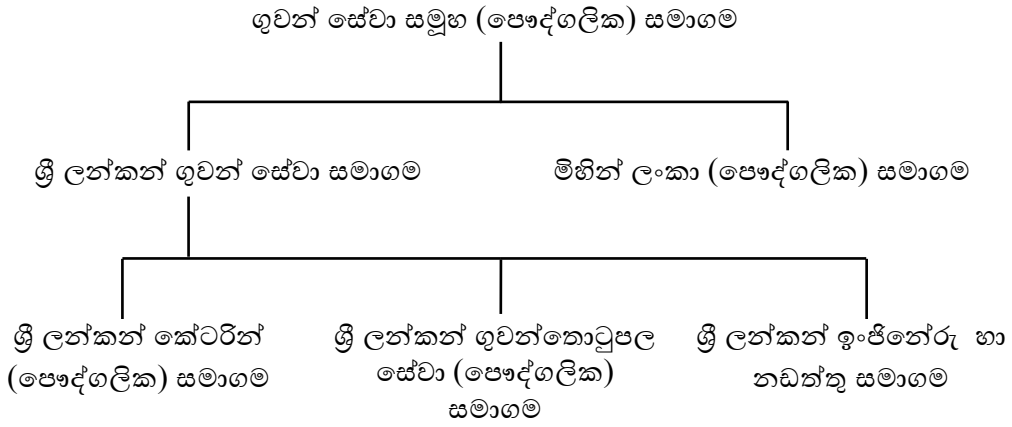
කෙසේ වුවද, උපදේශන සමාගම මගින් තහවුරු කරන ලද සැලැස්මට අනුව 2011/12 වර්ෂයේදී ඇ. ඩොලර් මිලියන 287 ක්, 2012/13 වර්ෂයේදී ඇ. ඩොලර් මිලියන 183 ක් සහ 2013/14 වර්ෂයේදී ඇ. ඩොලර් මිලියන 40 ක් ලෙස එකතුව ඇ. ඩොලර් මිලියන 510 ක නැවත ප්‍රාග්ධන සම්පාදනයක් ශ්‍රී ලංකා රජයෙන් අපේක්ෂා කර තිබුණි.

ඒ අනුව, අමාත්‍ය මණ්ඩල පත්‍රිකා අංක : 11/1459/545/009 වූ "ශ්‍රී ලන්කන් ගුවන් සේවා සමාගම හා මිහින් ලංකා සමාගම සඳහා ප්‍රාග්ධන ආයෝජනය කිරීම" යන මැයෙන් සිවිල් ගුවන් සේවා ඇමතිතුමා ඉදිරිපත් කළ 2011 ජූලි 12 දිනැති සංදේශය ප්‍රකාරව 2011 ජූලි මස 27 දින පැවති අමාත්‍ය මණ්ඩල රැස්වීමේදී (ඇමුණුම 10) පහත තීරණ වලට එළඹ තිබුණි.

- ශ්‍රී ලන්කන් ගුවන් සේවය වෙත ඇමරිකානු ඩොලර් මිලියන 500ක් සහ මිහින් ලංකා ගුවන් සේවය වෙත ඇමරිකානු ඩොලර් මිලියන 20 ක් ලෙස එකතුව ඇමරිකානු ඩොලර් මිලියන 520 ක් ශ්‍රී ලංකා රජය මගින් 2012 වර්ෂයේ සිට වර්ෂ 5 ක කාලයක් තුලදී නැවත ප්‍රාග්ධන සම්පාදනය කිරීම.
- මුදල් අමාත්‍යවරයාගේ නිර්දේශවලට යටත්ව වාර්ෂික අයවැය ප්‍රතිපාදන 2012 වර්ෂයේ සිට සිදු කිරීම.

  මෙහිදී ඇමරිකානු ඩොලර් මිලියන 270 ක විදේශ හෝ දේශීය ණය ලබා ගැනීම සඳහා ඇපකරයක් භාණ්ඩාගාරය මගින් ලබා දෙන ලෙස ඉල්ලුම් කළ ද එය අමාත්‍ය මණ්ඩලය විසින් අනුමත කර නොතිබුණි.

7.5.3.4.2.ආයතනික ප්‍රතිව්‍යුහගත කිරීම



ඉහත සටහන ප්‍රකාරව සමාගමේ ආයතනික ව්‍යුහයේ පහත වෙනස්කම් සිදු කිරීමට සැලසුම් කර තිබුණි.

i) සමාගමේ ව්‍යාපාර ඒකක ලෙස පවතින ඉංජිනේරු හා නඩත්තු අංශය සහ ගුවන්තොටුපල සේවා අංශය පිළිවෙලින් ශ්‍රී ලන්කන් ඉංජිනේරු හා නඩත්තු (පෞද්ගලික) සමාගම හා ශ්‍රී ලන්කන් ගුවන්තොටුපල සේවා (පෞද්ගලික) සමාගම ලෙස සම්පූර්ණයෙන්ම ශ්‍රී ලන්කන් ගුවන් සේවා සමාගමට අයත් සමාගම් 02 ක් ලෙස ශ්‍රී ලන්කන් කේටරින් (පෞද්ගලික) සමාගමට සමගාමීව පිහිටුවීම.

ii) ශ්‍රී ලන්කන් කේටරින් (පෞද්ගලික) සමාගමේ කොටස්වලින් සියයට 25 ක් මූලික මහජන අර්පනයක් මගින් (Initial Public Offering - IPO) ලබා දීම සහ ඇතිකරන ලද ඉහත උප සමාගම් 02 හි ද එවැන්නක් සිදු කිරීමේ හැකියාව පිළිබඳව සලකා බැලීම.

iii) ශ්‍රී ලන්කන් ගුවන් සේවා සමාගම හා මිහින් ලංකා (පෞද්ගලික) සමාගමෙහි ප්‍රධාන කොටස්කරු ශ්‍රී ලංකා රජය වන බැවින් එම සමාගම් දෙක ඒකාබද්ධ කර ගුවන් සේවා සමූහ (පෞද්ගලික) සමාගම ලෙස සමූහ සමාගමක් ස්ථාපිත කිරීම හා එමගින් එක් අධ්‍යක්ෂ මණ්ඩලයක් යටතේ ගුවන් සේවා 02 ක් කලමනාකරණය කිරීම.

iv) මානව සම්පත්, මූල්‍ය, ප්‍රසම්පාදන හා තොරතුරු තාක්ෂණ වැනි උපකාරක සේවා සහ ඉංජිනේරු, ගුවන්තොටුපල සේවා හා ගුවන් යානා මෙහෙයුම් කටයුතු එක්ව ඉටුකිරීම මගින් ද්විත්ව කාර්යයන් අවම වීම හා පිරිවැය අවම කර ගැනීම තුලින් මෙහෙයුම් කාර්යක්ෂමතාවයක් ලබා ගැනීම.

7.5.3.4.3ගුවන්තොටුපල හා ගුවන් සේවා සමාගම සහ ශ්‍රී ලංකා සංචාරක ප්‍රවර්ධන මණ්ඩලය සමඟ හවුල් ව්‍යාපාර ඇතිකර ගැනීම.

i) ගුවන්තොටුපල බිම් මෙහෙවර (Ground Handling) සහ ආහාර සැපයීම අතිවිශේෂ අයිතියක් (හිමිකමක්) ලෙස වර්ෂ 05 ක් සඳහා ශ්‍රී ලන්කන් ගුවන් සේවා සමාගම වෙත ලබා ගැනීම සඳහා ගුවන්තොටුපල හා ගුවන් සේවා සමාගම සමඟ අවබෝධතා ගිවිසුමකට (Memrondum of Undertanding -MOU) එළඹීම. ඒ අනුව 2011 මාර්තු 29 වන දින අවබෝධතා ගිවිසුමකට එළඹ තිබුණි.

ii) ගුවන්සේවය හා රටේ ප්‍රවර්ධන සඳහා එක්ව වැඩ කිරීමේ අරමුණින් ශ්‍රී ලංකා සංචාරක ප්‍රවර්ධන මණ්ඩලය සමඟ අවබෝධතා ගිවිසුමකට එළඹීම.

7.5.3.4.4.නීතිමය හා මූල්‍යමය රාමුවක් ඇතිකිරීම

i) සිවිල් ගුවන් සේවා පනත

1950 ගුවන් සංතරණ පනත යල් පැනගොස් ඇති බැවින් 2010 වර්ෂයේදී නව සිවිල් ගුවන් සේවා පනතක් ඇති කිරීමට සැලසුම් කර තිබූ අතර පනත මගින් විශේෂ සහන සලසා ගැනීම උදෙසා සිවිල් ගුවන් සේවා අධිකාරිය සමඟ අවබෝධතා ගිවිසුමකට එළඹීමට සැලසුම් කර තිබුණි. ඒ අනුව 2010 අංක 14 දරණ සිවිල් ගුවන් සේවා පනත 2010 නොවැම්බර් 03 දින අනුමත කර තිබුණු අතර 2010 නොවැම්බර් 04 දින ශ්‍රී ලංකා ප්‍රජාතන්ත්‍රවාදී සමාජවාදී ජනරජයේ ගැසට් පත්‍රයේ පළකර තිබුණි.

ii) සමාගම වෙත මූල්‍ය සහය ලබාගැනීම

මේ යටතේ පහත සඳහන් දෑ සැලසුම් කර තිබුණි.

- ❖ රජයෙන් ලාභ හා ආදායම් මත බදු සහන ලබා ගැනීමට (ගුවන් ප්‍රවාහන ආදායමට පමණක් සීමා නොවී)
- ❖ ගුවන්තොටුපල හා ගුවන් සේවා සමාගම, සිවිල් ගුවන් සේවා අධිකාරිය, දේශීය ආදායම් බදු දෙපාර්තමේන්තුව වැනි රජයේ ආයතන සමඟ බැඳුම්කර, තැන්පත්/ඇපකර වලට බැඳීමෙන් නිදහස් කිරීම.
- ❖ ගුවන්යානා බදුකරුවන් ශ්‍රී ලාංකික ආදායම් බදු, එකතු කළ අගය මත බදු, ජාතිය ගොඩනැගීමේ බදු වැනි ගුවන් යානා ආනයනය හා අපනයනය මත සහ ඔවුන්ගේ ආදායම මත පනවන බදු වලින් නිදහස් කිරීම.
- ❖ ගුවන්යානා, ගුවන්යානා එන්ජින්, අමතර කොටස් හා උපකරණ බදු රහිතව ආනයනය කිරීම.
- ❖ තෙවෙනි පාර්ශවයන් මගින් අමතර කොටස්, උපකරණ හා උපාංග ලංකාවට ගෙන්වීමේදී බදු නිදහස් කර ගැනීම.

- ❖ ලංකා ඛනිජ තෙල් නීතිගත සංස්ථාව මගින් ගුවන්යානා ඉන්ධන ලබා ගැනීමේදී එකඟ වූ මිලක් යටතේ අවශ්‍ය ප්‍රමාණයන්ගෙන් අඛණ්ඩව වසර 5 ක් දක්වා ඉන්ධන ලබා ගත හැකි වීම.
- ❖ 2011 අංක 22 දරණ දේශීය ආදායම් (සංශෝධිත) පනතේ 3 (5) (ඒ) වගන්තිය ප්‍රකාරව ශ්‍රී ලන්කන් ගුවන් සමාගමේ ලාභ හා ආදායම් 2011 අප්‍රේල් 01 වෙනි දින සිට වසර 10 ක කාලසීමාවක් සඳහා එනම් 2020 අප්‍රේල් මාසය දක්වා දේශීය ආදායම් බදු වලින් නිදහස් කර තිබුණි. එමෙන්ම, මීට අමතරව ජාතිය ගොඩනැගීමේ බද්ද හා ආර්ථික සේවා ගාස්තු ද නිදහස් කර තිබුණි.
- ❖ ශ්‍රී ලන්කන් ගුවන් සේවා සමාගමෙන් සියයට 51 කට වැඩි ප්‍රමාණයක් රජය සතු වන තාක් ඇප බැඳුම්කර අවශ්‍ය නොවන බව ගුවන්තොටුපල හා ගුවන් සේවා සමාගම සමඟ එළඹ තිබුණු අවබෝධතා ගිවිසුමෙහි දක්වා තිබුණි.

7.5.3.5. සැලසුම මගින් යෝජිත ගුවන්යානා ඇණිය සහ ගුවන්යානා උපයෝජනය ප්‍රතිව්‍යුගත කිරීම 2011 මාර්තු වන විට සමාගම සතුව පැවති ගුවන් යානා ප්‍රමාණය පහත පරිදි වේ.

ගුවන්යානා වර්ගය	ප්‍රමාණය
A 320	05
A 330	05
A 340	05
එකතුව	15

2012 මාර්තු මස වන විට A 320 ගුවන්යානා 02 ක් ඉවත් කර A 320 ගුවන්යානා 03 ක් ලබා ගැනීමට සහ A 340 තවත් ගුවන්යානාවක් 2011 අප්‍රේල් මස තුල ලැබීමට නියමිතව තිබුණි.

7.5.3.5.1.යෝජිත ගුවන්යානා ඇණිය

ඉදිරි වර්ෂ 5 තුල ගුවන්යානා ඇණියේ පහත වෙනස්කම් සිදුකිරීමට සැලසුම් කර තිබුණි. ඒ අනුව යෝජිත ගුවන්යානා ඇණියේ විස්තර පහත වේ.

ගුවන්යානා වර්ගය	ආසන ප්‍රමාණය	2011/12	2012/13	2013/14	2014/15	2015/16
A 320	150	6	9	9	9	9
A 330 – 200	287	5	8	10	13	13
A 340 – 300	314	6	5	3	2	1
එකතුව		17	22	22	24	23

යෝජිත නව ව්‍යුහය තුල සමාගමේ මෙහෙයුම් කාර්යක්ෂමතාවය වැඩිකිරීම සඳහා A 340 ගුවන්යානා සියල්ල ඉවත්කර ඒ වෙනුවට දුර ගමන් ගුවන් මාර්ගවල (Long haul routes) ධාවනය සඳහා A 330 ගුවන්යානා ආදේශ කිරීමට සැලසුම් කර තිබුණි.

7.5.3.5.2. යෝජිත ගුවන්යානා උපයෝජනය (මෙහෙයුම් පැය, සාමාන්‍ය පැය කිලෝමීටර්)

ගුවන් යානා මෙහෙයුම් කටයුතු පහත පරිදි සැලසුම් කර තිබුණි.

වාර්ෂික ගුවන්යානා මෙහෙයුම් පැය ප්‍රමාණය

ගුවන්යානා වර්ගය	2011/12	2012/13	2013/14	2014/15	2015/16
A 320	22,677	35,391	35,740	36,286	38,878
A 330 – 200	29,261	38,809	53,221	62,553	68,125
A 340 – 300	29,629	24,734	14,389	7,143	2,590
එකතුව	81,567	98,934	103,350	105,983	109,593

සාමාන්‍ය උපයෝජනය (දිනකට පැය)

ගුවන්යානා වර්ගය	2011/12	2012/13	2013/14	2014/15	2015/16
A 320	10.8	11.4	10.9	11.0	11.8
A 330 – 200	14.3	13.7	14.3	13.7	14.3
A 340 – 300	13.5	12.9	12.1	13.6	14.2
මුළු සාමාන්‍ය	12.9	12.6	12.6	12.7	13.3

සාමාන්‍ය ටොන් කිලෝමීටර් (Average Ton Kilometers) (ATK මිලියන)

ගුවන්යානා වර්ගය	2011/12	2012/13	2013/14	2014/15	2015/16
A 320	236	396	399	405	435
A 330 – 200	808	1,091	1,553	1,867	2,051
A 340 – 300	1,023	882	527	265	97
එකතුව	2,067	2,369	2,479	2,537	2,583

7.5.3.5.3. යෝජිත නව ගුවන් මාර්ග ජාලය

2011/12 සිට 2015/16 දක්වා වර්ෂ 05 තුල ගුවන්මාර්ග ජාලය තුල ධාවනය වීමට නියමිත ගුවන්යානා වර්ගය සහ වාර්ෂිකව ධාවනය වීමට නියමිත ගුවන්යානා වාර ගණන පහත පරිදි සැලසුම් කර තිබුණි.

ගුවන් මාර්ගය	ධාවනය වූ ගුවන් යානා වර්ගය	ධාවනය වීමට නියමිත ගුවන් යානා වර්ගය	2011/12	2012/13	2013/14	2014/15	2015/16
කොළඹ-අබුඩාබි	A 320	A 320	261	261	261	261	261
කොළඹ-බැංගලෝර්	A 320	A 320	366	469	469	469	471
කොළඹ-බොම්බෙයි	A 320	A 320	366	521	521	521	732
කොළඹ-පැරිසිය	A340-300	A 330-200	209	261	261	261	261
කොළඹ-කොචින්	A 320	A 320	366	365	365	365	366
කොළඹ-දිල්ලි	A 320	A 320	366	521	521	521	732
කොළඹ-දෝහා	A 320	A 320	209	209	209	209	209
කොළඹ-ෆ්‍රෑන්ක්ෆර්ට්	A 340-300	A 330-200	261	261	261	261	261
කොළඹ-ජෙඩා	A 340-300	A 330-200	105	183	209	209	209
කොළඹ-කරච්චි	A 320	A 320	209	235	261	313	314
කොළඹ-ලන්ඩන්	A 340-300	A 330-200	366	365	365	365	366
කොළඹ-මදුරාසි	A 320	A 320	732	730	730	730	732
කොළඹ-මාලදිවයින	A 320	A 320	627	678	730	782	784
කොළඹ-නරිටා	A 340-300	A 330-200	105	156	156	209	209
කොළඹ-රියාද්	A 340-300	A 330-200	105	156	156	156	157
කොළඹ-ට්‍රිවෙන්ඩ්‍රම්	A 320	A 320	366	365	365	365	366
කොළඹ-ට්‍රිචි	A 320	A 320	366	365	365	365	366
කොළඹ-දමම්	A 340-300	A 330-200	157	156	209	209	209
කොළඹ- ඩුබායි	A 320	A 320	261	261	261	261	261
කොළඹ-කුවේට්	A 340-300	A 330-200	209	209	261	365	366
කොළඹ-මදුරාසි	A 330-200	A 330-200	366	365	365	365	366
කොළඹ-මාලදිවයින	A 330-200	A 330-200	575	574	521	469	471
කොළඹ-සිංගප්පූරුව	A 320	A 320	-	730	730	730	732
කොළඹ-ක්වාලාලම්පුර්	A 320	A 320	-	730	730	730	732
කොළඹ-සූරිච්	A 340-300	A 330-200	-	156	156	156	157
කොළඹ-බැංකොක්-කැන්ටන්	A 330-200	A 330-200	157	209	209	209	209
කොළඹ-හොංකොං-ඉන්චියන්	A 330-200	A 330-200	157	209	209	209	209
කොළඹ- බැංකොක්-බිජිං	A 330-200	A 330-200	183	209	261	261	261
කොළඹ- බැංකොක්-ෂැංහයි	A 330-200	A 330-200	209	261	261	261	314

කොළඹ-ඩුබායි-මොස්කව්	A 320	A 320	131	130	130	130	131
කොළඹ-නරිටා-මාලේ-කොළඹ	A 330-200	A 330-200	105	104	104	104	105
කොළඹ-සිඩ්නි-මෙල්බන්- කොළඹ	A 330-200	A 330-200	105	156	209	209	209
කොළඹ- ක්වාලාලම්පුර් - සිංගප්පූරුව - කොළඹ	A 340-300	A 340-300	732	-	-	-	-
කොළඹ-ලාහෝර්-මාලේ- කොළඹ	A 330-200	A 330-200	340	339	365	365	366
මුළු ගුවන්යානා වාර ගණන			9,072	10,898	11,185	11,393	11,895

ඉහත සටහන ප්‍රකාරව;

i) යුරෝපීය ගුවන්මාර්ගවල ධාවනය සියයට 18 කින් හා නැගෙනහිර ආසියා ගුවන් මාර්ගවල ධාවනය සියයට 68 කින් ඉහළ දැමීමට සැලසුම් කර තිබූ අතර දකුණු ආසියාව හා මැද පෙරදිග වැනි කලාපීය ගුවන් මාර්ගවල ධාවනය වීමට නියමිත ගුවන්යානා වාර ගණන 6,013 සිට 7,372 දක්වා 2016 වර්ෂයේදී ඉහළ දැමීමට සැලසුම් කර තිබුණි.

ii) සමාගම විසින් පිළියෙල කර තිබුණු පස් අවුරුදු ව්‍යාපාරික සැලැස්ම (2010/11–2014/15) ප්‍රකාරව මොස්කව් හා ජොහැන්නස්බර්ග් දක්වා අඛණ්ඩව ගුවන්යානා ධාවනය කිරීමටත් මාලේ හා රෝමය අතර සහ මාලේ හා මිලාන් අතර ගුවන් ගමන් පවත්වා ගැනීමටත් අබුඩාබි හරහා ඇම්ස්ටර්ඩෑම් වෙත ධාවනය කිරීමටත් සැලසුම් කර තිබුණි. නමුත් උපදේශන සමාගම මගින් තහවුරු කරන ලද සැලැස්ම තුල සූරිච් දක්වා අඛණ්ඩව ගුවන් ගමන් පැවැත්වීමටත්, ඩුබායි හරහා මොස්කව් වෙත ධාවනය කිරීමටත්, කලාපීය ගුවන් මාර්ගවල ධාවනය කිරීම ඉහළ දැමීමටත් සැලසුම් කර තිබූ අතර රෝමය වෙත ධාවනය කිරීම පිළිබඳව තවදුරටත් ඇගයීම් කළ යුතු බව දක්වා තිබුණි.

iii) ඒ අනුව, සමස්ථයක් ලෙස ගුවන් මාර්ග 34 ක ගුවන් ගමන් වාර ප්‍රමාණය (Flight Frequencies) 2012 දී 9,072 සිට 2016 වන විට 11,895 දක්වා එනම් සියයට 31 කින් ඉහළ දැමීමට සැලසුම් කර තිබුණි.

7.5.4. සීඛරි උපදේශන සමාගම විසින් 2014-2018 පස් අවුරුදු කාල සීමාවට අදාලව සකස්කර තිබූ සංශෝධිත සැලැස්ම

7.5.4.1. සංශෝධිත ගුවන්යානා ඇණිය

ඉහත 7.5.3.5.1 පරිදි ගුවන්යානා ඇණිය සැලසුම් කර තිබුණ ද මතු සඳහන් ඡේද අංක 7.6.1 හි විස්තර දැක්වෙන පරිදි තෝරාගත් උපදේශන සමාගම මගින් ඉහත සැලසුම සංශෝධනය කර 2014-2018 පස් අවුරුදු කාල සීමාවට අදාලව නව සැලැස්මක් ඉදිරිපත් කර තිබූ අතර එම සැලැස්ම 2013 මැයි 22 දින අධ්‍යක්ෂ මණ්ඩලය විසින් අනුමත කර තිබුණි. (ඇමුණුම 47)

එම සැලැස්ම ප්‍රකාරව A 340 - 300 ගුවන්යානා වෙනුවට A 330 - 300 ගුවන්යානා ප්‍රතිස්ථාපනය කිරීමටත්, A 330 - 300 ගුවන්යානා සම්පූර්ණයෙන්ම ලබා ගන්නා තෙක් අමතර ගුවන්යානා ලබා නොගැනීමටත් සැලසුම් කර තිබුණි. මීට අමතරව A 320 ගුවන්යානා 02 ක් සහ A 330 - 200 ගුවන්යානා මධ්‍ය වාර්ෂික සාමාන්‍යය ලෙස ගත් කළ ගුවන්යානා 1.5 ක් වෙනුවට A 350 ගුවන්යානා හඳුන්වා දීමට සැලසුම් කර තිබුණි. ඒ අනුව ගුවන්යානා ඇණියේ මධ්‍ය වාර්ෂික සාමාන්‍යය පහත පරිදි වෙනස්කර තිබුණි.

ගුවන්යානා වර්ගය	2012/13	2013/14	2014/15	2015/16	2016/17	2017/18
A 320	08	08	08	08	09	10
A 330 – 200	07	07	07	07	06	4.5
A 340 – 300	06	06	06	04	-	-
A 330 – 300	-	-	-	02	06	06
A 350	-	-	-	-	-	1.5
මුළු ප්‍රමාණය	21	21	21	21	21	22

7.5.4.2. සංශෝධිත ගුවන්යානා උපයෝජනය

සීඛරි උපදේශන සමාගම විසින් ඉදිරිපත් කර තිබූ සංශෝධිත සැලැස්ම ප්‍රකාරව වාර්ෂික ගුවන්යානා මෙහෙයුම් පැය ප්‍රමාණයට (Block hours) වඩා පවතින ගුවන්යානා ආසන කිලෝමීටර් ප්‍රමාණය (Available Seat Kilometers - ASK), ගුවන් මෙහෙයුම් කාර්යක්ෂමතාවය මැනීමේ ඉතා හොඳ මිනුම් දණ්ඩක් බව දක්වා තිබුණි. මන්දයත්, ASK මගින් ගුවන්යානාවේ විශාලත්වය ද සලකා බැලෙන බැවිනි. ඒ අනුව, පහත පරිදි ASK ඉහළ නැංවීමට සැලසුම් කර තිබුණි.

වර්ෂය	ASK (වර්ෂයකට මිලියන)		වැඩිවීම (%)
2013	15.9		
2014	15.8		
2015	15.8		
2016	15.8	}	11
2017	17.6	}	
2018	19.5	}	11

තවද, දිනකට සාමාන්‍ය මෙහෙයුම් පැය ප්‍රමාණය එක් එක් ගුවන්යානා වර්ගය අනුව 2018 වන විට පහත පරිදි ඉහළ නැංවීමට සැලසුම් කර තිබුණි.

ගුවන්යානා වර්ගය	2013	2018	අපේක්ෂිත වර්ධනය
A 320	13.2	13.7	
A 330 – 200	13.1	15.2	
A 340 – 300	13.7	-	
A 330 – 300	-	15.4	
A 350	-	13.6	
මුළු ඇණියේ සාමාන්‍ය	13.3	14.5	+ 9.1%

7.5.4.3. සංශෝධිත නව ගුවන් මාර්ග ජාලය

සීබරි සමාගම මගින් සකස් කරන ලද සංශෝධිත ව්‍යාපාරික සැලැස්ම ප්‍රකාරව 2013 වර්ෂයේ සිට 2018 වර්ෂය දක්වා සතියකට ගුවන් ගමන් වාර ගණන සහ 2017 ඔක්තෝබර් 31 දිනට සත්‍ය වාර ගණන පහත පරිදි වේ.

ගුවන් මාර්ගය	2013	2014	2015	2016	2017	2018	2017.10.31 දිනට සත්‍ය වාර ගණන
සැලසුම් කළ ගුවන් මාර්ග							
අබුඩාබි-කොළඹ	14	14	14	14	14	14	07
බහරේන්-කොළඹ	04	-	-	-	-	-	07
බැංකොක්-කැන්ටන්	08	08	08	08	-	-	-
බැංකොක්- කොළඹ	34	34	34	34	42	42	21
බැංකොක්-හොංකොං	06	06	06	06	-	-	-
බැංකොක්-බීජිං	10	10	10	10	-	-	-
බැංකොක්-ෂැංහයි	10	10	10	10	-	-	-
බැංගලෝර්-කොළඹ	14	14	14	14	14	14	14
බොම්බේ-කොළඹ	14	14	14	14	18	28	14
කැන්ටන්-කොළඹ	-	-	-	-	06	06	07
පැරිසිය-කොළඹ	08	08	08	08	08	08	-

කොළඹ-කොචින්	28	28	28	28	28	28	13
කොළඹ-දිල්ලි	14	14	14	14	18	28	13
කොළඹ-දම්මම්	08	08	08	08	08	08	04
කොළඹ-දෝහා	14	14	14	14	14	14	11
කොළඹ-ඩුබායි	18	18	18	18	18	18	11
කොළඹ-රෝමය	06	06	06	06	06	06	-
කොළඹ-ෆ්‍රෑන්ක්ෆර්ට්	08	08	08	08	08	08	-
කොළඹ-හොංකොං	-	-	-	-	06	06	05
කොළඹ-ජෙඩා	06	06	06	06	06	06	06
කොළඹ-කරච්චි	14	14	14	14	14	14	14
කොළඹ-ක්වාලාලම්පුර්	28	28	28	28	28	28	14
කොළඹ-කුවේට්	14	14	14	14	14	14	07
කොළඹ-ලන්ඩන්	16	16	16	16	18	18	
කොළඹ-මදුරාසි	56	56	56	56	56	56	35
කොළඹ-මස්කට්	12	12	12	12	12	12	07
කොළඹ-මෙල්බන්	-	-	-	-	-	08	07
කොළඹ-මාලේ	66	66	66	66	70	70	27
කොළඹ-නරිටා	08	08	08	08	08	10	04
කොළඹ-බීජිං	-	-	-	-	10	10	04
කොළඹ-ෂැංහයි	-	-	-	-	10	12	04
කොළඹ-රියාද්	10	10	10	10	10	10	07
කොළඹ-සිංගප්පූරුව	28	28	28	28	42	42	21
කොළඹ-ට්‍රිවෙන්ඩ්‍රම්	16	14	14	14	20	28	07
කොළඹ-ට්‍රිච්	28	28	28	28	28	28	14
කොළඹ-ඩුබායි	04	04	04	04	04	04	-
මුළු ගුවන් ගමන් වාර ගණන	524	518	518	518	558	598	

සැලසුම් නොකළ ගුවන් මාර්ග

කොළඹ-සීෂෙල්ස්	04
කොළඹ-ගැන් අයිලන්ඩ්ස්	04
කොළඹ-මදුරෙයි	07
කොළඹ-කල්කටා	03
කොළඹ-විසාකපුත්නම්	04
කොළඹ-කොයිම්බැටෝ	04
කොළඹ-හයිද්‍රාබාද්	05
කොළඹ-ලාහෝර්	03
කොළඹ-ඩකා	07
කොළඹ-ජකර්තා	07
කොළඹ-කුමීන්	03
සැලසුම් නොකළ ගුවන් මාර්ග සමඟ මුළු එකතුව	358

මෙම සැලසුම අනුව ළඟා කර ගැනීම ඉතා අසීරු යථාර්ථවාදී නොවන ඉලක්ක ස්ථාපිත කර තිබුණු බව නිරීක්ෂණය විය.

උදා :- 2017 වන විට කොළඹ-මාලේ අතර දිනකට ගමන් වාර 10 ක් සැලසුම් කර තිබූ නමුත් සත්‍ය ගමන් වාර 4 ක් පමණක් වී තිබුණි.

7.6. **පුළුල්බඳ ගුවන්යානා ඇණිය ප්‍රතිස්ථාපනය කිරීම සඳහා උපදේශන සේවා ලබා ගැනීම.**

2011 ජුනි 27 දින අධ්‍යක්ෂ මණ්ඩලය විසින් අනුමත කර තිබූ පස් අවුරුදු උපායමාර්ගික සැලැස්මට අනුව ගුවන්යානා ඇණිය ප්‍රතිස්ථාපනය (Refleeting) කිරීම ප්‍රධාන කාරණයක් විය.

එම සැලැස්ම මගින් 2012/13 වර්ෂයේ සිට 2015/16 දක්වා A 330-300 වර්ගයේ ගුවන්යානා 06 ක් හා 2016/17 වර්ෂයේදී A 350-900 වර්ගයේ ගුවන්යානා 04 ක් ද වශයෙන් නව ගුවන්යානා 10 ක් අත්පත් කර ගැනීමට හා පැවති A 340-300 ගුවන්යානා ඉවත් කිරීමටත් යෝජනා කර තිබුණි. අයවැය යෝජනා මගින් මෙම ගුවන්යානා මිලදී ගැනීම ඇතුළු උපායමාර්ගික සැලසුම ක්‍රියාත්මක කිරීම සඳහා 2012 සිට 2015 දක්වා රු. මිලියන 52,886 ක් වෙන් කර තිබුණි.

7.6.1. **උපදේශන සමාගම තෝරා ගැනීම**

7.6.1.1. ගුවන්යානා ඇණිය ප්‍රතිස්ථාපනය වෙනුවෙන් උපදේශන සේවා ලබා ගැනීමේ අවශ්‍යතාවය හා නිර්දේශ කරන උපදේශන සමාගම සඳහා අනුමැතිය ලබා ගැනීමට 2012 ජනවාරි 11 දින අංක FIN/2012/01/04 දරණ අධ්‍යක්ෂ මණ්ඩල පත්‍රිකාව (ඇමුණුම 12) සමාගමේ ප්‍රධාන විධායක නිලධාරී, ජ්‍යෙෂ්ඨ කළමනාකරු (ඒකාබද්ධ කටයුතු), මූල්‍ය අංශ ප්‍රධානී හා ඉංජිනේරු අංශ ප්‍රධානී යන සාමාජිකයන් 04 දෙනෙකුගෙන් සමන්විත වූ තෝරාගැනීමේ කමිටුව විසින් ඉදිරිපත් කර තිබුණි. එම පත්‍රිකාව අනුව බාහිර උපදේශන සේවා ලබා ගැනීමට හේතූන් පහත දැක්වේ.

i) ගුවන්යානා සහ එන්ජින් තෝරා ගැනීම

ii) අත්පත් කර ගැනීමේ මිල හා කාලය වැනි කරුණු

iii) මූල්‍යයනය කිරීම

iv) ඉංජිනේරු හා තාක්ෂණික කරුණු, ගුවන්යානා තක්සේරු අගයන් ආදී කරුණු වලින් හොඳම විකල්ප අවස්ථා තෝරා ගත යුතු වීම

v) වර්ෂ 18 කින් පමණ සමාගම ගුවන්යානා නිෂ්පාදකයන් සමඟ කටයුතු කර නොතිබීම නිසා අවශ්‍ය සම්පත් හා විශේෂඥ දැනුම ආයතනය සතු නොවීම

vi) ගුවන් සමාගම් හා ගුවන්යානා කල්බදු සමාගම් කෙරෙහි වැඩිම වෙළඳපොල බලපෑමක් කළ හැකි ඔරිජිනල් ඉක්විප්මන්ට් මැනුෆැක්චර්ස් සමාගම් වල (Original Equipment Manufactors -OEM) හැසිරීම හා ක්‍රියාකාරිත්වය හොඳින් අවබෝධ කරගෙන හොඳම මිල ගණන් තෝරා ගැනීම මගින් ගුවන් සමාගමට උපරිම ප්‍රතිලාභයක් හිමිකර ගැනීම.

7.6.1.2. ඉහත අධ්‍යක්ෂ මණ්ඩල පත්‍රිකාව අනුව පහත සඳහන් ආයතන 04 න් උපදේශන සේවාව ලබා ගැනීම සඳහා යෝජනා ලබා ගෙන තිබුණි.

ආයතනය	ව්‍යාපෘතිය සඳහා ගතවන මුළු කාලය	කොන්ත්‍රාත්තුව සඳහා වන පිරිවැය	ඊමේල් පණිවිඩය යැවූ දිනය	යෝජනාව ඉදිරිපත් කළ දිනය
DVB	24 (සති) / මාස 06	375,000 (ඇමරිකානු ඩොලර්)	07.09.11	14.09.11
Ascend	08 (සති)	76,000 (පවුම්)	07.09.11	14.09.11 26.09.11
Skyworks	24 (සති)	2,800,000 (ඇමරිකානු ඩොලර්)	19.10.11	15.11.11
Seabury	32 (සති)	800,000 (ඇමරිකානු ඩොලර්)	07.09.11	14.09.11 11.11.11 09.01.12

ඉහත "අ" ඡේදයේ සඳහන් කමිටුව විසින් උපදේශන සේවාව සඳහා ඊ තැපෑල මගින් ඉහත වගුව ප්‍රකාර දින දෙකකදී යෝජනා කැඳවා තිබුණි. ඊට ප්‍රතිචාර ලෙස ඉදිරිපත් කර තිබූ යෝජනා අධ්‍යක්ෂ මණ්ඩල පත්‍රිකාවේ වෙන් වෙන්ව ඇගයීමට ලක් කර තිබුණි. එම ඇගයීම් විස්තර පහත පරිදි වේ.

i) ඩීවීබී (DVB) ආයතනය

මෙම ආයතනය ප්‍රධාන වශයෙන් වත්කම් මූල්‍යයනය, පුද්ගලික ප්‍රාග්ධනය හා උපදේශන සේවා සපයනු ලබන බැංකු ආයතනයක් බවත් උප වෙළඳ පොළ සේවා ලෙස නාවික, ගුවන් හා ගොඩබිම් ප්‍රවාහන ක්ෂේත්‍ර වල නිරතව සිටින බවත් සඳහන් කර තිබුණි. ඒ අනුව මෙම ආයතනය තෙවන පාර්ශවයක් සඳහා ගුවන්යානා අත්පත් කර ගැනීම පිළිබඳව සාකච්ඡාවන්ට මැදිහත්වී නොතිබීම හා ඔවුන්ගේ විශේෂඥතාවය මූල්‍යමය අංශ පිළිබඳ වන බැවින් මෙම උපදේශන සේවාව ලබා ගැනීම සඳහා DVB ආයතනය තෝරා ගැනීම නුසුදුසු බව තීරණය කර තිබුණි.

ii) Ascend ආයතනය

මෙම ආයතනය ගුවන්යානා නිෂ්පාදන තොරතුරු සැපයීම, ගුවන්යානා තක්සේරු කිරීම හා ඇගයීම සහ උපදේශන සේවා (Consultancy Services) ලබා දීම යනාදී සේවාවන්හි නිරතව සිටින බව සඳහන් කර තිබුණි. කමිටුවේ විස්තරාත්මක සාකච්ඡාවන් හා අනෙකුත් යෝජනා සමඟ සංසන්දනය කිරීමේදී මෙම ආයතනය ප්‍රධාන වශයෙන් වත්කම් අගය කිරීම, පර්යේෂණ සිදුකිරීම හා සියලුම ආකාරයේ ගුවන්යානා හා ගුවන් මාර්ග ආවරණය වන තොරතුරු පද්ධතියක් පවත්වාගෙන යාම සිදුකරන නමුත් ගුවන්යානා අත්පත් කර ගැනීමට අදාලව උපදේශන සේවාවන් ලබා

නොදෙන බව සඳහන් කර තිබුණි. සීබරි හා ස්කයිවර්ක්ස් ආයතනය හා සැසඳීමේදී ඩීවීබී හා ඇසෙන්ඩ් යන ආයතන දෙකෙහි තාක්ෂණික පසුබිම ගුවන් සමාගම විසින් ඉදිරිපත් කරන ලද අවශ්‍යතා අනුව වඩා පුළුල් නොවන බැවින් ඩීවීබී හා ඇසෙන්ඩ් යන ආයතන එම කමිටුව විසින් ප්‍රතික්ෂේප කර තිබුණි.

iii) Skyworks ආයතනය

මෙම ආයතනය මෑත කාලයේ ප්‍රධාන වශයෙන් විවිධ වර්ගයේ ගුවන්යානා මිලදී ගනු ලබන ගැනුම්කරුවන්ට ගුවන්යානා අත්පත් කර ගැනීම පිළිබඳව උපදේශන සේවාවන් සැපයීමේ කාර්යයන් 10 ක නිරතව සිටින බවත් අනෙක් ආයතනය වන Seabury උපදේශන සමාගම හා සැසඳීමේදී ඉහළ ස්ථානයක සිටින බවත් කමිටුව තීරණය කර තිබුණි. නමුත් Skyworks ආයතනය ඉදිරිපත් කර තිබූ ඇමරිකන් ඩොලර් මිලියන 2.8 ක් වූ මිල Seabury ආයතනය ඉදිරිපත් කර තිබූ ඇමරිකන් ඩොලර් මිලියන 0.8 මිලට වඩා අධික බැවින් Skyworks ආයතනය තෝරා නොගැනීමට තීරණය කර තිබුණි.

iv) Seabury ආයතනය

මෙම ආයතනය අවශ්‍යතාවයන්ට අනුකූලව උපදේශන සේවාව සැපයීමට හැකි බව හා ආයතනය ඉදිරිපත් කර ඇති මිල ගණන් අනෙක් ආයතනය වන Skyworks ඉදිරිපත් කර ඇති මිල ගණන් හා සැසඳීමේදී ඉතා අඩු අගයක් ගන්නා හෙයින් තෝරා ගැනීමේ කමිටුව විසින් Seabury ආයතනය උපදේශන සේවාව ලබා ගැනීම සඳහා නිර්දේශකර තිබුණි.

7.6.1.3. ගුවන්යානා ඇණිය ප්‍රතිස්ථාපනය කිරීමේ වැඩසටහන ක්‍රියාත්මක කිරීමේදී ගුවන්යානා තෝරා ගැනීම, ඇගයීම, සාකච්ඡා කිරීම, ගනුදෙනුව ක්‍රියාත්මක කිරීම හා මූල්‍යයනය කිරීම යන කාර්යයන් සඳහා Seabury ආයතනයෙන් උපදේශන සේවා ලබාගැනීම නිර්දේශ කර තිබුණි. එහෙත්, 2012 ජනවාරි 23 දින අධ්‍යක්ෂ මණ්ඩල තීරණය මගින් මූල්‍යයනය කිරීමේ කාර්යය හැර ගුවන්යානා අත්පත් කර ගැනීම සඳහා තෝරා ගැනීම /ඇගයීම හා ක්‍රියාත්මක කිරීම දක්වා කාර්යයන් සිදු කිරීමට Seabury ආයතනය ඇමරිකන් ඩොලර් 800,000 ක් ගෙවීමේ පදනම මත තෝරා ගැනීම අනුමත කර තිබුණි. (ඇමුණුම 11)

7.6.1.4. උපදේශනවරුන් තෝරා ගැනීම හා සේවයේ යෙදවීම රේඛීය අමාත්‍යාංශ ලේකම්වරයාගේ වගකීමක් වුවද ශ්‍රී ලන්කන් ගුවන් සේවා සමාගම ගුවන්යානා ප්‍රතිස්ථාපන වැඩසටහන සඳහා උපදේශනවරුන් තෝරා ගැනීමේදී අමාත්‍යාංශය සම්බන්ධ කරගෙන නොතිබුණි. තවද

ආයතනය විසින් මෙම උපදේශන සේවාව ලබාගැනීම සඳහා විධිමත් ප්‍රසම්පාදන කමිටුවක් පත්කර නොතිබුණි.

7.6.2. **උපදේශනයන් තෝරාගැනීම හා සේවයේ යෙදවීම පිළිබඳ 2007 අගෝස්තු මසැති ප්‍රසම්පාදන මාර්ගෝපදේශ සංග්‍රහය හා 2007 නොවැම්බර් මසැති ප්‍රසම්පාදන අත්පොතට අනුකූලවීම්**

7.6.2.1. ප්‍ර.මා.ස. 2.2.1 ඡේදය අනුව උපදේශකවරුන් තෝරා ගැනීම හා සේවයේ යෙදවීම රේඛීය අමාත්‍යාංශ ලේකම්වරයාගේ වගකීමක් වන අතර ශ්‍රී ලන්කන් ගුවන් සේවා සමාගම ගුවන්යානා ප්‍රතිස්ථාපන වැඩසටහන සඳහා උපදේශකවරුන් තෝරා ගැනීමේදී අමාත්‍යාංශය සම්බන්ධ කරගත යුතුවේ.

7.6.2.2. ප්‍ර.මා.ස. 2.3.1 ඡේදය අනුව සමාගම විසින් අභිප්‍රාය ප්‍රකාශයක් Expression of Interset (EOI) සකස් කර එය සමාලෝචනය සඳහා උපදේශන ප්‍රසම්පාදන කමිටුව වෙත ඉදිරිපත් කළ යුතුය. තවද, සමාගම විසින් පහත කරුණු ඇතුලත් කර යෝජනා ඉල්ලීමේ (Request for Proposal) ප්‍රකාශයක කෙටුම්පතක් සකස් කර එය උපදේශන ප්‍රසම්පාදන කමිටුව මගින් සමාලෝචනය කර අනුමත කරගත යුතුය.

- ❖ සමාගම පිළිබඳ තොරතුරු
- ❖ තාක්ෂණික යෝජනාව ප්‍රමිතිගත (Technical Proposal Standard)
- ❖ මූල්‍ය යෝජනාව ප්‍රමිතිගත (Financial Proposal)
- ❖ අදාල කොන්දේසි (Terms and Reference), අයවැය (Budget)
- ❖ උපදේශනවරු තෝරා ගැනීමේ නිර්ණායක හා තෝරාගන්නා පාර්ශවය සමඟ එළඹීමට නියමිත ගිවිසුමේ ප්‍රමිතිගත පිටපත (Stanadard Forms of Contract)

7.6.2.3. ප්‍ර.මා.ස. 2.6.2 ඡේදය අනුව සමාගම විසින් කොන්ත්‍රාත් මිල රු. මිලියන 50 ට වැඩි හා රු. මිලියන 200 අඩු ප්‍රසම්පාදනයන් සඳහා තරඟකාරී ක්‍රමය අනුගමනය කරමින් සුදුසු උපදේශකයෙකු තෝරා ගන්නේ නම් අමාත්‍යාංශ උපදේශන ප්‍රසම්පාදන කමිටුවක් පත් කළ යුතු අතර එහි රේඛීය අමාත්‍යාංශ ලේකම් / අතිරේක ලේකම් සභාපති විය යුතු වේ.ඉතිරි සාමාජිකයන් උපදේශකවරුන් පත්කර ගැනීමට අදාල කරුණු පිළිබඳ දැනුවත් හා ඊට අමතරව උපදේශකයන් තෝරාගැනීමේ ක්‍රමවේදය පිළිබඳ නිපුණතාවයක් සහිත එක් සාමාජිකයෙක් සහිත මුළු සාමාජික සංඛ්‍යාව 04 කට නොඅඩු සංඛ්‍යාවක් විය යුතුය.

7.6.2.4. ප්‍ර.මා.ස. 3.3 ඡේදය අනුව කාර්යයෙහි අරමුණු, විෂය පථය, අදාල කරගත යුතු කොන්දේසි, පසුබිම් තොරතුරු හා අයවැය ආදී උපදේශන සමාගමට අවශ්‍ය සම්පත් තීරණය කිරීම සඳහා තොරතුරු යෝජනා ඉල්ලීම් (RFP) මගින් ප්‍රසම්පාදන අස්ථිත්වය විසින් ලබාදිය යුතු විය.

7.6.2.5. ප්‍ර.මා.ස. 3.4 ඡේදය අනුව යෝජිත කාර්යය සඳහා අදාල වියදම් හඳුනාගෙන ඒ අනුව පිරිවැය ඇස්තමේන්තුවක් සකස් කළ යුතු වේ.

7.6.2.6. ප්‍ර.මා.ස. 3.5 ඡේදය අනුව රු. මිලියන දෙක ඉක්මවන සහ සංකීර්ණ වූ කාර්යභාරයන් වෙනුවෙන් ජාත්‍යන්තර උපදේශන ආයතනවලින් සහභාගිත්වය බලාපොරොත්තුව වන්නේ නම් ජාතික මෙන්ම ජාත්‍යන්තර මාධ්‍යවලද අභිප්‍රාය ප්‍රකාශ EOI ඉදිරිපත් කිරීම සඳහා දැන්වීම් පලකල යුතු වේ.

7.6.2.7. ප්‍ර.මා.ස. 3.6 ඡේදය අනුව යෝජනා ලබා ගැනීම සඳහා තෝරා ගත යුතු (short listed) ආයතන සංඛ්‍යාව 7 ක් විය යුතු වේ.

7.6.2.8. ප්‍ර.මා.ස. 3.8.1 ඡේදය අනුව සාමාන්‍ය අවස්ථාවලදී බහුලව භාවිතා කරන ගුණාත්මක බව හා පිරිවැය (Quality and Cost) පදනම මත තෝරා ගැනීමේ ක්‍රමය යටතේ තාක්ෂණික හා මූල්‍ය යෝජනා වෙන් වෙන්ව මුද්‍රා තබන ලද කවර දෙකක් මගින් එක විටම ඉදිරිපත් කළ යුතු වේ.

7.6.2.9. ප්‍ර.මා.ස. 5.2.1 (අ) ඡේදය අනුව සමාගම විසින් ප්‍රසම්පාදන සැලැස්මක් පිළියෙල කර එහි ලබා ගැනීමට නියමිත උපදේශන සේවාවන් ඇතුලත් කළ යුතු වේ.

7.6.2.10. ප්‍ර.මා.ස. 6.5.7 ඡේදය අනුව උපදේශන සේවා ආයතන යෝජනා ඉදිරිපත් කිරීමේදී එහි වලංගු කාල සීමාව දැක්විය යුතුය. රු. මිලියන 100 හෝ ඊට වැඩි රජයේ අරමුදල් පදනම් කරගෙන සිදු කරන ව්‍යාපෘති සඳහා යෝජනාවක අවම වලංගු කාල සීමාව දින 140 ක් විය යුතු වේ.

7.6.2.11. ප්‍ර.මා.ස. 6.5.9 ඡේදය අනුව තාක්ෂණික යෝජනා ඇගයීමේ නිර්ණායකයන් සඳහා වෙන් කරන ලද ලකුණු යෝජනා කැඳවීමේදී අනාවරණය කළ යුතු වේ.

7.6.2.12.ප්‍ර.මා.ස. 7.3.1 ඡේදය අනුව සියළු යෝජනා එක ස්ථානයකට පමණක් පහත ආකාරයට ලබා ගත යුතු බව දක්වා ඇත.

i) ලියාපදිංචි තැපැල් මගින්

ii) පෞද්ගලිකව භාරගැනීම (ප්‍රසම්පාදන කමිටුවේ නිලධාරියෙකු එවැනි යෝජනා නිශ්චිතව සඳහන් කරන ලද ස්ථානයකට ලැබුණු බවට අනුමත කළ යුතුය.)

තවද, උපදේශකයන්ගේ සුදුසුකම් මත පදනම්ව තෝරා ගැනීමේ ක්‍රමය (CQS) හා Single Source Selection (SSS) ක්‍රමය යටතේ හැර අනෙක් සියලුම ක්‍රම යටතේ සියලුම යෝජනාවන් මුද්‍රා තබන ලද කවර මගින් ඉදිරිපත් කළ යුතු බව හා යෝජනාව මුල් පිටපත හා තවත් පිටපතකින් වෙන් වෙන්ව පැහැදිලිව මුද්‍රා තබන ලද කවර දෙකක් මගින් භාරදිය යුතු වේ.

7.6.2.13.ප්‍ර.මා.ස. 7.4.1 ඡේදය අනුව උපදේශන ප්‍රසම්පාදන කමිටුවට සමගාමීව යෝජනා විවෘත කිරීමේ කමිටුවක් පත් කළ යුතු අතර එම කමිටුව විසින් යෝජනා ඉදිරිපත් කළ යුතු අවසාන දිනයෙන් පසුව හැකි ඉක්මණින් නියමිත වේලාවට තාක්ෂණික යෝජනා විවෘත කළ යුතුය. එම යෝජනා නියමිත ආකෘති පත්‍රයට අනුව ලැයිස්තුගත කර ඇගයීම් කමිටුව වෙත ඇගයීම සඳහා ඉදිරිපත් කළ යුතු අතර මූල්‍ය යෝජනා මුද්‍රා තබන ලද කවර වල ඇතුලත් වේද යන්න පරීක්ෂා කර තහවුරු කරගත යුතුවේ.

7.6.2.14.ප්‍ර.මා.ස. 8.11.2 ඡේදය අනුව තාක්ෂණික හා මූල්‍ය යෝජනා ඇගයීම සිදු කිරීමෙන් පසුව උපදේශන ප්‍රසම්පාදන කමිටුව විසින් තෝරා ගැනීම පිළිබඳ අවසන් ඇගයීම් වාර්තාව ජාතික ප්‍රසම්පාදන නියෝජිත ආයතනය විසින් ප්‍රසිද්ධ කරන ලද නිශ්චිත ආකෘති පත්‍රයකට අනුව පිළියෙල කර ඉදිරිපත් කළ යුතු වේ.

7.6.2.15.ප්‍ර.මා.ස. 9.2.1 ඡේදය අනුව, කොන්ත්‍රාත්තුව පිරිනැමීමේ ලිපිය, යෝජනා වලංගු කාල සීමාව තුළ නිකුත් කළ යුතු අතර කාර්යය ආරම්භ කිරීමට ප්‍රථම ඉතා ඉක්මනින් කොන්ත්‍රාත්තුවට එළඹීම සඳහා සැලසුම් කළ යුතුය.කෙසේ වුවත්, සමාගමේ අධ්‍යක්ෂ මණ්ඩලය 2012 ජනවාරි 23 දින සීබරි (Seabury) ආයතනයෙන් උපදේශන සේවාව ලබා ගැනීම සඳහා අනුමැතිය ලබා දී තිබුණද අදල කොන්ත්‍රාත්තු ගිවිසුමට එළඹ තිබුණේ 2012 අගෝස්තු 28 දිනදීය.

7.6.2.16.ප්‍ර.මා.ස. 9.5.1 ඡේදය අනුව, සමාගම තෝරාගත් උපදේශන සේවා ආයතනය වෙත විධිමත් පිළිගැනීමේ ලිපියක් නිකුත් කළ යුතු වේ.

7.6.3 **ගුවන්යානා ඇණිය ප්‍රතිස්ථාපනය සඳහා තෝරා ගන්නා ලද ආයතනයෙන් උපදේශන සේවා ලබා ගැනීම**

2012 අගෝස්තු 28 දින සීබරි සමාගම සමඟ එළඹ තිබූ ගිවිසුම (ඇමුණුම 13) ප්‍රකාරව, අදාල විද්‍යුත් ඉදිරිපත් කිරීම් 20 ක් 2012 ඔක්තෝබර් 19 සිට 2013 පෙබරවාරි 26 දින දක්වා ලබාදී තිබුණි. එම ඉදිරිපත් කිරීම්වලට අමතරව අත්සන් කරන ලද සාරාංශගත වාර්තාවක් සමාගමේ ප්‍රධාන විධායක නිලධාරී වෙත 2017 සැප්තැම්බර් 18 දින ලබාදී තිබුණි. (ඇමුණුම 14) විස්තර පහත දැක්වේ.

7.6.3.1. **2012 නොවැම්බර් ඉදිරිපත් කිරීම. (Presntation)**

ගුවන්යානා ඇණිය ප්‍රතිස්ථාපනය සඳහා එයාර්බස් හා බෝයිං යන වර්ග සම්බන්ධයෙන් සිදුකරන ලද ඇගයීම් අනුව විකල්ප සැලසුම් 4 ක් ඉදිරිපත් කර තිබුණි.

I එයාර්බස් සමාගම මගින් නිෂ්පාදිත ගුවන්යානා පමණක් තෝරාගැනීම.

- A 330-300 - යානා 06 ක් කල්බදු පදනම මත ලබාගෙන දිගටම තබාගැනීම
  A 350-900 - යානා 07 ක් සෘජුව මිලදී ගැනීම
- A 330-300 - යානා 06 ක් කල්බදු පදනම මත ලබාගෙන පසුව A 350-900 මගින් ප්‍රතිස්ථාපනය
  A 350-900 - යානා 13 ක් සෘජුව මිලදී ගැනීම

II එයාර්බස් සමාගම හා බෝයිං සමාගම මගින් නිෂ්පාදිත ගුවන්යානා මිශ්‍රණයක් තෝරාගැනීම.

- A 330-300 - යානා 06 ක් කල්බදු පදනම මත ලබාගෙන දිගටම තබාගැනීම
  787-9 - යානා 07 ක් සෘජුව මිලදී ගැනීම
- A 330-300 - යානා 06 ක් කල්බදු පදනම මත ලබාගෙන පසුව A 350-900 මගින් ප්‍රතිස්ථාපනය
  787-9 - යානා 13 සෘජුව මිලදී ගැනීම

කල් ඉකුත්වන සියලු A 340 ගුවන්යානා ඉවත් කිරීම, ශ්‍රීලංකා ගුවන් මගීන්ට නූතන හා යාවත්කාලීන ගුවන් කුටි පහසුකම් සැලසීම, පුළුල්බඳ ගුවන්යානා වර්ග 2 ක් තබා ගැනීම හා මෙහෙයුම් සංකීර්ණතාවය අවම කර ගැනීම මෙම යෝජනා සඳහා හේතු වී තිබුණි.

7.6.3.2. **2012 දෙසැම්බර් 11 දින ඉදිරිපත් කිරීම**

සමාගමේ මූල්‍ය අංශ ප්‍රධානී වෙත එවන ලද මෙම වාර්තාව මගින් ශ්‍රී ලන්කන් ගුවන් සමාගමේ කළමනාකරණය, අධ්‍යක්ෂ මණ්ඩලයට හා රජයේ පාර්ශවකරුවන් (Government Stake Holders) විසින් ප්‍රකාශ කරන ලද සම්බන්ධිත ඉලක්ක සහ සීමා මත ඉදිරිපත් කරන ලද යානා ඇණිය පිළිබඳ යෝජනා සීමාකරන ලද බව දක්වා තිබුණි. ඒ අනුව පවත්නා පැරණි ගුවන්යානා වෙනුවට නව ගුවන්යානා මෙහෙය විය යුතු බව, නව පරපුරේ A 350 සහ බෝයිං 787 ගුවන්යානා මිලදීගෙන ගුවන් ඇණියට ඉතා ඉක්මණින් එකතු කළ යුතු වීම හා මෙහෙයුම් සංකීර්ණතාවය අවම කර ගැනීම (එක් වර්ගයක ගුවන්යානා පමණක් භාවිතා කිරීම) සිදු විය යුතු බව සමාගමේ ඉලක්ක වී තිබුණි.

තවද සමාගම විසින් ඉදිරියේදී අපේක්ෂිත මගී ඉල්ලුමට A 350-900 ගුවන්යානා යෝග්‍ය වන බවත් 2020 සිට එයාර්බස් සමාගමේ යානා සහ 2019 සිට බෝයිං සමාගමේ යානා මිලදීගත හැකි බවත් එසේ වුවද A 350 වර්ගයේ ගුවන්යානා වලින් කිහිපයක් කල්බදු සමාගම් හරහා ඉතා ඉක්මණින් ලබා ගත හැකි බවද දක්වා තිබුණි.

A 330 වර්ගයේ ගුවන්යානා මෑතක සිට ඉන්ධන දහනය පිරිමැසුම්දායක වන ආකාරයට නිපදවන බව සහ සමාගම භාවිතා කරන පැරණි A 330 වර්ගයේ යානා වෙනුවට නව 330-300 යානා යොදා ගත හැකි බවටද නිර්දේශ කර තිබුණි. තවද A 330-300 වර්ගයේ ගුවන්යානා ශ්‍රී ලන්කන් ගුවන් සමාගමේ ගුවන් ඇණියට පහත ආකාරයට ප්‍රතිස්ථාපනය කළ යුතු බව දක්වා තිබුණි.

සමාගම සතුව දැනට පවතින ගුවන්යානා වර්ගය	ඇණියෙන් ඉවත් කළ යුතු කාල සීමාව	ප්‍රතිස්ථාපනය කළ යුතු ගුවන්යානා වර්ග
A 330-200	ජනවාරි 2014	A 330-300
A 340-300	නොවැම්බර් 2014	A 330-300
A 340-300	ජනවාරි 2015	A 330-300
A 340-300	ජනවාරි 2015	A 330-300
A 340-300	මැයි 2015	A 330-300
A 340-300	ඔක්තෝබර් 2015	A 330-300
A 340-300	ඔක්තෝබර් 2015	A 330-300

තවද, 2014/15 දී ඇණියට එකතු කරන ලද නව A 330-300 ගුවන්යානා කල්බදු සමාගමකින් ගන්නේ නම් හෝ සෘජුවම Airbus සමාගමෙන් ගැනීම හෝ එවිට විකුණා නැවත කල්බදු ගැනීමේ ක්‍රමයක් මගින් ඒවාට අවශ්‍ය මුදල් යෙදවිය හැකි බවත් දක්වා තිබුණි.

උපදේශන සමාගමට අනුව 2014 දී බදු කාලය අවසන් වන A 330-200 හා 340-300 යන ගුවන්යානා දෙකද 2015 දී බදු කාලය ඉකුත්වන A 340-300 ගුවන්යානා 05 ක්ද වෙනුවට A 330-300 ගුවන්යානා 7 ක් ප්‍රතිස්ථාපනය කළ යුතු බව පෙන්වා දී තිබුණි.

7.6.3.3. **2013 ජනවාරි ඉදිරිපත් කිරීම**

I අවුරුදු 20 ශුද්ධ වර්තමාන අගය (20 year NPV of Selected Scenarios)

අනුක්‍රමික අංකය	විස්තරය	ශුද්ධ වර්තමාන වටිනාකම (ඇ.ඩොලර් මිලියන)
1	A 330 + 350 වර්ගය	107.8
2	A 330 + 787 වර්ගය	187.9
3	A 350 වර්ගය පමණක්	-49.3
4	787 වර්ගය පමණක්	89.5

ඉහත ශුද්ධ වර්තමාන වටිනාකම් වලින් හොඳම මූල්‍ය ප්‍රතිඵල ලැබෙන අවස්ථාවන් වන 1 හා 2 විකල්පයන් තෝරා ගත යුතු බව උපදේශන සමාගම යෝජනා කර තිබුණි.

II A 330-300 වර්ගයේ ගුවන්යානා 06 සඳහා (සෘජුවම Airbus සමාගමෙන් මිලදී ගනු ලබන්නේ නම්) මුළු ප්‍රාග්ධන අවශ්‍යතාවය ඇමරිකානු ඩොලර් මිලියන 771 ක් ලෙස දක්වා තිබුණි. විස්තර පහත දැක්වේ.

වර්ෂය	ඇමරිකානු ඩොලර් මිලියන
2013	63
2014	210
2015	498
එකතුව	771

තවද මෙම ප්‍රාග්ධන අවශ්‍යතාවය තුල ලැබීමට පෙර ගෙවීම් (PDP) සහ ගුවන්යානයේ හා එන්ජිමේ මිල ද ඇතුලත් බව දක්වා තිබුණි.

7.6.3.4. **2017 සැප්තැම්බර් 18 දින ලබාදී තිබූ අත්සන් කරන ලද වාර්තාව** (ඇමුණුම 14)

I සමාගමේ සමස්ථ උපායමාර්ගික ව්‍යාපාර සැලැස්ම සහ සමාගමේ අවශ්‍යතාවය හා කැමැත්ත මත තීරණය කරන ලද පුළුල් බඳ ගුවන්යානා ප්‍රතිස්ථාපනය කළ යුතු ප්‍රමාණය පිළිබඳ කිසිදු විශ්ලේෂණයක් සීබරි උපදේශන සමාගම විසින් සිදු නොකරන ලද බව ප්‍රධාන වශයෙන් දක්වා තිබුණි.

II ශ්‍රී ලන්කන් ගුවන් සේවා සමාගම විසින් පහත ගනුදෙනු වලට එළඹීම සඳහා අවශ්‍ය අධිකාරි බලය (Authority) ඉල්ලා තිබූ බව ඉහත සඳහන් වාර්තාවේ විධායක සාරාංශය තුල දක්වා තිබුණි.

- ❖ A 330-300 ගුවන්යානා 06 ක් රෝල්ස් රොයිස් එන්ජින් සමඟ 2014/2015 වර්ෂයේදී ලබාගැනීම.
- ❖ A 350-900 ගුවන්යානා 04 ක් 2020/2021 දී ලබාගැනීම.
- ❖ A 350-900 අමතර ගුවන්යානා 03 ක් කල්බදු පදනම මත 2017 වර්ෂයේදී ලබාගැනීම සඳහා ගිවිසුම්ගත වීම.

III ශ්‍රී ලන්කන් ගුවන් සේවා සමාගම විසින් ගතයුතු ඉදිරි පියවර ලෙස වාර්තාව මගින් පහත නිර්දේශ සිදුකර තිබුණි.

- ❖ පහත ගනුදෙනු සඳහා අදාල අනුමැතිය ලද වහාම මාසයක් තුල එයාර්බස් සමාගම සමඟ අවබෝධතා ගිවිසුමකට එළඹීම.
- ❖ ශ්‍රී ලන්කන් ගුවන් සේවා සමාගමේ අධ්‍යක්ෂ මණ්ඩලය හා ප්‍රධාන ආයෝජකයාගෙන් අදාළ අනුමැතීන් ලබාගැනීම.
- ❖ එයාර්බස් සමාගම විසින් යෝජිත අවබෝධතා ගිවිසුම සම්බන්ධයෙන් නීතිමය විශ්ලේෂණයක් සිදුකිරීම සහ අවශ්‍ය නම් අදාල වෙනස්කම් සිදු කර ගැනීම.
- ❖ එයටම සමාන්තර ක්‍රියාවලියක් ලෙස ගුවන්යානා මිලදී ගැනීම, මූල්‍යයනය කිරීමේ විකල්ප ක්‍රම ඇගයීම (උදා: මූලිකව විකිණීම හා නැවත කල්බදු ගැනීම වැනි.)
- ❖ A 350-900 ගුවන්යානා 03 ක් කල්බදු පදනම මත 2017 දී ලබාගැනීම සඳහා ගිවිසුම් වලට එළඹීම.
- ❖ දැනට පවතින A 330-200 ගුවන්යානා 03 කල්බදු කාලසීමාව 2020 දක්වා දීර්ඝ කිරීම.

7.6.3.5. සීබරි සමාගමෙන් ලබා ගන්නා ලද ඉහත සේවාවන් වෙනුවෙන් එම සමාගමට ඩොලර් 612,345 ක් ගෙවා තිබුණි. (ඇමුණුම 15)

7.7. **ගුවන්යානා ඇණිය ප්‍රතිස්ථාපනය සඳහා අනුමැතිය ලබාගැනීම**

7.7.1 **අධ්‍යක්ෂ මණ්ඩල අනුමැතිය ලබා ගැනීම**

7.7.1.1. 2012 අගෝස්තු 28 දිනැති අධ්‍යක්ෂ මණ්ඩල පත්‍රිකා අංක CORP/2012/07/54 (ඇමුණුම 35) මගින් උපදේශන ආයතනයේ සහයෝගය ඇතිව ගුවන්යානා සමාගමට එකතු කරගත යුතු ආකාරය තීරණය කිරීම සඳහා 4 දෙනෙකුගෙන් යුතු කමිටුවක් පත්කර තිබුණි. විස්තර පහත වේ.

තනතුර	නිලධාරියාගේ නම
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ප්‍රධාන විධායක නිලධාරී (CEO)	කපිල චන්ද්‍රසේන
ප්‍රධාන මෙහෙයුම් නිලධාරී (COO)	ඩaaවි පෙරේරා
මූල්‍ය අංශ ප්‍රධානී (HOF)	යසන්ත දිසානායක
ඉංජිනේරු අංශ ප්‍රධානී (HOE)	ප්‍රියන්ත රෝස්

7.7.1.2. 2013 පෙබරවාරි 26 දින ප්‍රධාන විධායක නිලධාරී විසින් අධ්‍යක්ෂ මණ්ඩලය වෙත ගුවන්යානා ඇණිය ප්‍රතිස්ථාපනය පිළිබඳව ඉදිරිපත් කිරීමක් (Presentation) කර තිබුණි. ඒ අනුව උපදේශන සමාගම විසින් කරන ලද ඉදිරිපත් කිරීම් හා සාරාංශගත අවසන් වාර්තාවක් සැලකිල්ලට ගෙන ඉහත කමිටුව විසින් 2013 පෙබරවාරි 28 දිනැති CORP/2013/02SP/23 දරණ අධ්‍යක්ෂ මණ්ඩල පත්‍රිකාව (ඇමුණුම 32) සකස් කර තිබුණි. එහෙත් උපදේශන සමාගම විසින් ඉහත කමිටුව සමඟ සම්බන්ධව මූල්‍ය හා ආර්ථිකමය වාසි සහගත බව අගයමින් ඇගයීම් වාර්තාවක් සකස් කර නොතිබුණි.

එම අධ්‍යක්ෂ මණ්ඩල පත්‍රිකාව මගින් කර තිබූ නිර්දේශයන් පහත පරිදි වේ.

i) ගුවන්යානා ඇණිය ප්‍රතිස්ථාපනය සඳහා අමාත්‍ය මණ්ඩල අනුමැතිය ඉල්ලීම.

ii) 2014 වර්ෂයේදී ගුවන්යානා ලබා ගැනීම පිණිස 2013 මාර්තු 31 දිනට පෙර එයාර්බස් හා එන්ජින් නිෂ්පාදන සමාගම වූ රෝල්ස් රෝයිස් සමාගම සමඟ අවබෝධතා ගිවිසුම්වලට එළඹීම සඳහා අමාත්‍ය මණ්ඩල අනුමැතියට යොමුකිරීම.

iii) රෝල්ස් රෝයිස් Trent 700 වර්ගයේ එන්ජිමෙන් බලගන්වන ලද A 330-300 ගුවන්යානා 2014 වර්ෂයේ අවසන් කාර්තුවේ සිට 2015 දක්වා ලැබෙන පරිදි මිලදී ගැනීම.

iv) ඉතා ඉක්මණින් මෙසේ මිලදී ගන්නා A 330-300 ගුවන්යානා 06 විකුණා නැවත කල්බදු ගැනීමට කටයුතු කිරීම.

v) 2020/2021 වර්ෂය සිට ලැබෙන පරිදි රෝල්ස් රොයිස් XWB එන්ජින් වලින් බල ගන්වන ලද A 350-900 ගුවන්යානා 04 ක් මිලදී ගැනීම.

vi) A 330-200 වර්ගයේ ගුවන්යානා 04 ක් වෙනුවට A 350-900 ගුවන්යානා 3 ක් 2017 වර්ෂයේදී ලබා ගැනීම.

vii) A 350-900 ගුවන්යානා 04 ක් මිලදී ගෙන විකුණා නැවත මෙහෙයුම් කල්බදු ක්‍රමය යටතේ ලබා ගැනීම.

7.7.1.3. ඉහත 7.7.1.1 හි දැක්වෙන අධ්‍යක්ෂ මණ්ඩල පත්‍රිකාව 2013 මාර්තු 01 දින බත්තරමුල්ල කථානයක නිල නිවසේ පවත්වා තිබූ අධ්‍යක්ෂ මණ්ඩල රැස්වීමේදී ඉදිරිපත් කර තිබුණි. තවද මෙම පත්‍රිකාව සමඟ සීබරි සමාගම විසින් සකස් කරන ලද 2012 - 2017 "Market Outlook" නම් වූ නව සැලසුම ද විද්‍යුත් ඉදිරිපත් කිරීම (Power Point Presntation) මගින් ඉදිරිපත් කර තිබුණි. එදින අධ්‍යක්ෂ මණ්ඩල රැස්වීමේදී ඉහත පත්‍රිකාවෙහි සඳහන් නිර්දේශ ක්‍රියාත්මක කිරීමට අධ්‍යක්ෂ මණ්ඩලයේ පැමිණ සිටි සාමාජිකයන් 05 දෙනා අනුමැතිය ලබා දී තිබුණි.

7.7.2. **අමාත්‍ය මණ්ඩල අනුමැතිය සඳහා ඉදිරිපත් කිරීම**

7.7.2.1. ඉහත අධ්‍යක්ෂ මණ්ඩල අනුමැතිය ප්‍රකාරව 2013 මාර්තු 27 දිනැති අංක 13/0407/545/007 දරණ අමාත්‍ය මණ්ඩල සංදේශය (ඇමුණුම 20) සකස් කර අමාත්‍ය මණ්ඩල කාර්යාලය වෙත ඉදිරිපත් කර තිබුණි. එහි ඇතුලත් වූ ප්‍රධාන කරුණු පහත පරිදි වේ.

i) ගුවන්යානා තෝරාගැනීමේ පිළිවෙත

ii) ගුවන්යානා එන්ජින් තෝරා ගැනීමේ නිර්ණායක

iii) A 340 ගුවන්යානා 6 ක් සඳහා A 330-300 ගුවන්යානා 06 ක් ප්‍රතිස්ථාපනය (replacement)

iv) බෝයිං ගුවන්යානා සමඟ සැසඳීමේදී එයාර්බස් ගුවන්යානා තෝරා ගැනීමට හේතු

v) A 350 ගුවන්යානා වල කිලෝමීටරයකට පිරිවැය අඩු බව

vi) වෙනත් පොදු වාසි

vii) A 350 සඳහා එන්ජින් තේරීම.

viii) රටට සිදුවන වාසි

ix) අරමුදල් අවශ්‍යතාවය

x) අනුමැතිය සඳහා වූ නිර්දේශ 5 ක්

7.7.2.2. මේ අතර 2013 අප්‍රේල් 16 දින පහත නිලධාරීන්ගේ සහභාගිත්වයෙන් භාණ්ඩාගාර ලේකම් විසින් කැඳවන ලද විශේෂ රැස්වීමක් මහා භාණ්ඩාගාරයේ පවත්වා තිබුණි.

i) භාණ්ඩාගාර ලේකම්

ii) සිවිල් ගුවන් සේවා අමාත්‍යාංශයේ ලේකම්

iii) භාණ්ඩාගාර නියෝජ්‍ය ලේකම්

iv) ශ්‍රී ලන්කන් ගුවන් සේවා සමාගමේ සභාපති

v) ශ්‍රී ලන්කන් ගුවන් සේවා සමාගමේ ප්‍රධාන විධායක නිලධාරී (අධ්‍යක්ෂ)

vi) අධ්‍යක්ෂ ජනරාල් -පොදු ව්‍යාපාර දෙපාර්තමේන්තුව, භාණ්ඩාගාරය

vii) සහකාර අධ්‍යක්ෂ ජනරාල් -පොදු ව්‍යාපාර දෙපාර්තමේන්තුව, භාණ්ඩාගාරය

මෙම රැස්වීමේදී සාකච්ඡා කරන ලද කරුණු පිළිබඳ සටහනක් ශ්‍රී ලන්කන් ගුවන් සේවා සමාගමේ ප්‍රධාන විධායක නිලධාරී විසින් විද්‍යුත් තැපෑල මගින් සහභාගී වූ නිලධාරීන් වෙත 2013 අප්‍රේල් 19 දින යවා තිබුණි. (ඇමුණුම 24) ඒ අනුව ශ්‍රී ලන්කන් ගුවන් සේවා සමාගමේ පුළුල් බඳ ගුවන්යානා ඇණිය ප්‍රතිස්ථාපනය සඳහා අමාත්‍ය මණ්ඩල පත්‍රිකාවක් ඉදිරිපත් කිරීම සඳහා වූ හේතූන් විමර්ශනය කිරීමට මහා භාණ්ඩාගාරයේ ලේකම්වරයා විසින් මෙම රැස්වීම කැඳවා තිබූ බව නිරීක්ෂණය විය.

මෙම රැස්වීමේදී මහා භාණ්ඩාගාරයේ ලේකම්වරයාගේ අදහස අනුව ශ්‍රී ලන්කන් ගුවන් සේවා සමාගම, සමාගම් පනත යටතේ පිහිටුවා ඇති සීමිත පොදු සමාගමක් බැවින් හා රජය මගින් නම්කරන ලද හා පත්කරන ලද අධ්‍යක්ෂ මණ්ඩලයක් ඇති බැවින් සමාගමේ ගුවන්යානා ඇණිය සඳහා ආයෝජනය කිරීමට අමාත්‍ය මණ්ඩල අනුමැතිය අවශ්‍ය නොවන බවත්, ඒ අනුව අදාළ අමාත්‍ය මණ්ඩල පත්‍රිකාව ඉවත් කර ගැනීමට මුදල් අමාත්‍යාංශයේ නිලධාරීන්ට උපදෙස් දී තිබුණි. තවද ගුවන් සමාගමේ ගුවන්යානා ප්‍රතිස්ථාපන කටයුතු අධ්‍යක්ෂ මණ්ඩල අනුමැතිය යටතේ කරගෙන යාම සඳහා එකඟතාවය එහිදී පළකර තිබුණි.

7.7.2.3. 2013 මාර්තු 27 දිනැති අංක 13/0407/545/007 දරණ අමාත්‍ය මණ්ඩල පත්‍රිකාව සඳහා අමාත්‍ය මණ්ඩල ලේකම් විසින් විවිධ පාර්ශව වෙත යොමුකර ලබාගෙන තිබූ නිරීක්ෂණ පිළිබඳ විස්තර පහත වේ.

i) **මුදල් හා ක්‍රම සම්පාදන අමාත්‍යවරයා:**

ශ්‍රී ලන්කන් ගුවන් සේවා සමාගම ස්වාධීන අධ්‍යක්ෂ මණ්ඩලයක් යටතේ පාලනය වන සමාගම් පනත යටතේ සංස්ථාපනය කරන ලද සමාගමක් නිසා යානා ඇණිය ප්‍රතිස්ථාපනය කිරීම මීට ප්‍රථම යානා ඇණිය ප්‍රතිස්ථාපනය කළ පරිදි සභාපති විධායක නිලධාරී හා අධ්‍යක්ෂ මණ්ඩලයේ වගකීම බව.

තවද යානා ඇණිය ප්‍රතිස්ථාපනය කිරීම මූල්‍යමය වශයෙන් ගුවන් සමාගම සහ ප්‍රාග්ධනකරණය ශක්තිමත් වන අයුරුන් සිදු කිරීමට අධ්‍යක්ෂ මණ්ඩලය වගබලා ගත යුතු බව. (ඇමුණුම 21)

ii) **ජාතික භාෂා හා සමාජ ඒකාබද්ධතා අමාත්‍යවරයා:**

තීරණයක් ලබා දීම සඳහා යානා වල වටිනාකම්, කාල වකවානු ආදී විස්තර අවශ්‍ය බව.

iii) **ශ්‍රී ලංකා මහ බැංකුව:**

දිගුකාලීන ලාභ සහ රටට හිතකර ආර්ථිකය හා අනෙකුත් කරුණුද සැලකිල්ලට ගෙන මෙම යෝජනාව අධ්‍යයනය කිරීම අවශ්‍ය බව හා මෙම යෝජනාව තවදුරටත් අධ්‍යයනයට හා නිර්දේශ ඉදිරිපත් කිරීමට විශේෂ කමිටුවක් පත්කිරීම නිර්දේශ කිරීම.

iv) **උපායමාර්ගික ව්‍යවසාය කළමනාකරණ ආයතනය (SEMA):**

ජාතික ගුවන් සේවය අමාත්‍ය මණ්ඩල පත්‍රිකාවේ සඳහන් කරුණු දූරදර්ශී, අත්‍යවශ්‍ය සහ කාලීන අවශ්‍යතා වන බව. (ඇමුණුම 22)

7.7.2.4. එමෙන්ම 2013 අප්‍රේල් 18 දින අමාත්‍ය මණ්ඩලය වෙත ඉදිරිපත් කරන ලද අංක 13/0407/545/007 දරණ අමාත්‍ය මණ්ඩල සංදේශය සඳහා අමාත්‍ය මණ්ඩලය විසින් කිසිදු තීරණයක් ලබා දී නොතිබූ අතර ‘‘දැනට කල්තබන ලදී’’ යනුවෙන් පමණක් සඳහන් කර තිබුණි. (ඇමුණුම 23)

7.7.2.5. 2017 සැප්තැම්බර් 18 දින සීබරි සමාගම විසින් ඉදිරිපත් කර තිබූ (ඇමුණුම 14) අවසන් වාර්තාවට අනුව ව්‍යාපාරික සැලැස්මේ සාධාරණභාවය ඇගයීම හෝ සමාගමට අවශ්‍ය පුළුල්බද ගුවන්යානා සංඛ්‍යාව පිළිබඳ සමාලෝචනය කිරීම උපදේශන සමාගමේ වගකීම නොවුනි. ඒ අනුව සමාගම විසින් අවශ්‍ය ගුවන්යානා වර්ග හා ප්‍රමාණය පිරිවැය ප්‍රතිලාභ විශ්ලේෂණයක් මගින් තීරණය කළ යුතු වේ. සමාගම විසින් 2010 සිට 2013 දක්වා වරින් වර සැලසුම් 03 ක් සකස් කර තිබුණි.

7.7.2.6. සමාගමේ කලමනාකරණය, අධ්‍යක්ෂ මණ්ඩලය හා රජයේ පාර්ශවයන්ගේ ඉලක්ක සහ සීමා යටතේ යානා නැවත ප්‍රතිස්ථාපනය සඳහා යෝජනා ඉදිරිපත් කළ බව උපදේශන සමාගම විසින් ඔවුන්ගේ වාර්තාවේ දක්වා තිබුණි.

7.7.2.7. සමාගම විසින් ඉදිරිපත් කළ අධ්‍යක්ෂ මණ්ඩල රැස්වීම් වාර්තා අනුව සමාගම විසින් සාමාන්‍යයෙන් අධ්‍යක්ෂ මණ්ඩල රැස්වීම කොළඹ පිහිටි ලෝක වෙළඳ මධ්‍යස්ථානයේදී හා ශ්‍රී ලන්කන් එයාර්ලයින් සමාගමේ අධ්‍යක්ෂ මණ්ඩල රැස්වීම් ශාලාවේ පවත්වන නමුත් එලෙස 2013 පෙබරවාරි 28 දින සකස් කරන ලද අධ්‍යක්ෂ මණ්ඩල පත්‍රිකාව බත්තරමුල්ල කථානායක නිල නිවසේ 2013 මාර්තු 01 දින පැවති විශේෂ අධ්‍යක්ෂ මණ්ඩල රැස්වීමකදී සාකච්ඡා කර තිබුණි. (ඇමුණුම 11)

7.8. **A 330-300 ගුවන්යානා 06 ක් හා A 350-900 ගුවන්යානා 08 ක් අත්පත් කරගැනීම**

2013 මාර්තු 01 එළඹෙන ලද අධ්‍යක්ෂ මණ්ඩල තීරණය (ඇමුණුම 32) අනුව සමාගමේ කළමනාකරණය ගුවන්යානා අත්පත් කරගැනීම සඳහා පහත පරිදි පියවර ගෙන තිබුණි.

7.8.1. **එයාර්බස් සමාගම සමඟ මිලදී ගැනීමේ ගිවිසුම්වලට එළඹීම**

7.8.1.1. A 330-300 ගුවන්යානා 06 ක් මිලදී ගැනීම සඳහා ගිවිසුම්වලට එළඹීම (ඇමුණුම 33)

2013 ජුනි 19 වන දින එයාර්බස් සමාගම සමඟ ශ්‍රී ලන්කන් ගුවන් සේවා සමාගම පහත කොන්දේසි යටතේ ගිවිසුමකට එළඹ තිබුණි.

ගුවන් යානයේ මූලික මිල (Air Frame Base Price)	182,027,300
Propulation System මිල	43,031,713
එකතුව	225,059,013
Buyer Furnished Equipments	9,330,320
මිල අඩුකිරීම්	(129,982,172)
ශුද්ධ මිල	104,407,161

ලැබීමට පෙර ගෙවීම් (Pre Delivary Payments)	
අත්සන් කරන දිනට	1%
මාස 18 කට පෙර	4%
මාස 12 කට පෙර	6%
මාස 09 කට පෙර	6%
එකතුව	17%

ගිවිසුම අනුව මෙම ගුවන්යානා පහත පරිදි සමාගම වෙත ලැබීමට නියමිත විය.

1	වන ගුවන් යානය	2014 ඔක්තෝබර්
2	වන ගුවන් යානය	2014 දෙසැම්බර්
3	වන ගුවන් යානය	2015 පෙබරවාරි
4	වන ගුවන් යානය	2015 දෙවන කාර්තුව
5	වන ගුවන් යානය	2015 දෙවන කාර්තුව
6	වන ගුවන් යානය	2015 දෙවන කාර්තුව

7.8.1.2. A 350-900 ගුවන්යානා 04 ක් මිලදී ගැනීම සඳහා ගිවිසුම්වලට එළඹීම (ඇමුණුම 34)

ගුවන් යානා 4 මිලදී ගැනීම සඳහා එයාර්බස් සමාගම සමග ගිවිසුම් වලට එළඹීම සඳහා 2013 ජුනි 24 දිනැති අංක FIN/2013/06/63 දරණ අධ්‍යක්ෂ මණ්ඩල පත්‍රිකාවට 2013 ජුනි 25 දින අනුමැතිය ලැබී තිබුණි. (ඇමුණුම 42) ඒ අනුව 2013 ජුනි 28 දින ශ්‍රී ලන්කන් ගුවන් සේවා සමාගම එයාර් බස් සමාගම සමග 2020/2021 වර්ෂ වලදී ගුවන් යානා ලැබෙන පරිදි මිලදී ගැනීමේ ගිවිසුමකට පහත කොන්දේසි යටතේ එළඹ තිබුණි.

ගුවන් යානයේ මූලික මිල	(ඇමරිකන් ඩොලර්)	275,099,000
උපකරණ සැපයුම්	(ඇමරිකන් ඩොලර්)	9,672,000
එකතුව		284,771,000
මිල අඩුකිරීම්		(148,160,000)
ශුද්ධ මිල		136,611,000

ලැබීමට පෙර ගෙවීම (PDP)	-
ගිවිසුමට එළැඹි අවස්ථාවේදී	1%
සැලසුම් කල භාරදෙන මාසයට ප්‍රථම මාසයේ පළමු දිනය	
84 මාසය	0.1%
72 මාසය	0.1%
60 මාසය	0.1%
48 මාසය	0.1%
30 මාසය	2.6%
24 මාසය	4%
18 මාසය	5%
05 මාසය	4%
ගුවන්යානා භාරදීමට ප්‍රථම මුළු ගෙවීම	17%

7.8.1.3. 2020 හා 2021 වර්ෂවලදී ලැබීමට නියමිත A 350-900 ගුවන්යානා 04 ලබා නොගැනීමට තීරණයක් 2017 ජූලි 28 දින ආර්ථික කළමනාකරණ අමාත්‍ය මණ්ඩල අනු කමිටුව විසින් ගෙන තිබුණ අතර මේ පිළිබඳ සැපයුම් සමාගම සමඟ සාකච්ඡා කිරීමට අමාත්‍යවරුන් තිදෙනෙකුගෙන් සමන්විත කමිටුවක් 2017 අගෝස්තු මාසයේදී පත්කර තිබුණි.

7.8.2. **A 350-900 ගුවන්යානා 04 ක් මෙහෙයුම් කල්බදු පදනම මත ලබාගැනීම සඳහා ගිවිසුම් වලට එළඹීම**

7.8.2.1. 2013 ජූලි 24 දිනැති අංක FIN/2013/08/79 (ඇමුණුම 36) දරණ අධ්‍යක්ෂ මණ්ඩල පත්‍රිකාව අනුව තවත් A 330-200 වර්ගයේ ගුවන් යානා කිහිපයක කල් බදු කාලසීමාව ඉකුත්වීම හේතුවෙන් A 350-900 වර්ගයේ ගුවන් යානා 03 ක් මෙහෙයුම් කල්බදු ක්‍රමය යටතේ ILFC

ආයතනයෙන් 2013 ජූලි 30 දිනැති අධ්‍යක්ෂ මණ්ඩල රැස්වීමේදී ලබා ගැනීමට තීරණය කර තිබුණි.

7.8.2.2. මේ සඳහා කල්බදු සමාගම් වලින් පහත පරිදි යෝජනා කැඳවා තිබුණි.

කල්බදු සමාගමේ නම	යෝජනා (RFP) කැඳවන ලද දිනය	යෝජනා ලද දිනය	යෝජිත කල්බදු වාරිකයේ වටිනාකම (ඇ.ඩො. මිලියන)
International Lease Finance Corporation (ILFC)	2013 මැයි 02	2013 මැයි 10	1.33
Aviation Lease Finance Company (ALAFCO)	2013 ජුනි 27	2013 ජූලි 01	1.48
Air Lease Corporation (ALC)	2013 ජුනි 30	2013 ජූලි 05	1.28
CIT	2013 ජූලි 30	2013 ජූලි 01	1.39

7.8.2.3. ඉහත පරිදි ලැබුණු යෝජනා මුදල් අංශ ප්‍රධානී විසින් විද්‍යුත් තැපෑල මගින් ලබා දෙන ලෙස කල්බදු සමාගම් වලින් ඉල්ලා තිබූ අතර ඒ සඳහා කල්බදු සමාගම් දෙකක් හැර අනෙක් සමාගම් විධිමත් වූ ආකාරයකට යෝජනා ඉදිරිපත් කර නොතිබුණි.

7.8.2.4. ඒ අනුව ලද යෝජනා වලින් ILFC කල්බදු සමාගමෙන් ගුවන් යානා 03 ක් ද Aercap Global Aviation Trust කල්බදු සමාගමෙන් තවත් එක් ගුවන් යානයක් ඇතුළුව ගුවන් යානා 04 ක් මෙහෙයුම් කල්බදු ක්‍රමය යටතේ FIN/2013/08/79 හා FIN/2014/13/46 අධ්‍යක්ෂ මණ්ඩල පත්‍රිකාව අනුව ලබා ගැනීමට 2013 ජූලි 30 දින හා 2014 සැප්තැම්බර් 09 දින අධ්‍යක්ෂ මණ්ඩල අනුමැතිය ලබා දී තිබුණි.

7.8.3 **ගිවිසුම් වලට එළඹීමට බලය ලබාදීම**

ශ්‍රී ලන්කන් ගුවන් සේවා සමාගම ගුවන්යානා ඇණිය ප්‍රතිස්ථාපනයේදී ගුවන්යානා මිලදී ගැනීමේ ගිවිසුම් හා කල්බදු පදනම මත ලබා ගැනීමේ ගිවිසුම් සකස් කිරීමටත් එම ගිවිසුම් වලට අත්සන් කිරීමටත් සමාගම වෙනුවෙන් තනි තනිව හෝ හවුල් වී සිදු කිරීමට ඇටෝනි බලපත්‍රයක් මගින් 2014 වර්ෂයේදී අධ්‍යක්ෂ මණ්ඩලය විසින් ශ්‍රී ලන්කන් ගුවන් සේවා සමාගමේ නිලධාරීන් 15 දෙනෙකු වෙත බලය ලබා දී තිබුණි.

7.8.4. **A 330-300 වර්ගයේ ගුවන්යානා විකුණා නැවත කල්බදු ගැනීම හා පෙර ගෙවීම් (PDP) මූල්‍යයනය**

7.8.4.1. **උපදේශන සේවා ලබාගැනීම**

7.8.4.1.1. 2013 ජුනි 03 දිනැති අංක FIN/2013/05/55 දරණ අධ්‍යක්ෂ මණ්ඩල පත්‍රිකාව (ඇමුණුම 17) A 330-300 වර්ගයේ ගුවන්යානා විකුණා නැවත කල්බදු ගැනීම හා පෙර ගෙවීම් කිරීම මූල්‍යයනය (Pre Dilivery Payment - PDP) කිරීම පිණිස සීබරි ආයතනයෙන් උපදේශන සේවාව ලබා ගැනීමට අනුමැතිය ලබාගැනීම සඳහා සකස් කර තිබුණි. එහි පහත කරුණු ඇතුලත් වී තිබුණි.

i) A 330-300 ගුවන්යානා 06 මිලදී ගැනීම සඳහා වූ ගිවිසුම මාසයක් තුළ අත්සන් කර අවසන් කළ යුතු බැවින් එම ගිවිසුම කෙටුම්පත් කිරීමට සීබරි සමාගම සමඟ අවබෝධතා ගිවිසුමක් (MOU) අත්සන් කිරීම අවශ්‍ය වන බව.

ii) එම මිලදී ගැනීමේ ගිවිසුම අත්සන් කිරීමෙන් පසු ගුවන්යානා සඳහා ලැබීමට පෙර ගෙවීම් (Pre Dilivary Payments) ගෙවිය යුතු බව.

iii) 2014 ඔක්තෝබර් සිට ගුවන්යානා ලැබීමට නියමිත අතර අවසන් ගුවන්යානා දෙක 2015 මැද භාගයේ අවස්ථා දෙකකදී ලැබීමට නියමිත බව.

iv) 2013/14 මූල්‍ය වර්ෂයේදී ලැබීමට පෙර ගෙවීම් (PDP) ලෙස ගෙවිය යුතු මුළු ගාස්තුව ඇමරිකානු ඩොලර් මිලියන 68.25 ක් බව.

v) ශ්‍රී ලන්කන් ගුවන් සේවා සමාගම ලැබීමට පෙර ගෙවීම් (PDP) මූල්‍යයනය කිරීම සම්බන්ධයෙන් වර්තමාන කල්බදු හිමියන් දෙදෙනෙකු සමඟ සාකච්ඡා කළ බව හා එයින් එක් කල්බදු හිමියෙකු මෙම මූල්‍යයනය සඳහා එකඟ වූ බව.

vi) ලැබීමට පෙර ගෙවීම් වලට ප්‍රමාණවත් කොටසකට අරමුදල් සැපයීමට කැමති කල්බදු හිමියෙකු සෙවීමේ ක්‍රියාවලිය ඉතා දුෂ්කර ක්‍රියාවලියක් බව හා එය අතවශ්‍ය බැවින් ඒ සඳහා වැඩි ප්‍රමාණයක බදුකරුවන්ගෙන් විකල්ප අවස්ථා ලබාගත යුතු බව.

vii) බැංකු මගින් මූල්‍ය සම්පාදනය විරල කරුණක් බව හා මෙම කරුණු හේතුවෙන් උපදේශන සමාගමකින් උපදේශන සේවා ලබා ගැනීමට ගුවන්යානා ප්‍රතිස්ථාපනය සඳහා පත්කරන ලද කමිටුව තීරණය කර තිබූ බව.

viii) සීබරි උපදේශන ආයතනයෙන් මේ දක්වා සපයන ලද සේවාව පිළිබඳ සෑහීමකට පත්විය හැකි බැවින් විකුණා නැවත කල්බදු ගැනීම හා පෙර ගෙවීම් මූල්‍යයනය කිරීමේ (PDP) වැඩපිළිවෙළ සඳහා උපදේශන සේවාව ලබාගැනීමට සඳහා සංශෝධිත මිල ගණන් (Revised Offer) ඉදිරිපත් කරන ලෙස එම ආයතනයට දැන්වූ බව.

7.8.4.1.2. ඉහත උපදේශන සේවාව සඳහා ආපසු නොගෙවන රඳවා ගැනීමේ ගාස්තු ලෙස ඇමරිකානු ඩොලර් 35,000 ක් ද ගුවන්යානා 06 සඳහා කල්බදු හිමියා සමඟ වූ ගිවිසුමට එළඹීම මත එකතුව ඩොලර් 500,000 ක් වූ Success Fee ද ගෙවීමට පහත පරිදි එකඟ වී තිබුණි.

	ඇ.ඩොලර්
ගුවන්යානා 1	125,000
ගුවන්යානා 2	105,000
ගුවන්යානා 3	90,000
ගුවන්යානා 4	75,000
ගුවන්යානා 5	60,000
ගුවන්යානා 6	45,000
එකතුව	500,000

7.8.4.1.3. ඉහත කරුණු මත සීබරි සමාගම A 330-300 මාදිලියේ ගුවන්යානා 06 හි ලැබීමට පෙර ගෙවීම් මූල්‍යයනය කිරීම හා විකුණා නැවත කල්බදු ගැනීම සම්බන්ධයෙන් ශ්‍රී ලන්කන් ගුවන් සේවා සමාගම සඳහා උපදේශන සමාගම ලෙස පත් කිරිමටත් ගාස්තු ලෙස ස්ථාවර රඳවා ගැනීමේ ගාස්තු ඩොලර් 35,000 ක් ද Success Fee ලෙස ඩොලර් 500,000 කුත් ගෙවීමේ කොන්දේසි මත පත්කිරීම සඳහා 2013 ජුනි 11 දින අධ්‍යක්ෂ මණ්ඩල අනුමැතිය ලබා දී තිබුණි. (ඇමුණුම 16)

7.8.4.1.4. එම ගුවන්යානා 06 විකුණා නැවත මෙහෙයුම් කල්බදු ක්‍රමයට ගැනීම සඳහා කල්බදු හිමියකු සොයාගැනීමට අවශ්‍ය වී තිබුණි. එම මූල්‍යයන කටයුතු සඳහා උපදේශන සහාය ලබාගැනීම අවශ්‍ය වී තිබුණි. මෙම A 330-300 ගුවන්යානා අත්පත් කරගැනීම, තෝරා ගැනීම, ඇගයීම, ක්‍රියාත්මක කිරීම දක්වා වූ සාකච්ඡා කිරීම හා මූල්‍යයනය (Financing) කිරීම යන සම්පූර්ණ ක්‍රියාවලිය සඳහාම සීබරි ආයතනයෙන් උපදේශන සේවාව ලබා ගැනීමට අධ්‍යක්ෂ මණ්ඩල සංදේශය ඉදිරිපත් කර තිබූ නමුත් 2012 ජනවාරි 23 දින ගුවන්යානා මූල්‍යයනය කිරීම හැර අනෙක් කාර්යයන් සඳහා උපදේශන සේවාව ලබා ගැනීමට අනුමැතිය (ඇමුණුම 11) ලබා දී තිබුණි.

7.8.4.1.5. A 330 – 300 වර්ගයේ ගුවන්යානා 06 හි මූල්‍යයනය කිරීමේ ක්‍රියාවලිය සඳහා සීබරි සමාගම 2011 නොවැම්බර් 11 දින ගුවන්යානා ඇණිය ප්‍රතිස්ථාපනය කිරීම සඳහා වසර 1½ කට පෙර ඉදිරිපත් වූ යෝජනාව අනෙකුත් යෝජනා සමඟ සැසඳීමේදී අනෙක් පාර්ශවයන් ලබා දුන් යෝජනාවන්ට සාපේක්ෂව සීබරි සමාගම වාසිදායක බැවින් එම ආයතනය තෝරා ගැනීම සුදුසු බව ප්‍රධාන විධායක නිලධාරී හා මූල්‍ය අංශ ප්‍රධානී විසින් නිර්දේශ කර තිබුණි. 2012 ජනවාරි 11 දින ගුවන්යානා අත්පත් කර ගැනීම, තෝරා ගැනීම හා ඇගයීම හා සාකච්ඡා කිරීම හා ක්‍රියාත්මක කිරීම සඳහා එම ආයතනයෙන්ම උපදේශන සේවාව ලබා ගැනීම සඳහා පත්කර ගන්නා ලද කමිටුව සාමාජිකයින් 04 දෙනෙකුගෙන් සමන්විත වී තිබූ අතර එයින් සාමාජිකයන් දෙදෙනෙකු පමණක් නිර්දේශ ලබා දී තිබුණි.

7.8.4.1.6. ඉහත වර්ගයේ ගුවන්යානා 06 මිලදී ගෙන විකුණා නැවත කල්බදු ගැනීම සඳහා උපදේශන සේවාව ලබා ගැනීම වෙනුවෙන් ඩොලර් 504,068.44 ක් සීබරි සමාගමට පහත පරිදි ගෙවා තිබුණි. (ඇමුණුම 19)

ගෙවන ලද දිනය	ගෙවූ මිල (ඇ.ඩොලර්)	විනිමය අනුපාතය	ගෙවූ මිල රු.
2013/06/30	35,000.00	128.6	4,501,000
2013/08/08	445,000.00	130.15	57,916,750
2013/10/23	7,027.41	130.775	919,009
2013/06/13	17,041.03	130.775	2,228,541
එකතුව	504,068.44		65,565,300

7.8.4.2. **A 330-300 වර්ගයේ ගුවන්යානා 06 ක් මිලදීගෙන විකුණා නැවත කල්බදු ගැනීම (Sale and Lease back) සහ ලැබීමට පෙර ගෙවීම් (Pre Delivery Payment) මූල්‍යයනය සඳහා කල්බදු සමාගම් තෝරා ගැනීම.**

7.8.4.2.1. ඉහත කාර්යය සඳහා කල්බදු සමාගම තෝරාගැනීමට "සීබරි" උපදේශන සමාගම සමඟ 2013 ජුනි 26 දින ගිවිසුමකට (ඇමුණුම 18) එළඹ තිබූ අතර 2013 ජුලි මාසයේදී කල්බදු සමාගම් වෙත ඉදිරිපත් කිරීම සඳහා යෝජනා ඉල්ලීම් (Request for Proposals– RFP) සීබරි සමාගම මගින් සකස් කර තිබුණි. එහි ඇතුලත් වූ ප්‍රධාන කරුණු පහත දැක්වේ.

i) A 330-300 වර්ගයේ ගුවන්යානා 06 ක් 2014 හා 2015 වර්ෂවලදී කල්බදු ලබා ගත යුතු බව.

ii) කල්බදු කාල සීමාව වර්ෂ 12 ක් බව හා ලැබීමට පෙර ගෙවීම් (Pre Delivery Payments) මූල්‍යයනය කළ හැකි බදුකරුවන් අවශ්‍ය බව.

iii) සමාගම 2014/2015 වර්ෂවලදී A 330-300 වර්ගයේ ගුවන්යානා 06 ක් හා 2020/2021 වර්ෂවලදී A 350-900 වර්ගයේ ගුවන්යානා 04 ක් ලබා ගැනීමට අදාල මිලදී ගැනීමේ ගිවිසුම් වලට එළඹ ඇති බව.

iv) 2013 අගෝස්තු 23 දින හෝ එදිනට පෙර A 330-300 ගුවන්යානා විකුණා නැවත කල්බදු ගැනීම සඳහා යෝජනා ලබා දිය යුතු බව.

v) ශ්‍රී ලන්කන් ගුවන් සමාගමේ නිලධාරීන් වන මූල්‍ය අංශ ප්‍රධානී හා ජ්‍යෙෂ්ඨ ගණකාධිකාරී වෙතද සීබරි උපදේශන සමාගමේ කලමනාකරණ අධ්‍යක්ෂ හා උප සභාපති වෙතද විද්‍යුත් තැපෑල මගින් යෝජනා ඉදිරිපත් කළ යුතු බව.

vi) යෝජනා ඉදිරිපත් කිරීමෙන් සති 04 කට පසු තෝරා ගැනීම සිදුකර තවත් සති 02 කින් නියමතා පත්‍රයට බැඳීම ක්‍රියාත්මක වන බව හා යෝජනා ඉදිරිපත් කර සති 10 කින් ගිවිසුමට එළඹෙන බව.

vii) 2014 දෙසැම්බර් 01 දින පළමු ලැබීමට පෙර ගෙවීමට (Pre Delivery Payments) අරමුදල් සැපයිය යුතු බව.

viii) යෝජනාවන් පිළිගැනීමේ හෝ ප්‍රතික්ෂේප කිරීමේ අධිකාරිය ශ්‍රී ලන්කන් ගුවන් සේවා සමාගම සතුවන බව.

ix) 2014 සිට 2017 වර්ෂ දක්වා A 330-200 හා A 340-300 ගුවන්යානා නැවත භාරදීමට හා පහත පරිදි නව ගුවන්යානා ප්‍රතිස්ථාපනය කිරීමට සැලසුම් කර ඇති බව.

වර්ෂය	ආපසු භාරදිය යුතු ගුවන්යානා වර්ගය	ඒ සඳහා ප්‍රතිස්ථාපනය කරන ගුවන්යානා වර්ගය	ප්‍රමාණය
2014/2015	A 340-300	A 330-200	3
2015/2016	A 340-300	A 330-300	3
2015/2016	A 330-200	A 350-900	1
2016/2017	A 330-200	A 350-900	3

7.8.4.2.2. 2013 නොවැම්බර් 20 දිනැති අංක FIN/2013/14/113 දරණ අධ්‍යක්ෂ මණ්ඩල පත්‍රිකාව අනුව සකස් කරන ලද යෝජනා සඳහා වූ ඉල්ලීම (RFP) 2013 ජූලි මාසයේදී ජාත්‍යන්තර කල්බදු සමාගම් 50 කට අධික සංඛ්‍යාවකට යවන ලද බව උපදේශන සමාගම දන්වා තිබුණි. ඒ අනුව ලංසු ඊ තැපෑල මගින් නම් කරන ලද උපදේශන සමාගමේ නිලධාරීන් දෙදෙනෙකු හා ශ්‍රී ලන්කන් ගුවන් සමාගමේ නිලධාරීන් දෙදෙනෙකු වෙත ඉදිරිපත් කරන ලෙස දන්වා තිබුණි. එහිදී මූලික යෝජනා 15 ක් ලැබී තිබූ අතර එම විස්තර පහත දැක්වේ.

	කල්බදු සමාගමේ නම	යෝජනාව ඉදිරිපත් කර තිබූ දිනය	සංශෝධිත යෝජනාවන් ඉදිරිපත් කර තිබූ දිනයන්
i)	Maquarie Air Finance ltd	2013/08/30	-
ii)	Air Castle	2013/08/30	2013/10/31
iii)	Aviation Capital Group	2013/08/31	-
iv)	GE Capital Aviation Services	2013/09/02	2013/09/24
v)	HKAC (Hong Kong Aviation Finance Capital)	2013/09/02	2013/09/03 2013/09/19 2013/10/15
vi)	MD Aviation Capital pvt Ltd	2013/09/02	-
vii)	Avoloan Aerosapce Dubai Limited	2013/09/30	2013/09/30
viii)	Fly Leasing limited	2013/09/02	2013/10/01 2013/10/15
ix)	Navas Aviation	2013/08/29	2013/10/09
x)	Awas Pte Limited	2013/08/26	-
xi)	Azraj Capital	2013/09/30	-
xii)	Aer cap Aviatio	2013/09/05	-
xiii)	Bank of Communications Leasing	දිනයක් සඳහන්ව නොතිබුණි	-
xiv)	Inception	දිනයක් සඳහන්ව නොතිබුණි	-

7.8.4.2.3. එහිදී ලද ප්‍රතිචාර මත එක් එක් කල්බදු සමාගම් සමඟ 2013 අගෝස්තු මාසයේදී රැස්වීම් පවත්වා තිබුණි. එයින් පහත සමාගම් 04 තෝරාගෙන තිබුණි.

1. Hong Kong Aviation Capital Limited (HKAC)
2. GE Capital Aviation Services (GECAS)
3. Avalan Aerosapce Leasing Limited (Avalon)
4. Aircastle Singapore Private Limited (Aircastle)

7.8.4.2.4. ඉහත යෝජනා ඇගයීමේදී පහත ප්‍රධාන නිර්ණායකයන් භාවිතා කර තිබුණි.

i) උපකරණ ද ඇතුලත්ව භාරදෙන අවස්ථාවේදී පිරිනමන ලද ගැනුම් මිල

ii) ඕනෑම අමතර ආරක්ෂණයක් හෝ ණයවර ලිපියක් අවශ්‍යතාවය

iii) කල්බදු කාල සීමාව තුළ අය කරන බද්ද හා අනෙකුත් පිරිවැය

iv) ලැබීමට පෙර ගෙවීම් (Pre Delivary Payment -PDP) මූල්‍යයනය කිරීමේ හැකියාව

v) නෛතික, තාක්ෂණික, මෙහෙයුම් කොන්දේසි හා අනෙකුත් නියමයන්

7.8.4.2.5. තෝරා ගැනීමට තීරණය කරන ලද HKAC කල්බදු සමාගම ඉදිරිපත් කර තිබූ මිල ගණන් හා ගුවන්යානා ලබාදිය හැකි දිනයන් පිළිබඳ විස්තර පහත පරිදි විය.

භාරදීමේ දිනය	ගැනුම් මිල භාරදෙනු ලබන දිනට (ඇ.ඩොලර්)
2014 දෙසැම්බර්	120,800,000
2015 පෙබරවාරි	121,400,000
2015ඔක්තෝබර්	125,000,000

ගුවන්යානා කල්බදු කාල සීමාව අවු. 12 ක් ද ඒ අනුව,කල්බදු වාරිකය පහත පරිදි ද තීරණය කර තිබුණි.

භාරදීමේ දිනය	කල්බදු කාල සීමාව	කල්බද්ද (ඇ.ඩොලර්)
2014 දෙසැම්බර්	අවුරුදු 01 -06	1,144,705
	අවුරුදු07- 12	1,033,437
2015 පෙබරවාරි	අවුරුදු01 - 06	1,152,847
	අවුරුදු07- 12	1,034,437
2015 ඔක්තෝබර්	අවුරුදු01 – 06	1,200,362
	අවුරුදු07– 12	1,029,437

මෙහිදී, මාස 03 ක කල්බද්දට සමාන ආරක්ෂණ තැන්පතුවක්ද ණයවර ලිපි සකස් කිරීමට (Letter of Credit execution) ඇමරිකානු ඩොලර් 120,000 ක් ද බදු හා ලැබීමට පෙර ගෙවීම් (PDP)ලේඛන සකස් කිරීම සඳහා එක් මාසයක මුල් බදු කුලිය ද, දින 03 ක ලැබීමට පෙර ගෙවීම් (PDP) එකතුව වූ මාස 03 ක බදු කුලිය ද නඩත්තු සංචිතය සඳහාද එකඟ වූ අනුපාතයකට අනුව ගෙවිය යුතුව තිබුණි.

7.8.4.2.6. 2013 ඔක්තෝබර් මාසයේදී ඉහත කල්බදු සමාගම් 04 සමඟ නියමයන් හා කොන්දේසි පිළිබඳව වැඩිදුරටත් සාකච්ඡා කර තිබුණි. එහිදී ගැනුම් මිල හා ලැබීමට පෙර ගෙවීම් (PDP) මූල්‍යයනය කිරීම මූලික නිර්ණායක ලෙස පදනම් කරගෙන ගුවන්යානා 03 ක් සඳහා යෝජනා කැඳවීම් සිදුකර තිබුණි.

7.8.4.2.7. කල්බදු පදනම මත A 330-300 ගුවන්යානා 05 ක් ලබාගැනීමට HKAC සමාගම එකඟ වී තිබුණද A 330-300 ගුවන්යානා 03 ක් සඳහා පමණක් ලැබීමට පෙර ගෙවීම් (PDP) මූල්‍යයනය කිරීමට එකඟ වී තිබුණි. මෙහිදී එක් ගුවන් යානයකට ඇ.ඩොලර් මිලියන 41.7 බැගින් Airbus නිෂ්පාදන සමාගමට ගෙවිය යුතු බවත් ඉන් සියයට 85 ක් එනම් ඇ.ඩොලර් මිලියන 35 ක් තෝරාගන්නා ලද කල්බදු සමාගම වූ HKAC සමාගම විසින් ගෙවීමට ද

ඉතිරි එනම් සියයට 15, ශ්‍රී ලන්කන් ගුවන් සේවා සමාගම විසින් ගෙවීමටද එකඟ වී තිබුණි. ඒ අනුව ගුවන්යානා 03 සඳහා HKAC කල්බදු සමාගම විසින් ඇමරිකානු ඩොලර් මිලියන 105 ක් ද, ශ්‍රී ලන්කන් ගුවන් සේවා සමාගම විසින් ඇමරිකන් ඩොලර් මිලියන 18 ක් ද ලැබීමට පෙර ගෙවීම් (PDP) ලෙස ගෙවිය යුතුව තිබුණි.

7.8.4.2.8. 2013 ජූලි 24 දිනැති අංක FIN/2013/08/79 දරණ අධ්‍යක්ෂ මණ්ඩල පත්‍රිකාව මගින් පහත නිර්දේශ ඉදිරිපත් කර තිබූ අතර 2013 ජූලි 30 දිනැති අධ්‍යක්ෂ මණ්ඩල රැස්වීමේදී එම නිර්දේශ අනුමත කර තිබුණි.

i) 2013 ජූනි 20 දින ILFC ආයතනය සමඟ A 350-900 ගුවන්යානා 03 ක් කල්බදු පදනම මත ලබාගැනීම හා A 330-300 ගුවන්යානා 02 ක් සඳහා ලැබීමට පෙර ගෙවීම් (PDP) ගෙවීමට හා ආරක්ෂිත තැන්පතු ගෙවීම සඳහා අනුමැතිය.

ii) A 330-300 ගුවන්යානා 02 ක් මෙහෙයුම් කල්බදු ක්‍රමය මත ලබාගැනීමට සාකච්ඡා කිරීම සඳහා සමාගමට අධිකාරිය පැවරීම.

iii) A 330-300 නව ගුවන්යානා 02 ක් එයාර්බස් සමාගමෙන් ILFC සමාගමට හෝ නම්කළ පුද්ගලයන්ට පැවරීම හා සියයට 65 ක් ලැබීමට පෙර ගෙවීම් මූල්‍යයනය සඳහා සාකච්ඡා කිරීමට හා ක්‍රියාත්මක කිරීම සඳහා සමාගමට අධිකාරී බලය ලබාදීම.

iv) A 350-900 ගුවන්යානා 03 ක් ILFC සමාගමෙන් මෙහෙයුම් කල්බදු ක්‍රමයට ලබාගැනීමට සමාගමට අනුමැතිය ලබාදීම.

7.8.4.2.9. ඉහත අධ්‍යක්ෂ මණ්ඩල පත්‍රිකාවෙහි ILFC කල්බදු සමාගම A 330-300 වර්ගයේ ගුවන්යානා 02 ක් සඳහා ලැබීමට පෙර ගෙවීම් වලින් 65% ක් මූල්‍යයනය කිරීම සඳහා කොන්දේසියක් ලෙස A 350-900 වර්ගයේ ගුවන්යානා 03 ක් මෙහෙයුම් කල්බදු ක්‍රමයට ලබා ගැනීමට ගිවිසුම්වලට ඇතුලත් විය යුතු විය. තවද ලැබීමට පෙර ගෙවීම් මූල්‍යයනය සඳහා ගිවිසුම් අත්සන් කිරීමේ ගාස්තු ලෙස, නීති ගාස්තු ඩොලර් 90,000 ක් ද ණය මුදලෙන් 0.96% කට සමාන වන එක් ගුවන් යානයකට ඩොලර් 250,000 බැගින් භාරදෙන අවස්ථාවේදී (ඉකුත්වීමේ ගාස්තුව - exit fee) ලෙස එකතුව ඩොලර් 590,000 ගෙවිය යුතු බවත් සඳහන් කර තිබුණි.

7.8.4.2.10. 2013 නොවැම්බර් 20 දිනැති අංක FIN/2013/14/113 දරණ අධ්‍යක්ෂ මණ්ඩල පත්‍රිකාව හා ඒ අනුව 2013 නොවැම්බර් 26 දිනැති අධ්‍යක්ෂ මණ්ඩල තීරණය මගින් පහත කටයුතු සඳහා අනුමැතිය ලබාදී තිබුණි. (ඇමුණුම 37)

i) 2013 නොවැම්බර් 01 දින HKAC සමඟ A 330-300 ගුවන්යානා 5 ක් මිලදී ගෙන විකුණා නැවත කල්බදු ක්‍රමයට ලබා ගැනීම සඳහා කොන්දේසිවලට (Term Sheet) ඇතුලත් වීමටත් A 330-300 ගුවන්යානා 03 ක් සඳහා ලැබීමට පෙර ගෙවීම්

මූල්‍යයනය කිරීමටත් එක ගුවන් යානයක් සඳහා මූලික ආරක්ෂණ තැන්පතුව ලෙස ඇ.ඩොලර් 150,000 බැගින් ගෙවීමත් ස්ථිර කිරීම.

ii) A 330-300 වර්ගයේ ගුවන්යානා 03 ක් සඳහා ලැබීමට පෙර ගෙවීම් මූල්‍යයනයට අරමුදල් ලබා ගැනීමට එයාර්බස් හා HKAC කල්බදු සමාගම සමඟ සාකච්ඡා කර අවශ්‍ය ගිවිසුම් වලට එළඹීම හා ක්‍රියාත්මක කිරීමට අනුමැතිය ලබා දීම.

iii) A 330-300 ගුවන්යානා 05 ක් සඳහා විකුණා නැවත කල්බදු ගැනීමේ මෙහෙයුම් සඳහා සාකච්ඡා කිරීමට හා ගිවිසුම්වලට එළඹීමට අධිකාරී බලය ලබා දීම.

7.8.4.2.11. ඉහත දක්වා ඇති කරුණු අනුව A 330-300 වර්ගයේ ගුවන්යානා 06 ක් විකුණා නැවත කල්බදු ගැනීමේ ක්‍රමය යටතේ එක් ගුවන් යානයක් එයාර් ලීස් කෝපරේෂන් (Air lease Corporation) සමාගමෙන් 2013 ජූලි 24 දිනැති අංක FIN/2013/08/78 දරන අධ්‍යක්ෂ මණ්ඩල පත්‍රිකාව අනුව ලබාගෙන තිබූ අතර එම සමාගම ලැබීමට පෙර ගෙවීම් සියයට 100 ක් මූල්‍යයනය කරන බවද 2013 ජූලි 24 දිනැති අංක FIN/2013/08/78 දරන අධ්‍යක්ෂ මණ්ඩල පත්‍රිකාවෙහි දක්වා තිබුණි. ඉතිරි ගුවන්යානා 05 ක් Hong Kong Aviation Capital (HKAC) සමාගමෙන්ද කල් බදු පදනම මත ලබාගෙන තිබුණි.

7.8.4.2.12. ශ්‍රී ලන්කන් ගුවන් සේවා සමාගම 2012 අගෝස්තු 28 දින ගුවන් ඇණිය නැවත ප්‍රතිස්ථාපනය කිරීමේ කාර්යය සඳහා ප්‍රධාන විධායක නිලධාරී (CEO), ප්‍රධාන මෙහෙයුම් නිලධාරී (COO), මුදල් අංශ ප්‍රධානී (HOF) හා ඉංජිනේරු අංශ ප්‍රධානී (HOE) යන නිලධාරීන්ගෙන් සමන්විත කණ්ඩායමක් අධ්‍යක්ෂ මණ්ඩලය විසින් පත්කර තිබුණි. එම කණ්ඩායම සීබරි උපදේශන සේවා ආයතනයේ සහාය ලබා ගනිමින් ගුවන්යානා, එන්ජිම තෝරා ගැනීම, ඇණියෙහි අවශ්‍යතාවයන් යනාදිය හඳුනාගෙන තොරතුරු ඉල්ලීම් සකස් කිරීම යනාදී කාර්යයන් ඉටු කිරීමේ වගකීම් පවරා දී තිබුණි.

7.8.4.2.13. සමාගම A 330-300 ගුවන්යානා මූල්‍යයනය කිරීමේ කාර්යය එනම් විකුණා නැවත කල්බදු ක්‍රමය (Sale and lease back) යටතේ මිලදී ගැනීමේදී ආරම්භයේ සිට අවසානය දක්වා සීබරි උපදේශන සේවා ආයතනයෙන් මූල්‍යයනය සඳහා සේවාව ලබා ගැනීමට ගිවිසුම්ගත වූ දිනය වන 2012 සැප්තැම්බර් 06 දින සිට ගුවන්යානා භාරගත් අවසන් දිනය වන 2015 දෙසැම්බර් 29 දින දක්වා කාර්යය සඳහා අවුරුදු 03 මාස 03 ක කාලයක් ගත කර තිබුණි.

7.8.4.2.14. ඇමුණුම 46 හි සඳහන් යෝජනා අනුව පෙර ගෙවීම් (PDP) සියයට 100 ක් Macquarie Air Finance ltd, Aviation Capital Group, GE Capital Aviation Services, යන සමාගම් 03 ලැබීමට පෙර ගෙවීම් සියයට 100 ක් මූල්‍යයනය කළ හැකි බවත් MDAviation Capital pvt Ltd, Bank of Communication leasing Inception හා Azraj

Capital යන කල්බදු සමාගම් ද ලැබීමට පෙර ගෙවීම් මූල්‍යයනය කළ හැකි බවත් HKAC කල්බදු සමාගම ලැබීමට පෙර ගෙවීම් සියයට 75 ක් මූල්‍යයනය කළ හැකි බවත් දක්වා තිබුණි.

7.8.4.2.15.A 330-300 වර්ගයේ ගුවන්යානා මූල්‍යයනය කිරීම සඳහා තෝරාගන්නා ලද සිබරි උපදේශන සේවා ආයතනය විසින් කල්බදු සමාගම් වෙත යවන ලද යෝජනා සඳහා වූ ඉල්ලීම (RFP) සකස් කර තිබුණේ ගුවන්යානා 03 ක් විකුණා නැවත කල්බදු ගැනීම සඳහා වූ බැවින් කල්බදු සමාගම් තම යෝජනා ඉදිරිපත් කර තිබුණේ ඒ අනුවය. එසේ වුවත් HKAC කල්බදු සමාගම මුල් යෝජනාවෙහි ගුවන්යානා 03 ක් ලබාදීමට එකඟ වී පසුව යෝජනාව සංශෝධනය කර ගුවන්යානා 05 කට ඉදිරිපත් කර තිබුණි.

7.8.4.3. **A 330-300 වර්ගයේ ගුවන් යානා 06 ක් මිලදීගෙන විකුණා නැවත කල්බදු ගැනීම 2006 ජනවාරි 25 දිනැති ප්‍රසම්පාදන මාර්ගෝපදේශ සංග්‍රහයට (ප්‍ර.මා.ස.) සහ ප්‍රසම්පාදන කාර්ය අත්පොතට අනුකූල වීම්. (ඇමුණුම 03)**

7.8.4.3.1. ප්‍ර.මා.ස. 1.2.1 ඡේදය අනුව ප්‍රසම්පාදනය සඳහා සමාන හා උපරිම අවස්ථා ලබාදීමට ද විනිවිදභාවය සහ රහස්‍යභාවය රැකගැනීම සඳහා ද පියවර ගත යුතු විය.

7.8.4.3.2. ප්‍ර.මා.ස. 2.3.2 ඡේදය අනුව දෙපාර්තමේන්තු ප්‍රධානීන් සහ ව්‍යාපෘති අධ්‍යක්ෂවරුන් වැනි ප්‍රසම්පාදන ක්‍රියාවන් හා වගකීම් භාරව සිටින නිලධරයන් සහ ඔවුන්ට සහය වන ප්‍රසම්පාදන විශේෂඥයන්, උපදේශනයන් සහ අනෙකුත් කාර්යය මණ්ඩලය මෙම ඡේදයේ නිශ්චිතව දැක්වෙන වගකීම් ඉටුකළ යුතු වේ.

7.8.4.3.3. ප්‍ර.මා.ස. 2.5.1 ඡේදය (අ) සිට (ඊ) අනුව ප්‍රසම්පාදන කමිටුවල වගකීම් සහ කාර්යය භාරය ද, ප්‍ර.මා.ස. 2.6.1 ඡේදයේ (අ) සිට (ඇ) හි සඳහන් වන තාක්ෂණික ඇගයීම් කමිටුවල වගකීම් සහ කාර්යභාරය ද ඉටුවන ආකාරයට එම කමිටු පත් කළ යුතු වේ.

7.8.4.3.4. ප්‍ර.මා.ස. 2.7.1 ඡේදය පරිදි මෙම ප්‍රසම්පාදනයේ වටිනාකම අනුව අමාත්‍ය මණ්ඩලය විසින් ප්‍රසම්පාදන කමිටුව පත්කළ යුතු වේ.

7.8.4.3.5. ප්‍ර.මා.ස. 2.11 (අ) සහ (ආ) ඡේද අනුව ප්‍රසම්පාදන කමිටුවේ හා තාක්ෂණික ඇගයීම් කමිටුවේ සෑම සාමාජිකයෙකුම රැස්වීම් පවත්වන ස්ථානය, දිනය හා වේලාව කලින් දැනුම් දිය යුතු අතර ප්‍රසම්පාදන කාල සටහන අනුව කමිටු රැස්වීම් පවත්වන දිනය හා වේලාව නියම කළ යුතු වේ.

7.8.4.3.6. ප්‍ර.මා.ස. 3.4.1 ඡේදය පරිදි ජාත්‍යන්තර තරඟකාරී ලංසු කැඳවීමේදී උපරිම තරඟයක් ඇතිකිරීම තහවුරු කිරීම සඳහා විවිධ මාධ්‍ය වල පලකරන ප්‍රසම්පාදන දැන්වීම් මගින් ජාත්‍යන්තර වශයෙන් ප්‍රචාරයක් ලබාදිය යුතු බවට ප්‍රසම්පාදන අස්ථිත්වයට නියම කර ඇත.

7.8.4.3.7. ප්‍ර.මා.ස. 3.12 ඡේදය පරිදි

- ❖ ලංසු කරුවන්ගේ පූර්ව සුදුසුකම් පරීක්ෂාවේදී ප්‍රමාණවත් හැකියාවන් සහ සම්පත් ඇති තැනැත්තන්ට පමණක් ලංසු ඉදිරිපත් කිරීමේ අවස්ථාව ලබා දීම මෙමගින් සහතික කරන අතර,
- ❖ ඡේදය අනුව පූර්ව සුදුසුකම් පරීක්ෂාව සිදුකල යුත්තේ පුළුල් ප්‍රචාරයක් දීමෙන් සහ දෙන ලද ආකෘතියක් මත තොරතුරු ඉල්ලා සිටීමෙන් වන අතර,
- ❖ ඡේදය අනුව පූර්ව සුදුසුකම් පරීක්ෂාව සඳහා සලකා බැලීමට කැමැත්ත ප්‍රකාශ කර ඇති සියලු ආයතන වෙත කොන්ත්‍රාත්තුවේ විෂය පථය පිළිබඳව පැහැදිලි ප්‍රකාශයක් යවනු ලැබිය යුතු වේ.

7.8.4.3.8. ප්‍ර.මා.ස. 4.2.1 ඡේදය පරිදි ප්‍රසම්පාදන අස්ථිත්වය විසින් අවම වශයෙන් වර්ෂ 03 ක කාල සීමාවක් සඳහා ප්‍රසම්පාදන කටයුතු ලැයිස්තුගත කර ප්‍රසම්පාදන සැලැස්මක් සකස් කළ යුතු වේ.

7.8.4.3.9. ප්‍ර.මා.ස. 4.2.2 (අ) (ආ) ඡේද පරිදි ප්‍රසම්පාදනය ආරම්භවීමේ අවස්ථාවේ සිට අවසන් කරන තුරු එක් එක් ප්‍රසම්පාදන ක්‍රියාවන්හි පියවර කාල ක්‍රමානුගතව විස්තර කරන ලේඛනයක් හෙවත් ප්‍රසම්පාදන කාල සටහනක් පිළියෙල කළ යුතු විය.

7.8.4.3.10. ප්‍ර.මා.ස. 4.3.1 (ආ) ඡේදය අනුව සියලුම ආශ්‍රිත වියදම් ඇතුළු මුළු පිරිවැය ඇස්තමේන්තුවක් ප්‍රසම්පාදන අස්ථිත්වය විසින් පිළියෙල කළ යුතු අතර එහි ප්‍රසම්පාදනයට සූදානම් වීමේ කටයුතුවල වියදම් සහ කොන්ත්‍රාත්තුව ප්‍රදානය කිරීමෙන් පසු සිදුවන කටයුතුවල වියදම් වෙන් වශයෙන් සඳහන් කළ යුතු වේ.

7.8.4.3.11. ප්‍ර.මා.ස. 5.1 ඡේදය අනුව ලංසු කැඳවීමේ ලේඛන හෙවත් යෝජනා සඳහා ඉල්ලීම් (RFP) තාක්ෂණික පිරිවිතර සැලසුම් ආදිය ඇතුළුව කෙටුම්පත් කිරීම ප්‍රසම්පාදන අස්ථිත්වය විසින් කළ යුතු වේ.

7.8.4.3.12. ප්‍රසම්පාදන කාර්යය සංග්‍රහයේ 5.2.1 අනුව සේවාවන් සඳහා ලංසු කැඳවීමේ ලේඛනවල පහත ලියවිලි ඇතුලත් විය යුතු වේ.

i) ලංසු කැඳවීමේ විස්තර

ii) ගිවිසුම් කොන්දේසි / විශේෂ කොන්දේසි

iii) සේවායාගේ අවශ්‍යතාවයන්

iv) ගිවිසුම් ආකෘතිය

v) මිල ගණන උපලේඛන

vi) ලංසු ආකෘතිය

vii) සාම්පල සුරක්ෂණ ආකෘති / අත්තිකාරම් ගෙවීම් සුරක්ෂණ ආකෘති

7.8.4.3.13. ප්‍ර.මා.ස. 6.3 (අ) i, ii, iii, ඡේදය අනුව ලංසු ඉදිරිපත් කිරීමේ ආරාධනය මගින් ලියාපදිංචි තැපෑලෙන් හෝ ප්‍රසම්පාදන අස්ථිත්වය විසින් බලයදුන් පුද්ගලයෙකු වෙත ලංසු ඉදිරිපත් කිරීම හෝ මුද්‍රා තබන ලද ටෙන්ඩර් පෙට්ටියක ලංසු තැන්පත් කළ යුතු වේ.

7.8.4.3.14. ප්‍ර.මා.ස 6.3.3 (ආ) ඡේදය අනුව සියලු ලංසුකරුවන් හෝ ඔවුන්ගේ නියෝජිතයන් ඉදිරිපිට දී එකවර ලංසු සියල්ල විවෘත කළ යුතු වේ.

7.8.4.3.15. ප්‍ර.මා.ස. 6.3.2 ඡේදය පරිදි ලංසු කැඳවීමේ ලේඛනවල සඳහන් වේලාවේදී ලංසු ලබාගෙන අවසන් කරනු ලැබිය යුතු අතර ප්‍රමාදව ලැබෙන ලංසු භාර නොගෙන ආපසු යැවිය යුතු වේ.

7.8.4.3.16. ප්‍ර.මා.ස. 7.5.1 (අ) ඡේදයෙහි දක්වා ඇති පරිදි ප්‍රසම්පාදන කාල සටහනට අනුව සහ ලංසුවල වලංගු කාල සීමාව තුල දී ප්‍රසම්පාදන කටයුතු සිදු කිරීමට ප්‍රසම්පාදන කමිටුව උත්සාහ කල යුතු අතර අවශ්‍ය අවස්ථාවල වලංගු කාලසීමාව දීර්ඝ කළ හැකි වේ.

7.8.4.3.16. ප්‍ර.මා.ස. 7.7.1 (අ) ඡේදය අනුව ලැබුණු ලංසුවලින් වඩා වැඩි ප්‍රතිචාරයක් දක්වන අවම මිල ඉදිරිපත් කර ඇති ලංසුව තෝරා ගැනීම ලංසු ඇගයීමේ අරමුණ වේ.

7.8.4.4. A 330-300 ගුවන්යානා 06 මිලදී ගැනීමෙන් පසු එම යානා සමාගම විසින් භාවිතා කිරීමේදී 2014/15 වර්ෂයේ සිට 2016/17 වර්ෂය හා 2017 අගෝස්තු දක්වා ගුවන් මාර්ග අනුව කාර්යසාධනය පහත පරිදි වේ.

සෘණ දායකයක් සහිත ගුවන් මාර්ග

ගුවන් මාර්ගය	වර්ෂයේ දායකය			
	2014/2015	2015/2016	2016/2017	2017Apr- Aug
CMB/MAA	-	(316)	-	(1,515)
CMB/TRV	-	(70)	(218)	(184)
CMB/COK	-	(108)	(287)	(274)
CMB/BLR	(31)	-	-	(48)
CMB/DAC	-	-	(18)	(261)
CMB/DEL	-	(38)	(1)	(15)
CMB/JED	-	(83)	-	(1,361)
CMB/SIN	-	(21)	(289)	(213)
CMB/KUL	-	(98)	(138)	(298)
CMB/CGK	-	-	(124)	(170)
CMB/BKK	-	-	(33)	(313)
CMB/BKK/HKG	-	-	(2,447)	(1,143)
CMB/BKK/CAN	-	-	(907)	(45)
CMB/KHI	-	-	(35)	-
CMB/BAH	-	-	(11)	-
CMB/KWJ	-	(622)	(1,915)	-
CMB/RUH	-	-	(2,738)	-
CMB/JED	(4)	-	(2,373)	-
CMB/CAN	-	(147)	(123)	-
CMB/PAE	-	(3,229)	(5,111)	-
CMB/LON	(129)	(1,447)	(11,043)	-
CMB/FRA	(33)	(3,245)	(5,126)	-
CMB/ROM	(10)	-	(235)	-
CMB/BOM	-	-	-	-
CMB/DXB	(24)	-	-	-
CMB/TYO	-	-	-	-
CMB/DME	(78)	-	-	-
CMB/KTM	(79)	-	-	-
CMB/MCT	(33)	-	-	-
CMB/HRI/BJS	(192)	-	-	-
CMB/HRI/PVG	(47)	-	-	-
	(660)	(14,571)	(33,172)	(5,840)

ධන දායකයක් සහිත ගුවන් මාර්ග

ගුවන් මාර්ගය	වර්ෂයේ දායකය			
	2014/2015	2015/2016	2016/2017	2017Apr-Aug
CMB/MLE	81	1381	2,110	5,028
CMB/BAH	-	-	11	-
CMB/DOH	319	442	3,063	1,081
CMB/DVB	-	-	1,469	85
CMB/KWI	97	-	1,220	-
CMB/DMM	19	68	726	265
CMB/RUH	56	176	1,633	516
CMB/TYO	2,068	-	749	417
CMB/SHA	-	-	3,79	819
CMB/BJS	1,427	606	1,035	-
CMB/LON	-	-	492	-
CMB/MAA	109	-	-	14
CMB/BOM	4	-	-	11
CMB/BLR	-	60	-	4
CMB/BKK/CAN/ BKH	2,101	238	-	-
CMB/BKK/HKG/ BKK	155	157	-	-
CMB/HKG	-	52	-	-
CMB/KMG	-	91	-	-
CMB/PVG	956	1,443	-	-
CMB/PAR	95	-	-	-
CMB/SIN	49	-	-	-
CMB/KUL	22	-	-	-
CMB/CTU	167	-	-	-
CMB/HGH	536	-	-	-
	8,261	4,714	8,240	12,887
ශුද්ධ දායකය	7,601	(9,856)	(24,932)	7,047

ඉහත වගුව අනුව මිලදීගත් A 330-300 වර්ගයේ ගුවන්යානා ධාවනය කිරීමෙන් 2014/2015 වර්ෂයේ ශුද්ධ ධන දායකය ඇ.ඩොලර් 7,601 ක් ද 2015/2016 වර්ෂයේ 9,856 ක ශුද්ධ ඍණ දායකයක්ද 2016/2017 වර්ෂයේ 24,932 ක ශුද්ධ ඍණ දායකයක්ද 2017/2018 වර්ෂයේ (අප්‍රේල් සිට අගෝස්තු දක්වා) 7,047 ක ධන දායකයක්ද ලබා තිබුණි.

7.9. **A 330-300 ගුවන්යානා සඳහා VIP කාමර කට්ටලයක් ලබාගැනීම**

7.9.1. ගුවන්යානා ප්‍රතිස්ථාපන වැඩසටහනට අදාළ 2013 පෙබරවාරි 28 දිනැති අධ්‍යක්ෂ මණ්ඩල පත්‍රිකාවෙහි මෙම VIP කාමර කට්ටලය පිළිබඳව කිසිදු සඳහනක් කර නොතිබුණු අතර ඊට අදාළ අධ්‍යක්ෂ මණ්ඩල තීරණයෙහි ද ඒ පිළිබඳව කරුණු දක්වා නොතිබුණි. කෙසේ වුවද, ඒ මත පදනම්ව ගුවන්යානා ප්‍රතිස්ථාපන වැඩසටහන සඳහා අමාත්‍ය මණ්ඩල අනුමැතිය ලබා ගැනීම සඳහා සකස් කරන ලද 2013 මාර්තු 27 දිනැති අමාත්‍ය මණ්ඩල සන්දේශයෙහි 2.7 ඡේදය තුල එයාර්බස් සමාගම තෝරා ගැනීමට අදාළ හේතූන් දක්වා තිබූ එහි අතර ඇමරිකානු ඩොලර් මිලියන 15 ක් වටිනා VIP කාමර කට්ටලයක් රාජ්‍ය ප්‍රධානියා විසින් සිදුකරන නිල සංචාරයන්හිදී යොදා ගැනීම සඳහා ලබා දෙන බව දක්වා තිබුණි. නමුත්, මේ සම්බන්ධයෙන් දැරීමට සිදුවන අමතර පිරිවැය හා ඇතුලත් වීමට නියමිත ගිවිසුම් පිළිබඳව කිසිදු තොරතුරක් අදාල අධ්‍යක්ෂ මණ්ඩල පත්‍රිකාවෙහි ඇතුලත් කර නොතිබුණි.

7.9.2. ප්‍රධාන වශයෙන් A 330-300 ගුවන්යානා 06 ක් මිලදී ගැනීම සඳහා එයාර්බස් සමාගම සමඟ 2013 ජුනි 18 දින ගිවිසුමකට එළඹ තිබියදී ඊට අමතරව VIP කට්ටලයක් ඒ සමඟ ලබා ගැනීම සඳහා 2013 ජුනි 28 දින නැවත එයාර්බස් සමාගම සමඟ ගිවිසුමකට එළඹී තිබුණි. එහිදී ශ්‍රී ලන්කන් ගුවන් සේවා සමාගම එකඟ වී තිබූ කොන්දේසි පහත දැක්වේ.

i) 2014 ඔක්තෝබර් හා දෙසැම්බර් මාසවලදී ලැබීමට නියමිත A 330-300 ගුවන්යානා 02 VIP ගුවන්යානා ලෙස ලබා ගැනීමට හා එම ගුවන්යානාවලට සවිකළ හැකි පරිදි එක VIP කාමර කට්ටලයක් ශ්‍රී ලන්කන් ගුවන් සේවා සමාගම විසින් ඉල්ලුම් කර තිබීම හා එම VIP කට්ටලය ගුවන් සමාගම වෙත බාරදීමෙන් පසුව තෙවෙනි පාර්ශවයක් මගින් සවි කිරීමේ හා ඉවත් කිරීමේ කටයුතු සිදුකරවා ගත යුතු බව.

ii) එයාර්බස් සමාගමෙන් A 330-300 ගුවන්යානා 06 ක් හා A 350-900 ගුවන්යානා 04 ක් මිලදී ගැනීම හේතුවෙන් එයාර්බස් සමාගම විසින් මුල් VIP ගුවන්යානය ලබා දුන් විගසම ඇමරිකානු ඩොලර් මිලියන 15 ක බැරපතක් "VIP Kit Credit Memorandum" නමින් ගුවන් සේවය වෙත ලබාදිය යුතු බව.

iii) ඉහත එකඟ වූ A 350-900 එක් ගුවන්යානයක් හෝ මිලදී ගැනීමෙන් වැලකී සිටියේ නම් මෙම ගිවිසුම අවලංගු කිරීමේ සම්පූර්ණ අයිතිය එයාර්බස් සමාගම සතුවන බව හා එහිදී ශ්‍රීලන්කන් ගුවන් සේවා සමාගම විසින් එයාර්බස් සමාගම වෙත එසේ අවලංගු කරනු ලබන එක A 350-900 ගුවන්යනයකට ඇමරිකානු ඩොලර් මිලියන 1.5 බැගින් වූ මුදලක් සහ ඊට අමතර වන්දි මුදල් ගෙවිය යුතු බව.

iv) මෙම VIP කට්ටලය සවි කිරීම හා ඉවත් කිරීම සඳහා වෙනම ගිවිසුමකට හා A 350 ගිවිසුමට අත්සන් තබන බව.

7.9.3. ඉහත ගිවිසුම 2013 දෙසැම්බර් 02 දින සංශෝධනය කර තිබූ අතර එහිදී වෙනස් වූ කොන්දේසි පහත වේ.

i) මුල් ගිවිසුමේ VIP කට්ටලය සාදා එයාර්බස් සමාගම විසින් බාරදීමෙන් පසු තෙවෙනි පාර්ශ්වයන් මගින් සවිකිරීමේ හා ඉවත් කිරීමේ කටයුතු සිදු කළ යුතු බව දක්වා තිබුණ ද සංශෝධිත ගිවිසුම ප්‍රකාරව මේ සඳහා එයාර්බස් සමාගම සමහම වෙනම "Outfitting Agreement" නමින් ගිවිසුමකට එළඹිය යුතු බව.

ii) මෙම VIP ගුවන්යානා 02 ගුවන් සමාගම වෙත බාරදෙන අවස්ථාව වන විට විකුණුම්කරුගේ සිවිල් ගුවන් සේවා අධිකාරියේ ලියාපදිංචි කළ යුතු බවත් VIP කට්ටලය සවිකර දෙනවිට ගැනුම්කරුගේ එනම් ශ්‍රී ලන්කන් ගුවන් සේවා සමාගම අයත් සිවිල් ගුවන් සේවා අධිකාරියේ නැවත ලියාපදිංචි කළ යුතු බව

7.9.4. ඉහත සංශෝධනය ප්‍රකාරව එදිනට එයාර්බස් සමාගම සහ ශ්‍රී ලන්කන් ගුවන් සේවා සමාගම අතර "Outfitting Agreement" නමින් VIP කාමර කට්ටල නිර්මාණය, නිෂ්පාදනය, සවිකිරීම, පරීක්ෂා කිරීම, කාමරයේ ඇතුලත සංවිධානය කිරීම හා එහි අනෙකුත් උපකරණ සවිකිරීම පිළිබඳ ගිවිසුමකට එළඹ තිබූ අතර එහි ඇතුලත්ව තිබූ කොන්දේසි පහත පරිදි විය.

i) ප්‍රධාන VIP කට්ටලයට (Principal VIP Kit) අමතර VIP කට්ටලයක් (Secondaty VIP Kit) මිලදී ගැනීමට එකඟ වීම.

ii) VIP කාමර කට්ටලයේ සංවිධායක (Outfitter) එයාර්බස් සමාගම සහ EASA (Eurpoean Aviation Safety Agency) මගින් අනුමත කරවා ගත යුතු බව.

iii) ශ්‍රී ලන්කන් ගුවන් සේවා සමාගම මගින් සපයනු ලබන උපකරණ හැර VIP කාමරය නිර්මාණය කිරීම වෙනුවෙන් මූල්‍ය පිරිවැය පළමු VIP ගුවන්යානය සඳහා ඇමරිකානු ඩොලර් මිලියන 7.5 ක් සහ දෙවන VIP ගුවන්යානය සඳහා ඇ.ඩොලර් මිලියන 7.5 ක් වීම.

iv) මේ සඳහා පෙර ගෙවීම් ලෙස ගිවිසුමට එළඹුන විගසම ඇ.ඩොලර් මිලියන 0.5 ක්ද, 2014 ජනවාරි 01 දින ඇ.ඩොලර් මිලියන 2 ක් ද, 2014 දෙසැම්බර් 01 වන දින ඇ.ඩොලර් මිලියන 4.75 ක් ද වශයෙන් එකතුව ඇ.ඩොලර් මිලියන 7.25 බැගින් VIP ගුවන්යානා 02 සඳහා ඇ.ඩොලර් මිලියන 14.5 ක් ශ්‍රී ලන්කන් ගුවන් සේවා සමාගම මගින් ගෙවීම් කළ යුතු බව හා ඇ.ඩොලර් මිලියන 15 ක් වූ VIP බැරපත මගින් මෙම පෙර ගෙවීම් පියවෙන බව.

v) එයාර්බස් සමාගම මගින් ලබා දෙන විකුණුම් ඉන්වොයිසිය ප්‍රකාර VIP කට්ටලයේ අවසාන මිලෙන් පෙර ගෙවීම් අඩුකළ පසු ඉතිරිය ගුවන් සමාගම විසින් VIP ගුවන්යානා ලබා ගැනීමට පෙර ගෙවීම් කළ යුතු බව සහ VIP බැරපතෙන් යම් කොටසක් ඉතිරි වූයේ නම් අවසන් මිල පියවීම සඳහා යොදාගත හැකි බව.

vi) VIP කට්ටලය සඳහා සුළු අමතර කොටස්, පුහුණුවීම්, වගකීම් සහතික / ඇපකර, තාක්ෂණික සහ දත්ත ලේඛන, තාක්ෂණික හා ඉංජිනේරු සහාය නොමිලේ එයාර්බස් සමාගමෙන් ලබාදෙන බව.

vii) පළමු VIP ගුවන්යානය 2015 වර්ෂයේ 22 වන සතියේදීත් දෙවන VIP ගුවන්යානය 2015 වර්ෂයේ 37 වන සතියේදීත් ලබා දීමට නියමිත බව.

viii) පළමු VIP ගුවන්යානය සමඟ ප්‍රධාන VIP කට්ටලය හා අතිරේක VIP කට්ටලය සුදුසු බහාලුමක බහා ශ්‍රී ලන්කන් ගුවන් සේවා සමාගමේ A 330-300 ගුවන් භාණ්ඩ මෙහෙයුම් ස්ථානය වෙත ලබා දිය යුතු බව

ix) VIP කාමර කට්ටලය කොටස් 4 කින් යුක්ත අතර එහි සමන්විතය පහත පරිදි විය යුතු බව. (ඇමුණුම 38)

❖ නිදන කාමරය (Bed Room)	-	2 x 1.1 m ඇඳන්	02
	-	කෝට් රඳවනය	01
	-	සයිඩ්බෝඩ්ස්	
	-	වීඩියෝ LCD	01
❖ කාර්යාලය (Office)	-	VIP තනි ආසන	01
	-	කාර්යාල මේසය	01
	-	දොරවල් තුනේ කබඩ්	
	-	වීඩියෝ LCD	01
❖ සම්මන්ත්‍රණ (Conference)	-	ක්ලබ් 4 ආසන	03
	-	VIP තනි ආසන	08
	-	මේස (with foldable leafs)	03
❖ ආරක්ෂාව (Security)	-	VIP තනි ආසන	04
	-	මේස (with foldable leafs)	02

7.9.5. VIP කාමර කට්ටල ගිවිසුම අවලංගු කිරීම.

ඉහත VIP කාමර කට්ටල ගිවිසුම 2015 පෙබරවාරි 24 දිනැති ගිවිසුම මගින් අවලංගු කර තිබුණු අතර එහිදී එකඟ වී තිබුණු කොන්දේසි පහත වේ.

7.9.5.1. ශ්‍රී ලන්කන් ගුවන් සේවා සමාගම විසින් සිදු කරන ලද ලිඛිත ඉල්ලීමට අනුව මෙම ගිවිසුම අවලංගු කර තිබුණු අතර එහිදී එයාර්බස් සමාගම විසින් VIP කාමර කට්ටලයට අදාලව ලබා දී තිබුණු ඇ.ඩොලර් මිලියන 15 ක බැරපත VIP කාමර කට්ටලය නිර්මාණය කිරීම සඳහා සම්පූර්ණයෙන්ම යොදාගෙන අවසන් බව

7.9.5.2. ඒ අනුව "VIP Outfitting" ගිවිසුම ද අවලංගු කිරීමට සිදුවන බව

7.9.5.3. VIP කට්ටලය මිලදී ගැනීමේ ගිවිසුමෙහි එකඟ වූ වගකීම් සඳහා ශ්‍රී ලන්කන් ගුවන් සේවා සමාගම තවදුරටත් බැඳෙන බව

7.9.5.4. VIP කාමර කට්ටලයේ සම්පූර්ණ අයිතිය තවදුරටත් එයාර්බස් සමාගම සතුවන බව

7.9.5.5. 2016 ජුනි 30 දිනට පෙර මෙම VIP කාමර කට්ටලය තෙවෙනි පාර්ශවයකට විකිණීම සඳහා බලය එයාර්බස් සමාගම වෙත ලබා දී තිබුණු අතර එම නැවත විකිණීමෙන් ලැබෙන මුදලින් එයාර්බස් සමාගම විසින් දරණ ලද සියලු වැය අඩුකළ පසු ඉතිරි මුදල සඳහා "VIP Kit Settlement Credit Memorandum" නමින් බැරපතක් ශ්‍රී ලන්කන් ගුවන් සේවා සමාගම වෙත ලබා දිය යුතු බව හා ඉදිරි මිලදී ගැනීම වලදී එම මුදල එයාර්බස් සමාගමෙන් අඩුකර ගත හැකි බව.

7.10. **A 330-300 වර්ගයේ එක් ගුවන් යානයක් පාකිස්තානු ජාත්‍යන්තර ගුවන් සමාගමට අතුරු බදුදීම (Sub Lease)**

7.10.1. පාකිස්තානු ජාත්‍යන්තර ගුවන් සමාගම (PIA) විසින් පුළුල්බඳ සහිත ගුවන්යානා Wet Lease පදනම යටතේ කල්බදු ලබා ගැනීම සඳහා www.piac.aero වෙබ් අඩවියෙහි ටෙන්ඩර් දැන්වීමක් (ඇමුණුම 39) පළ කර මුද්‍රා තබන ලද ලංසු කැඳවීමක් සිදුකර තිබූ අතර එහි පහත කොරතුරු ඇතුලත් වී තිබුණි.

- පුළුල්බඳ සහිත ගුවන්යානා හතරක් දක්වා Wet Lease පදනම මත ලංසු කැඳවනු ලබන බව.
- එක් ගුවන් යානයක ආසන ධාරිතාවය ආසන 230 ට වැඩි විය යුතු බව.
- පාකිස්තානු ජාත්‍යන්තර ගුවන් සමාගමට (PIA) ගුවන් යානය කඩිනමින් භාරදිය යුතු බව.
- 2013 වර්ෂයට පසු නිෂ්පාදිත ගුවන් යානයක් විය යුතු බව.
- කල්බදු කාලසීමාව මාස 06 විය යුතු බව. (දීර්ඝ කරගත හැක)
- එක ගුවන් යානයකට මසකට සහතික කරන ලද පැය 300 සඳහා ස්ථාවර ගෙවීම් සිදු කරනු ලබන බව.
- ව්‍යාපාරික පන්තියේ ආසන සඳහා සම්පූර්ණ පැතලි ඇඳ ආසන (Full Fat – Bed seats) පැවතිය යුතු බව.
- 2016 ජුනි මස 20 දින පෙ.ව. 11.00 පෙර (පාකිස්තාන සම්මත වේලාවෙන්) ලංසු ඉදිරිපත් කළ යුතු බව.
- 2016 ජුනි මස 20 දින ප.ව. 12.00 ට (පාකිස්ථාන සම්මත වේලාවෙන්) මුද්‍රා තබන ලද ලංසු විවෘත කරනු ලබන බව.

7.10.2. ඉහත සඳහන් කළ ටෙන්ඩර් සඳහා ප්‍රතිචාර වශයෙන් 2016 ජුනි මස 20 වන දින ශ්‍රී ලන්කන් ගුවන් සේවා සමාගමේ ප්‍රධාන විධායක නිලධාරී විසින් පාකිස්තානු ජාත්‍යන්තර ගුවන් සමාගමේ සංස්ථාපිත සැලසුම්කරණ අධ්‍යක්ෂ වෙත ලංසු ලියවිල්ලක් (ඇමුණුම 40) ඉදිරිපත් කරන ලද අතර එහි A 330-300 වර්ගයේ ගුවන්යානා තුනක් සඳහා ලංසු මිල ගණන්ද,

තාක්ෂණික සහ මූල්‍ය යෝජනාවන් ද ඇතුලත් වී තිබුණි. මේ සම්බන්ධයෙන් සමාගමේ ප්‍රධාන විධායක නිලධාරී විසින් 2016 ජුනි 29 දින අධ්‍යක්ෂ මණ්ඩලය දැනුවත් කර තිබුණි.

7.10.3.1. 2016 අගෝස්තු 04 දිනැති අංක ENG/2016/08/73 දරණ අධ්‍යක්ෂ මණ්ඩල පත්‍රිකාව අනුව (ඇමුණුම 41) Wet Lease මත පළමු ගුවන් යානය 2016 අගෝස්තු 06 වන දින ලබා දීමට නියමිත බවත් එහි ගිවිසුම් කාලය මාස තුනක් දක්වා ලබා දීමට අවශ්‍ය කරන අනුමැතිය සිවිල් ගුවන් සේවා අධිකාරිය හා පොදු ව්‍යාපාර සංවර්ධන අමාත්‍යාංශයෙන් ලබාගත් බවත් කාර්ය මණ්ඩලයේ සහ මෙම කාර්යයෙහි ආරක්ෂාව තහවුරු කර ගැනීම සඳහා ලාහෝර් සහ ඉස්ලාමාබාද් නගර වල ආරක්ෂක තත්ත්වය පිළිබඳව ස්වාධීන ආරක්ෂක ඇගයුමක් ශ්‍රී ලන්කන් ගුවන් සේවා සමාගම විසින් සිදු කරවා ගත් බවත් සඳහන් කර තිබුණි.

7.10.3.2. මෙම ගිවිසුම් කාලය තුල මාසයකට අවම පැය 300 ක් සඳහා එක් පැයකට ඇමරිකානු ඩොලර් 8,100 ක් ද පැය 300 ඉක්මවන පැය ප්‍රමාණයට අමතර ගාස්තුවක් ලෙස පැයක් සඳහා ඇමරිකානු ඩොලර් 7,600 ක් ද ගෙවීම සඳහා පාකිස්තානු ජාත්‍යන්තර ගුවන් සමාගම එකඟ වී ඇති බව සඳහන් කර තිබුණි. උක්ත ගුවන් සමාගමට ගුවන් යානය භාරදීමට ප්‍රථම එම සමාගමට අවශ්‍ය වන ආකාරයට ගුවන් යානයෙහි තීන්ත ආලේප කර භාරදිය යුතු බවත් ඒ සඳහා ස්ථානගත කිරීමේ පිරිවැය (Positioning cost) ලෙස ඇමරිකන් ඩොලර් 36,000 ක් ශ්‍රී ලන්කන් ගුවන් සේවා සමාගමට ගෙවීමට පාකිස්තානු ජාත්‍යන්තර ගුවන් සමාගම එකඟ වී ඇති බවත් සඳහන් කර තිබුණි.

7.10.3.3. ඒ අනුව A 330-300 වර්ගයේ අංක 1604 දරණ ගුවන් යානය Wet Lease ක්‍රමය යටතේ 2016 අගෝස්තු 03 වන දින සිට මාස තුනක කාලයක් සඳහා බදු දීමට අධ්‍යක්ෂ මණ්ඩල අනුමැතිය ලබාදී තිබුණි.

7.10.4. අධ්‍යක්ෂ මණ්ඩල අනුමැතිය ලැබීමෙන් පසුව 2016 අගෝස්තු 04 දින ගිවිසුමට එළඹ තිබුණි. තවද අදාල කාලසීමාව වන මාස තුනක කාලය අවසන් වීමෙන් පසුව 2016 නොවැම්බර් 10 දින සිට 2017 පෙබරවාරි 9 දින දක්වා ගිවිසුම් කාලය දීර්ඝ කර තිබුණි. (ඇමුණුම 25)

7.10.5. Wet Lease ගිවිසුමෙහි සඳහන් කොන්දේසි කිහිපයක් කෙටියෙන් පහත දැක්වේ.

- ❖ ශ්‍රී ලන්කන් ගුවන් සේවා සමාගම අතුරු බදු දීමේදී ප්‍රධාන කල්බදු හිමියාගෙන් අනුමැතිය ලබාගත යුතු වීම.
- ❖ ශ්‍රී ලන්කන් ගුවන් සේවා සමාගමට ස්ථාපනය කිරීමේ පිරිවැය අවම වශයෙන් වැඩ කරන දින 04 කට පෙර ලබා දිය යුතු වීම.
- ❖ සිවිල් ගුවන් සේවා අධිකාරියෙන් ආරක්ෂණ තක්සේරු නිෂ්කාශනය ලබාගත යුතු වීම.

- ❖ ස්ථානගත කිරීමේ පිරිවැය හා ප්‍රතිස්ථාපනය කිරීමේ පිරිවැය යන දෙකම කල්බදු ගැනුම්කරු විසින් දැරිය යුතු වීම.
- ❖ පළමු මාසයේ ස්ථාවර ගාස්තුව ආරම්භක දිනට පෙර වැඩකරන දින 03 ක් ඇතුලත ගෙවිය යුතු වීම.
- ❖ අවම පැය 300 ක් සඳහා ස්ථාවර ගාස්තු පැයකට ඇමරිකන් ඩොලර් 8,100 ක් ද අතිරික්ත පැයකට ඇමරිකන් ඩොලර් 7,600 ක් ද ගෙවිය යුතු වීම.
- ❖ කල්බදු ගැනුම්කරු ගෙවිය යුතු යම් මුදලක් නියමිත දිනයට නොගෙවා සිටින විට ඒ සඳහා සියයට 6.5 ක වාර්ෂික පොළියක් දින 360 පදනම ලෙස ගෙන කල්බදු භිමියාට ගෙවිය යුතු වීම.
- ❖ සිවිල් ගුවන් සේවා අධිකාරියෙන් ගුවන්යානා යෝග්‍යතා සහතිකයක් ලබා ගෙන ඇති බව තහවුරු කිරීම.
- ❖ ගුවන් ක්‍රියාකරුගේ තහවුරු සහතිකයක් (Valid Air Operator's Certificate) පවත්වා ගෙන යාම.

7.10.6. 2016 ඔක්තෝබර් 27 දිනැති අධ්‍යක්ෂ මණ්ඩල අනුමැතිය අනුව A 330-300 වර්ගයේ ගුවන්යානා 03 ක් Dry Lease පදනම යටතේ පාකිස්තානු ජාත්‍යන්තර ගුවන් සමාගමට ලබා දීමට එකඟ වී කෙටි කාලයකදී ගිවිසුම් අත්සන් කිරීමට ද එකඟත්වයක් ඇතිකරගෙන තිබුණු බව දක්වා තිබුණි. කෙසේ වෙතත් පාකිස්තානු ගුවන් සේවා සමාගම ගුවන්යානා අනතුරකට හදිසියේ මුහුණ දීම හේතුවෙන් මෙම Dry Lease පදනම යටතේ ලබාගැනීමට එකඟ වූ ගුවන්යානා 03 හෝ Wet Lease පදනම මත ලබාගැනීමට එකඟ වූ ගුවන්යානා 02 ලබාගැනීමට නොහැකි වී තිබුණි.

7.10.7. ඒ අනුව සමාගමේ විධායක නිලධාරී, ප්‍රධාන තාක්ෂණ නිලධාරී, ප්‍රධාන වාණිජ නිලධාරී හා මූල්‍ය අංශ ප්‍රධානී විසින් 2017 ජනවාරි 25 දින ඉදිරිපත් කරන ලද අංක CEO/2017/01/25 දරණ අධ්‍යක්ෂ මණ්ඩල පත්‍රිකාවෙහි පහත කරුණු සඳහා අනුමැතිය ඉල්ලා තිබුණි.

- ❖ A 330-200 ගුවන්යානා (MSN 303, 306 සහ 311) දීර්ඝ කරන ලද කල්බදු ගිවිසුම් අවසන් වන තෙක් පවත්වාගෙන යාම.
- ❖ අවම වශයෙන් A 330-300 ගුවන්යානා 02 ක් වත් Dry Lease පදනම මත පාකිස්තානු ජාත්‍යන්තර ගුවන් සමාගම වෙත ලබාදීමට සාකච්ඡා කිරීම.
- ❖ අනෙක් A 330-300 ගුවන්යානා 03 පාකිස්තානු ජාත්‍යන්තර ගුවන් සමාගමෙන් ලබා නොගන්නා නිසා (MSN 1564, 1583 සහ 1604) සඳහා විකල්ප කල්බදු ගැනුම්කරුවෙකු සෙවීම.

8. **විගණන නිරීක්ෂණ**

8.1. **2010 අංක 14 දරන සිවිල් ගුවන් සේවා පනතේ විධිවිධාන වලට අනුකූල නොවීම්**

8.1.1. ඉහත 7.1.3.2 I හි දක්වා ඇති පරිදි අදාල අමාත්‍යවරයා වෙත එලෙස කාර්යයන් පැවරී තිබුණද 2017 මාර්තු 16 දින ප්‍රවාහන හා සිවිල් ගුවන් සේවා අමාත්‍යාංශය, සිවිල් ගුවන් සේවා අධිකාරිය, ගුවන්තොටුපල හා ගුවන් සේවා (ශ්‍රී ලංකා) සමාගම, නීතිපති දෙපාර්තමේන්තුව, ශ්‍රී ලන්කන් ගුවන් සේවය, ශ්‍රී ලංකා ගුවන් හමුදාව, ගුවන් සේවා නියෝජිතයින්ගේ මණ්ඩලය, ගුවන් සේවා නියෝජිතයින්ගේ ශ්‍රී ලංකා සංගමය සහ දේශීය සිවිල් ගුවන් සේවා නියෝජිතයින්ගෙන් සමන්විත කමිටුවක් මගින් ජාතික සිවිල් ගුවන් සේවා ප්‍රතිපත්තියෙහි කෙටුම්පතක් (ඇමුණුම 28) පමණක් සකස් කර තිබීම හැරුණු විට විගණිත දිනවූ 2018 ජනවාරි 25 දින දක්වා අදාල නිර්දේශ අමාත්‍ය මණ්ඩලය වෙත ඉදිරිපත් කර අනුමැතිය ලබාගැනීමට කටයුතු කර නොතිබුණි.

8.1.2. තවද, ශ්‍රී ලංකාවේ ආර්ථික හා සමාජීය කරුණු දීර්ඝ කාලීනව සලකා බලා ගැලපෙන ගුවන් මගී, භාණ්ඩ ප්‍රවාහනය ඇතුලු ගුවන් ගමන් ධාවන ජාතික ප්‍රතිපත්තියක් හඳුනාගෙන නොතිබුණි.

මෙලෙස ශ්‍රී ලංකාවට අදාල සිවිල් ගුවන් සේවා ප්‍රතිපත්තියක් නොමැති වීම තුලින් ශ්‍රී ලන්කන් ගුවන් සේවය වෙත ප්‍රධාන වශයෙන් පහත බලපෑම් ඇති වී තිබූ බව නිරීක්ෂණය විය.

I ගුවන්යානා නඩත්තු හා අලුත්වැඩියා කටයුතු වෙනුවෙන් රාජ්‍ය අනුග්‍රහය ලබා දිය යුතු බව කෙටුම්පතෙහි දක්වා ඇතත් ලැබෙන රාජ්‍ය අනුග්‍රහය ඉතා සීමිත වී තිබීම.

II ගුවන්යානා ඉන්ධන පිරිවැය අවම කර ගැනීම සඳහා පෞද්ගලික ආයතන මගින් ඉන්ධන ගෙන්වීමට කෙටුම්පත් කරන ලද ප්‍රතිපත්තිය තුල ඇතුලත් කර තිබුණ ද විගණිත දින දක්වා ගුවන්යානා ඉන්ධන ලංකා ඛනිජ තෙල් සංස්ථාව මගින්ම ගෙන්වීම.

III රාජ්‍ය - පෞද්ගලික හවුල් ව්‍යාපාර ඇති කිරීම මගින් විදේශීය ආයෝජනය සියයට 90 ක් දක්වා ලබා ගෙන ගුවන් සේවා මෙහෙයුම් කටයුතු, ගුවන්යානා නඩත්තු හා අලුත්වැඩියා කටයුතු, ආහාර සැපයීම හා ගුවන් සේවා පුහුණු කටයුතු පුළුල් කිරීමට හා සංවර්ධනය කිරීමට කෙටුම්පත් කරන ලද ප්‍රතිපත්තියෙහි ඇතුලත් කර තිබුණ ද එලෙස කටයුතු කර නොතිබීම මත ගුවන් සේවය රාජ්‍ය බැංකු හරහා විශාල ණය මුදල් ප්‍රමාණයක් ලබා ගනිමින් රජය මතම යැපෙමින් පැවතීම.

8.1.3. ඉහත 7.1.3.2 III හි සඳහන් සේවා සැපයීම් සඳහා වූ බලපත්‍ර සිවිල් ගුවන් සේවා අධිකාරිය වෙතින් විගණිත දිනවූ 2017 නොවැම්බර් 20 දින දක්වා ලබා ගෙන නොතිබුණි.

8.2. **සමාගමේ මෙහෙයුම් ප්‍රතිඵල සම්බන්ධ නිරීක්ෂණ**

8.2.1. ඉහත 7.4.2 සහ 7.4.3 ඡේදයන්හි සඳහන් වගු වල දැක්වෙන පරිදි ශ්‍රී ලන්කන් ගුවන් සේවා සමාගම දිගින් දිගටම අලාභ ලැබීම හේතුවෙන් එහි ශුද්ධ වත්කම් සෘණ අගයක් ගෙන තිබූ අතර මෙය දිගින් දිගටම වර්ධනය වී 2017 මාර්තු 31 දින වන විට රු. මිලියන 115,767 ක සෘන අගයක් ගෙන තිබුණි. මෙම තත්ත්වය තවදුරටත් තීව්‍රර වීමට A 350 වර්ගයේ ගුවන්යානා 04 ක් මෙහෙයුම් කල්බදු පදනම මත ලබා ගැනීමේ ගිවිසුම් අවලංගු කිරීම හේතුවෙන් ගෙවීමට සිදු වූ රු. මිලියන 16,924 ක වන්දි මුදල, (ඇමුණුම 43) ගුවන්යානා මිලදී ගැනීම අවලංගු කිරීම සඳහා උපදේශන සේවා ලබා ගැනීම වෙනුවෙන් ගෙවන ලද රු. මිලියන 99.2 හා නීති උපදේශන සේවා ලබා ගැනීම සඳහා ගෙවන ලද රු. මිලියන 34.9 ක් ඇතුළු එකතුව දළ වශයෙන් රු. මිලියන 17,058.1 ක අලාභය හේතු වී තිබුණි. තවද තවත් A 350 එයාර්බස් වර්ගයේ ගුවන්යානා 04 ක් මිලදී ගැනීමේ ගිවිසුම් ද අවලංගු කිරීම පිළිබඳව මේ වන විටත් තීරණය කර ඇති බැවින් හා ඒ සඳහා ගෙවිය යුතු වන්දි මුදල මෙතෙක් එකඟ වී නොමැති බැවින් ද ඉදිරියේදී මෙම අහිතකර මූල්‍ය තත්ත්වය තවදුරටත් වර්ධනය වනු ඇත.

8.2.2. තවද ආයතනය දිගින් දිගටම කාරක ප්‍රාග්ධන ගැටලුවකට මුහුණ දී ඇති අතර 2017 මාර්තු 31 දින වන විට මෙම තත්ත්වය වර්ධනය වී රු. මිලියන 26,973 ක් වූ ජංගම වත්කම් ඉක්මවූ ජංගම වගකීම් ප්‍රමාණය රු. මිලියන 99,329 වී තිබුණි. මෙම අහිතකර තත්ත්වයන් ආයතනයේ අඛණ්ඩ පැවත්මට තර්ජනයක් වී ඇති බව නිරීක්ෂණය විය.

8.2.3. ඉහත 7.4.2 සහ 7.4.3 ඡේදයන්හි සඳහන් පරිදි සමාගමේ පසුගිය වර්ෂ වල මෙහෙයුම් ප්‍රතිඵලය සහ ශුද්ධ වත්කම් තත්ත්වය දිගින් දිගටම අයහපත් තත්ත්වයක තිබිය දී සමාගම විසින් 2013 දී දළ වටිනාකම රු. මිලියන 296,279 ක් වූ ප්‍රතිස්ථාපන ක්‍රියාවලියකට යොමු වූයේ විධිමත් හා යථාර්තවාදී අධ්‍යනයකින් අනතුරුව ද යන්න ප්‍රශ්නගත විය.

8.3. **සමාගම සකස් කර තිබූ පස් අවුරුදු උපායමාර්ගික සැලැස්ම සම්බන්ධ නිරීක්ෂණ**

8.3.1. ඉහත 7.5.2 ඡේදයෙහි සඳහන් 2010/2011 - 2014/2015 සැලැස්ම සකස් කිරීම සඳහා වූ විධිමත් අධිකාරී බලය සහිත අධ්‍යක්ෂ මණ්ඩල තීරණයක් විගණනයට ඉදිරිපත් නොකෙරුණි. තවද එම සැලැස්ම සකස් කළ පුද්ගලයකු / පුද්ගලයන් පිළිබඳ විස්තර ඔවුන්ගේ සුදුසුකම්, ගෙවීම්, කාල වකවානු ආදී විස්තර ද විගණනයට ඉදිරිපත් නොකෙරුණි.

8.3.2. ඉහත 7.5.3.1 පරිදි සමාගමේ සභාපති විසින් සිය උපායමාර්ගික ව්‍යාපාර සැලැස්ම තහවුරු කරගැනීමේ ක්‍රියාවලිය ඉදිරියට ගෙනයාමට කමිටුවක් පත්කර තිබුණ ද උපදේශන සමාගම් 04 ක් මගින් එවන ලද යෝජනා ඇගයීම් කර වාර්තාවක් ඉහත කමිටුව විසින් සකස් කර නොතිබුණි. තවද 2010 ඔක්තෝබර් 19 දින මේ සම්බන්ධයෙන් අධ්‍යක්ෂ මණ්ඩල පත්‍රිකාවක් පමණක් සකස් කර ඉහත කමිටුවේ සාමාජිකයන් දෙදෙනෙකුගේ අත්සනින් යොමු කර තිබුණි. මෙම කමිටු වාර්තාව කුමන පදනමකින් සිදුකළ ඇගයීමක් ද යන්න තහවුරු නොකෙරුණි.

8.3.3. ඉහත 7.5.3.1 ඡේදයෙහි සඳහන් අධ්‍යක්ෂ මණ්ඩල පත්‍රිකාවෙහි තෝරාගත් උපදේශන සමාගම හැර අනෙකුත් උපදේශන සමාගම් මගින් ඉදිරිපත් කර තිබූ මිල ගණන් ඇතුලත් කර නොතිබූ අතර VIA Capital විසින් ඉදිරිපත් කර තිබූ මිල ගණන්ද පසුව අතින් වෙනස් කර තිබුණු බව නිරීක්ෂණය විය. මෙම සමාගම සමඟ මූල්‍යමය කොන්දේසි පිළිබඳ සාකච්ඡා කිරීමේ වගකීම කමිටු සාමාජිකයකු වූ මනිලාල් ප්‍රනාන්දු මහතා, ප්‍රධාන විධායක නිලධාරී හා මූල්‍ය අංශ ප්‍රධානී සමඟ එක්ව භාරගෙන සමාගම ඉදිරිපත් කර තිබූ ඇමරිකානු ඩොලර් 499,825 ක මිල ඇමරිකානු ඩොලර් 450,000 දක්වා අඩුකර ගෙන තිබුණි. නමුත් එම සාකච්ඡා සටහන් කිසිවක් විගණනයට ඉදිරිපත් නොකෙරුණි.

8.3.4. මෙම උපදේශන කාර්යය ලබාගැනීම සඳහා ආයතන 12 කින් මිල කැඳවීම සිදුකර තිබුණ ද මිල කැඳවීමට එම ආයතන තෝරා ගත් ආකාරය පිළිබඳව තොරතුරු විගණනයට ඉදිරිපත් නොකෙරුණි.

8.3.5. තවද ඉහත උපදේශන සේවාව ලබා ගැනීම වෙනුවෙන් ඇස්තමේන්තුගත ගාස්තු පරාසයක් තීරණය කර තිබූ නමුත් එම පරාසය තීරණය කරන ලද පදනම තහවුරු කිරීමේ ප්‍රමාණවත් සාක්ෂි විගණනයට ඉදිරිපත් නොකෙරුණි.

8.3.6. මෙම යෝජනා සඳහා ඉල්ලීම් (RFP) නියමිත ආකෘතිය අනුව සකස් කර නොතිබූ බවද පූර්ව නිශ්චය කළ නිර්ණායක මත පදනම්ව මෙම යෝජනා ඇගයීම කර නොතිබූ බවද නිරීක්ෂණය විය. තවද උපදේශනවරුන්ගේ පූර්ව කාර්යභාරයන් පිළිබඳ ඇගයීම්, කාර්ය මණ්ඩල සුදුසුකම් හා දැනුම ආදී කරුණු පිළිබඳ ඇගයීමක් ද කර නොතිබුණි.

8.4. **VIA කැපිටල් මගින් තහවුරු කරන ලද පස් අවුරුදු උපායමාර්ගික සැලැස්ම ක්‍රියාත්මක කිරීම සම්බන්ධ නිරීක්ෂණය**

ඉහත 7.5.3.2. ඡේදයේ සඳහන් සමාගම ප්‍රතිව්‍යුහගත කිරීමේ යෝජනා ඇතුලත් (එනම් නව සමාගම් 3 ක් ඇති කිරීම ඇතුළු) සම්පූර්ණ සැලැස්ම සඳහා අමාත්‍ය මණ්ඩල අනුමැතිය ලබාගැනීමට කටයුතු කර නොතිබුණු අතර ඇමරිකානු ඩොලර් මිලියන 510 ක රජයේ ප්‍රාග්ධන සම්පාදනයට අදාල කොටස් සඳහා පමණක් අමාත්‍ය මණ්ඩල අනුමැතිය (ඇමුණුම 10) ලබා ගෙන තිබුණි.

8.5. **ප්‍රතිව්‍යුහගත කිරීමේ ක්ෂේත්‍රයන් සම්බන්ධව වූ නිරීක්ෂණ**

ඉහත 7.5.3.4.1 ඡේදය පරිදි,

8.5.1. ශ්‍රී ලන්කන් ගුවන් සේවා සමාගම විසින් උපදේශන සමාගමක තහවුරුව ද ලබාගෙන සකස් කර තිබුණු සැලැස්ම ප්‍රකාරව නැවත ප්‍රාග්ධන සම්පාදනය කිරීමට යෝජනා කර තිබූ ආකාරයෙන් සම්පූර්ණයෙන් පරිබාහිරව අමාත්‍ය මණ්ඩල පත්‍රිකාව මගින් අරමුදල් සම්පාදනය කිරීමට ඉල්ලා තිබුණි. විස්තර පහත දැක්වේ.

(ඇ. ඩොලර් මිලියන)

වර්ෂය	සැලැස්ම ප්‍රකාර ප්‍රාග්ධන සම්පාදනය	අමාත්‍ය මණ්ඩල පත්‍රිකාවෙන් ඉල්ලුම් කරන ලද ප්‍රාග්ධන සම්පාදනය	
		ශ්‍රී ලන්කන් ගුවන් සේවය	මිහින් ලංකා ගුවන් සේවය
2011/12	287	100	10
2012/13	183	100	10
2013/14	40	100	-
2014/15	-	100	-
2015/16	-	100	-
එකතුව	510	500	20

සභාපතිවරයාගේ පිළිතුර අනුව මහා භාණ්ඩාගාරය සමඟ සාකච්ඡා කර අමාත්‍ය මණ්ඩල සංදේශය සකස්කර තිබුණි. මහා භාණ්ඩාගාරයට එම අවස්ථාවේ අරමුදල්

සැපයීමේ හැකියාවක් නොවූ නිසා ඔවුන්ගේ උපදෙස් පරිදි මෙලෙස වර්ෂ 5කින් අරමුදල් ලබාගත හැකි පරිදි සංදේශය සකස්කර ඇත.

8.5.2. තවද ඉහත යෝජිත සැලැස්ම ප්‍රකාරව රජය මගින් නැවත ප්‍රාග්ධන සම්පාදනය මගින් ලබා ගන්නා අරමුදල් සැලසුම්ගත සංයුතියට වෙනස් සංයුතියකින් ලබා ගැනීමට අමාත්‍ය මණ්ඩල පත්‍රිකාව මගින් අනුමැතිය ලබා ගෙන තිබූ බවද නිරීක්ෂණය විය. විස්තර පහත දැක්වේ. (නිදසුන කාරක ප්‍රාග්ධන අවශ්‍යතා, විදේශගත ණය ගෙවීම)

අවශ්‍යතාවය	අමාත්‍ය මණ්ඩල පත්‍රිකාවට අනුව ඉල්ලුම් කර තිබූ මුදල	සැලැස්මට අනුව මුදල
	(ඇ. ඩොලර් මිලියන)	(ඇ. ඩොලර් මිලියන)
ගුවන්යානා ඇණිය ප්‍රතිස්ථාපනය	230	230.2
විශේෂ ව්‍යාපාර ඒකක සඳහා මුළු ප්‍රාග්ධන වියදම (මත්තල, රත්මලාන, BIA)	81	81.1
කාරක ප්‍රාග්ධන අවශ්‍යතා	94	64.6
ණයහිමි ගෙවීම්		
i) ඛනිජ තෙල් නීතිගත සංස්ථාවට	28	
ii) අනෙකුත්	15	
බැංකු ණය / අයිරා ගෙවීම්	52	52.0
විදේශගත ණය ගෙවීම්	-	72.8
මුළු අරමුදල් අවශ්‍යතාවය	500	500.7

8.5.3. තවද ඉහත සටහන පරිදි අනුමත කර තිබූ රු. මිලියන 500 න් ලබාදී තිබූ රු. මිලියන 375 න් රු. මිලියන 355.5 ක්ම පහත ඡේදයේ දැක්වෙන පරිදි ලංකා ඛනිජ තෙල් නීතිගත සංස්ථාවේ ණය පියවීම සඳහා යොදවා තිබුණි.

එනම්, මුළු අරමුදල් අවශ්‍යතාවය වූ ඇමරිකානු ඩොලර් මිලියන 500 න් සියයට 71 ක් ම ප්‍රාග්ධන වත්කම් මිලදී ගැනීමට නොව කාරක ප්‍රාග්ධන අවශ්‍යතා සඳහා යොදවා තිබූ බවද නිරීක්ෂණය විය.

වර්ෂය	සම්පාදිත මුදල		යොදවන ලද ආකාරය
	(රු. මිලියන)	(ඇ. ඩොලර් මිලියන)	
2012	11,619	105.5	ලංකා ඛනිජ තෙල් නීතිගත සංස්ථාවේ ණය පියවීම
	2,667	19.5	ලැබීමට පෙර ගෙවීම් (PDP) මූල්‍යයනය
2013	12,600	100	ලංකා ඛනිජ තෙල් නීතිගත සංස්ථාවේ ණය පියවීම
2014	19,585	150	ලංකා ඛනිජ තෙල් නීතිගත සංස්ථාවේ ණය පියවීම
	46,471	375	

8.5.4. ඉහත 7.5.3.4.2 හි ඉහත දක්වා ඇති සටහන අනුව සමාගමේ මූලික ව්‍යාපාර ඒකක වන ඉංජිනේරු හා නඩත්තු සහ ගුවන්තොටුපල සේවා යන අංශ 02 වෙනම සමාගම් බවට පත්කිරීමට සැලසුම් කර තිබුණ ද එසේ කටයුතු කර නොතිබුණි.

8.5.5. තවද ශ්‍රී ලන්කන් කේටරින් (පෞද්ගලික) සමාගම, පොදු සමාගමක් බවට පත් කර එහි කොටස් වලින් සියයට 25 ක් මූලික අර්පනයක් (IPO) මගින් ලබා දීමට සැලසුම් කර තිබුණ ද එය පොදු සමාගමක් බවට පමණක් පත්කර තිබූ අතර මහජන අර්පනයක් මගින් අරමුදල් ලබා ගැනීමේ කටයුතු ආර්ථික කටයුතු පිළිබඳ අමාත්‍ය මණ්ඩල අනුකමිටුව විසින් අතරමඟ නවතා දමා තිබූ බවද නිරීක්ෂණය විය.

8.5.6. ශ්‍රී ලන්කන් ගුවන් සේවය හා මිහින් ලංකා ගුවන් සේවය ඒකාබද්ධ කර සමූහ සමාගමක් පිහිටුවීමට සැලසුම් කර තිබුණ ද එසේ කටයුතු කර නොතිබූ අතර 2016 ඔක්තෝබර් 30 දිනෙන් පසු මිහින් ලංකා ගුවන් සේවයේ මෙහෙයුම් කටයුතු නවතා දමා තිබුණි.

8.5.7. ඉහත 7.5.3.4.4 (ii) ඡේදයෙහි සඳහන් පරිදි සංචාරක ප්‍රවර්ධන මණ්ඩලය සමඟ එළඹිය යුතු අවබෝධතා ගිවිසුමට විගණිත දින වූ 2017 ඔක්තෝබර් 31 දක්වා එළඹ නොතිබුණි.

8.5.8. 7.5.3.4.3 (ii) ඡේදයේ සඳහන් මූල්‍ය සහාය ලබාගැනීමට අදාලව ගුවන්යානා බදුකරුවන් වෙත පැනවෙන දේශීය බදු වලින් නිදහස්වීම් ලබා ගෙන නොතිබූ අතර ගුවන්යානා, අමතර කොටස් ශ්‍රී ලන්කන් ගුවන් සේවය මගින් හෝ තෙවෙනි පාර්ශවයන් මගින් ගෙන්වීමේදී බදු නිදහස් වීම් ලබා ගැනීමට සැලසුම් කර තිබුණ ද එසේ කටයුතු කර නොතිබුණි. තවද ලංකා ඛනිජ තෙල් සංස්ථාවෙන් අඛණ්ඩව වසර 5 ක් සඳහා එකඟ වූ මිලක් යටතේ ගුවන්යානා ඉන්ධන ලබා ගැනීමට සැලසුම් කර තිබුණ ද එසේ ගිවිසුමකට එළඹී බවට සාක්ෂි

විගණනයට ඉදිරිපත් නොවුණි. කෙසේ වුවද 2010/11 වර්ෂයේ සිට 2016/17 වර්ෂය දක්වා ගුවන්යානා ඉන්ධන ඒකකයක සාමාන්‍ය මිල පහත පරිදි වී තිබුණි.

වර්ෂය	ගුවන්යානා ඉන්ධන ඒකකයක සාමාන්‍ය මිල (UCS / AG)
2010/11	249.39
2011/12	338.69
2012/13	333.25
2013/14	315.75
2014/15	275.05
2015/16	171.18
2016/17	161.23

8.6. **යෝජිත ගුවන්යානා ඇණිය සම්බන්ධ නිරීක්ෂණ**

ඉහත 7.5.3.5.1 හි සඳහන් සැලසුම්ගත ගුවන්යානා ඇණිය සත්‍ය තත්ත්වය සමඟ සැසඳීමේදී පහත කරුණු නිරීක්ෂණය විය.

8.6.1. A 320 වර්ගයේ ගුවන්යානා 2016/17 වර්ෂය අවසානයට 09 ක් හා 2017/18 වර්ෂය අවසානයට 10 ක් දක්වා වැඩි කිරීමට සැලසුම් කර තිබුණ ද 2016/17 වර්ෂය අවසාන වන විට A 320 වර්ගයේ ගුවන්යානා 11 ක් දක්වා ඉහළ නංවා තිබුණි.

8.6.2. 2016 වර්ෂය වන විට A 330 - 300 ගුවන්යානා 06 ක් ලබා ගැනීමට සැලසුම් කර තිබුණ ද ඊට පරිබාහිරව ගුවන්යානා 07 ක් ලබා ගෙන තිබුණි.

8.6.3. 2017/18 වර්ෂයේදී ලබා ගැනීමට සැලසුම් කරන ලද A 350 - 900 ගුවන්යානා මධ්‍ය වාර්ෂික සාමාන්‍යය 1.5 ක් වුවත්, මෙහෙයුම් කල්බදු පදනම මත 04 ක් සහ සෘජු මිලදී ගැනීම සඳහා 04 ක් වශයෙන් ගුවන්යානා 08 ක් ලබා ගැනීමට ගිවිසුම් ගත වී තිබුණි. නමුත් විගණිත දින වන විට මෙහෙයුම් කල්බදු පදනම මත ලබා ගැනීමට නියමිතව තිබූ A 350 - 900 ගුවන්යානා 04 හි ගිවිසුම් අවලංගු කර තිබුණි. එමෙන්ම සෘජු මිලදී ගැනීම සඳහා ගිවිසුම් ගතවී ඇති A 350 - 900 ගුවන්යානා 04 අවලංගු කිරීම සම්බන්ධයෙන් කටයුතු කෙරෙමින් පැවතුණි.

8.6.4. මිහින් ලංකා සමාගමේ මෙහෙයුම් කටයුතු නවතා දැමීම නිසා එම සමාගම සතු වූ ගුවන්යානා 2 ක් හා අදාල ගුවන් මාර්ග සමඟ සමාගමට පැවරීම නිසා එම ගුවන්යානා සංඛ්‍යාව වැඩි වී ඇති බව සභාපතිවරයා විසින් දන්වා තිබුණි.

8.6.5. 2017/18 වර්ෂය අවසානයට මුළු ගුවන්යානා ප්‍රමාණය 22 ක් ලෙස සැලසුම් කළ ද 2016/17 වර්ෂය අවසානයේදී මුළු ගුවන්යානා 24 ක් වී තිබුණි.

8.7. **ගුවන් යානා උපයෝජනය සම්බන්ධව වූ නිරීක්ෂණය**

ඉහත 7.5.3.5.2 අනුව 2013 දී පැවති මුළු දිනක සාමාන්‍ය මෙහෙයුම් පැය ප්‍රමාණයට වඩා 2017 සාමාන්‍යය මෙහෙයුම් පැය ප්‍රමාණය අඩු වී තිබූ අතර 2013 සංශෝධිත සැලැස්ම ප්‍රකාරව අපේක්ෂිත වර්ධනය අත්පත් කර ගැනීමට නොහැකි වී තිබූ බව පහත වගුව අනුව නිරීක්ෂණය විය.

ගුවන්යානා වර්ගය	2017	2016	2015	2014	2013
A 320	12.07	12.54	12.98	10.83	11.79
A 330 – 200	11.67	12.59	14.11	14.68	13.82
A 340 – 300	-	-	11.42	11.44	13.10
A 330 – 300	14.03	14.66	13.43	-	-
A 350	-	-	-	-	-
මුළු ඇණියේ ප්‍රමාණය	12.44	12.02	12.90	12.76	12.82

8.8. **යෝජිත නව ගුවන් මාර්ග ජාලය සම්බන්ධව වූ නිරීක්ෂණය**

ඉහත 7.5.3.5.3 හි සඳහන් පරිදි ගුවන් ගමන් වාර සැලසුම් කර තිබුණද 2017 ඔක්තෝබර් 31 දින වන විට සතියකට මුළු ගුවන් ගමන් වාර 358 ක් පමණක් පියාසර කරමින් පැවතුනි. නමුත් එය 2017 ඇස්තමේන්තුගත තත්ත්වයෙන් (ගුවන් ගමන් වාර 558 න්) සියයට 64 ක පමණක් වී තිබුණි. එමෙන්ම සැලසුම් කළ ගුවන් මාර්ග වලට වඩා සැලසුම් නොකළ ගුවන් මාර්ග 11 ක පියාසර කර තිබුණි. තවද සීබරි සමාගම මගින් තහවුරු කර තිබූ ගුවන් මාර්ග වූ කොළඹ-පැරිසිය, කොළඹ-රෝමය, කොළඹ-ෆ්‍රෑන්ක්ෆර්ට් සහ මොස්කව්-ඩුබායි යන ගුවන් මාර්ග 04 හි ධාවනයන් නවතා දමා තිබුණි.

8.9. **පුළුල්බද ගුවන් යානා ඇණිය ප්‍රතිස්ථාපනය කිරීම සඳහා උපදේශන සේවා ලබා ගැනීම සම්බන්ධව වූ නිරීක්ෂණ**

8.9.1. ඉහත 7.6.1 හි දක්වා ඇති පරිදි සීබරි (Seabury) ආයතනය උපදේශන සේවා ලබා ගැනීම සඳහා තෝරා ගැනීම හා සේවයේ යොදවා ගැනීමේදී එම කටයුතු වල විනිවිදභාවය ආරක්ෂා වන පරිදි 2007 අගෝස්තු ජාතික ප්‍රසම්පාදන නියෝජිතායතනය විසින් නිකුත් කරන ලද උපදේශනවරුන් තෝරා ගැනීම හා සේවයේ යොදවා ගැනීම පිළිබඳ මාර්ගෝපදේශ සංග්‍රහයට හා 2007 නොවැම්බර් මාසයේදී එම ආයතනය විසින්ම නිකුත් කරන ලද උපදේශන සේවාවන් සඳහා වූ අත්පොතෙහි සඳහන් පහත දැක්වෙන කරුණු ඇතුලත් විධිවිධානයන්ට අනුව කටයුතු කර නොතිබූ බව නිරීක්ෂණය විය.

8.9.1.1. 7.6.2.1. ඡේදයෙහි දක්වා ඇති පරිදි ශ්‍රී ලන්කන් ගුවන් සේවා සමාගම ගුවන්යානා ප්‍රතිස්ථාපන වැඩසටහන සඳහා උපදේශකවරුන් තෝරා ගැනීමේදී අමාත්‍යාංශය සම්බන්ධ කරගෙන නොතිබුණි. මේ සඳහා විධිමත් ප්‍රසම්පාදන කමිටුවක් ද පත්කර නොතිබුණි.

8.9.1.2. 7.6.2.2. ඡේදය අනුව සමාගම විසින් යෝජනා ඉල්ලීමේ (Request for Proposal) ප්‍රකාශයක කෙටුම්පතක් සකස් කර උපදේශන ප්‍රසම්පාදන කමිටුව මගින් අනුමත කර යෝජනා ඉදිරිපත් කිරීමට අපේක්ෂිත උපදේශන සමාගම් වෙත ලබා නොදීම නිසා උපදේශන සමාගමෙන් නිශ්චිතව ලබාගත යුතු සේවා පිළිබඳ යෝජනා ලබාගත නොහැකි වී තිබුණි. තවද විවිධ ආකෘති වලින් යෝජනා ලැබී තිබුණි. මේ හේතුවෙන් සියලුම ලංසුකරුවන්ට එකම තලයක සිට ඇගයීමට ලක්කිරීමට නොහැකි වී තිබුණි.

8.9.1.3. 7.6.2.3. ඡේදයෙහි දක්වා ඇති පරිදි එවැනි ප්‍රසම්පාදන කමිටුවක් පත් කිරීමකින් තොරව සමාගමේ සේවයේ නියුතු ප්‍රධාන විධායක නිලධාරී, ජ්‍යෙෂ්ඨ කළමණාකරු - (ඒකාබද්ධ කටයුතු), මූල්‍ය අංශ ප්‍රධානී හා ඉංජිනේරු අංශ ප්‍රධානී යන සාමාජිකයින් 04 දෙනෙකුගෙන් සමන්විත කමිටුවක් පමණක් අධ්‍යක්ෂ මණ්ඩලය මගින් පත්කර තිබුණි.

8.9.1.4. ජාත්‍යන්තර උපදේශන සේවා ආයතන 04 කට යෝජනා ලබා දෙන ලෙස විද්‍යුත් තැපෑල (E-mail) මගින් දන්වා තිබූ නමුත් එම ආයතන වෙත විධිමත්ව සකස් කරන ලද යෝජනා සඳහා ඉල්ලීම් (RFP) යවා නොතිබූ නිසා ඉහත 7.6.3.4 ඡේදය ප්‍රකාරව කටයුතු කර නොතිබුණි.

8.9.1.5. 7.6.2.5. ඡේදය අනුව සමාගම විසින් අදාල වියදම් හඳුනාගෙන ඒ අනුව පිරිවැය ඇස්තමේන්තුවක් සකස් කර නොතිබුණි.

8.9.1.6. ඉහත 7.6.2.6. ඡේදය අනුව,

i) සමාගමේ අපේක්ෂිත කාර්යභාරයද එම අවශ්‍යතාවලට අනුකූල වුවත් ජාතික හෝ ජාත්‍යන්තර මාධ්‍යවල ප්‍රසම්පාදන දැන්වීම් පලකර නොතිබුණි. මේ නිසා උනන්දුවක් දක්වන සුදුසුකම් සහිත සියළු උපදේශන ආයතන වෙත අවස්ථාවක් ලබා දී නොතිබුණි. මේ නිසා තරඟකාරී සහභාගිත්වයට ඉඩ හැරීම මගින් සමාගමට ලබා ගත හැකිව තිබූ ගුණාත්මක හා ආර්ථිකමය වාසි මහ හැරී තිබුණි.

ii) සමාගම විසින් පිළිගත හැකි පදනමකින් තොරව තෝරාගත් ආයතන 3 ක් වෙත ඊ තැපෑල මගින් යෝජනා කැඳවීම් ලිපි ඉදිරිපත් කිරීමෙන් දින 42 කට පසු ප්‍රධාන විධායක

නිලධාරී විසින් යෝජනා කරන ලද තවත් උපදේශන සමාගමක් වූ Skywork සමාගමට ද යෝජනා ඉදිරිපත් කිරීම සඳහා ඊ තැපෑල මගින් යෝජනා කැඳවීම යවා තිබුණි.

8.9.1.7. ඉහත 7.6.2.7. ඡේදය අනුව සමාගම විසින් යෝජනා ඉදිරිපත් කිරීම සඳහා ඉල්ලුම් කර තිබුණේ ආයතන 04 කින් පමණි. තවද, සුදුසුකම්ලත් ආයතන විසින් අභිප්‍රාය ප්‍රකාශ ඉදිරිපත් කර නොමැති විටදී හෝ වෙනත් සුදුසුකම්ලත් ආයතන නොමැති විටදී පමණක් තෝරාගත් ආයතන සංඛ්‍යාව 7 ට අඩුවිය හැකි නමුදු මෙම අවස්ථාවේ දී ඉහත 7.6.2.6. ඡේදය පරිදි නියමිත විධිවිධාන අනුගමනය නොකර ආයතන 4 කින් පමණක් යෝජනා කැඳවා තිබුණි. මේ නිසා උපදේශන සමාගම තෝරා ගැනීම තරහකාරී ලෙස සිදු කර නොතිබුණි.

8.9.1.8. ඉහත 7.6.2.8. ඡේදය අනුව සමාගම ඊ තැපෑල මගින් වර්ගීකරණය නොකළ යෝජනා ලබාගෙන තිබුණි. යෝජනාවල රහස්‍යභාවය ආරක්ෂා වන පරිදි හදුන්වාදී නොතිබුණි.

8.9.1.9. ඉහත 7.6.2.9. ඡේදය අනුව සමාගම විසින් එවැනි සැලැස්මක් පිළියෙල කර නොතිබුණි.

8.9.1.10. ඉහත 7.6.2.10. ඡේදය පරිදි සමාගම විසින් යෝජනා කැඳවීමේදී වලංගු කාල සීමාව පිළිබඳව කිසිදු සඳහනක් කර නොතිබුණි.

8.9.1.11. ඉහත 7.6.2.11. ඡේදය පරිදි සමාගම අනුව කටයුතු කර නොතිබුණි.

8.9.1.12. 7.6.2.12. ඡේදය පරිදි සමාගම උපදේශන සේවා සමාගම් වලින් යෝජනා ලබා ගැනීමේදී මුල් පිටපත හා තවත් පිටපතක් සහිතව මුද්‍රා තබන ලද කවර 02 ක් මගින් යෝජනා ලබා ගෙන නොතිබුණි.

8.9.1.13. 7.6.2.13 ඡේදය අනුව සමාගම විසින් කටයුතු කිරීමකින් තොරව යෝජනා කැඳවීම දින දෙකකදී කර තිබූ අතර යෝජනා භාරගන්නා අවසන් දිනයක් පිළිබඳව සඳහන් කර නොතිබුණි. අපේක්ෂිත සමාගම් විසින් එකම යෝජනාව සංශෝධනය කරමින් කිහිපවරක් ඉදිරිපත් කර තිබුණි. තෝරාගන්නා ලද සීබරි සමාගම ප්‍රථම වරට 2011 සැප්තැම්බර් 14 දිනද තුන්වනවරට 2012 ජනවාරි 09 දිනද වශයෙන් එකිනෙකට වෙනස් යෝජනා 3 ක් ඉදිරිපත් කර තිබුණි. මේ නිසා යෝජනාවල රහස්‍යභාවය ආරක්ෂා වී නොතිබුනු බව නිරීක්ෂණය විය.

තවද සමාගම යෝජනා විවෘත කිරීමේ කමිටුවක් පත් කර නොතිබූ අතර යෝජනා විවෘත කිරීමේ සිට ඇගයීම දක්වා වූ ක්‍රියාවලිය සමාගමේ අධ්‍යක්ෂ මණ්ඩලය විසින් පත්කළ

කමිටුව විසින්ම සිදු කර තිබීම නිසා ප්‍රසම්පාදන කටයුතු විනිවිදභාවයෙන් තොරව සිදුකර තිබූ බව නිරීක්ෂණය විය.

තවද එම ඡේදය අනුව මූල්‍ය යෝජනා විවෘත කරන අවස්ථාවේදී එම යෝජනා ඉදිරිපත් කරන ලද උපදේශන සේවා සමාගම්වල නියෝජිතයන් සහභාගී කරගත යුතු වුවත් මෙම උපදේශන සේවා ලබා ගැනීමේදී එසේ කටයුතු කර නොතිබුණි.

8.9.1.14. 7.6.2.14. ඡේදය අනුව සමාගම 2012 ජනවාරි 11 දිනැති අංක FIN/2012/01/04 දරණ (ඇමුණුම 12) අධ්‍යක්ෂ මණ්ඩල පත්‍රිකාවෙහි උපදේශන සමාගම තෝරා ගැනීම පිළිබඳව කරන ලද වාර්තා කිරීම හැරෙන්නට පූර්ව නිශ්චිත නිර්ණායක පදනම් කරගෙන ඇගයීමක් සිදුකර නොතිබුණි.

8.9.1.15. 7.6.2.15. ඡේදය අනුව සමාගමට තෝරාගත් උපදේශන සමාගම සමඟ ගිවිසුමට එළඹීම සඳහා මාස 07 කට වැඩි කාලයක් ගතවී තිබුණි. තවද සීබරි (Seabury) ආයතනය උපදේශන සේවාවට අදාල කාර්යයන් සත්‍ය වශයෙන්ම ආරම්භ කරන ලද දිනය හෙළිදරව් නොවුනි.

8.9.1.16. 7.6.2.16 ඡේදය අනුව සමාගම තෝරාගත් උපදේශන සේවා ආයතනය වෙත විධිමත් පිළිගැනීමේ ලිපියක් නිකුත් කර නොතිබුණි.

8.10. **සීබරි (Seabury) ආයතනයෙන් උපදේශන සේවා ලබා ගැනීම**

ඉහත 7.6.3 හි සඳහන් ඡේදයේ පරිදි පහත නිරීක්ෂණයන් කෙරේ.

8.10.1. සීබරි උපදේශන සමාගම මගින් ගුවන්යානා ඇණිය ප්‍රතිස්ථාපනය සම්බන්ධයෙන් වූ වාර්තා 20 ක් පමණ ඊ තැපෑල මගින් ඉදිරිපත් කර (Presentation) තිබුණි. අත්සන් කරන ලද වාර්තාවක් ඉදිරිපත් කර තිබුණේ මේ සම්බන්ධයෙන් පොදු ව්‍යාපාර කාරක සභාව විසින් 2017 සැප්තැම්බර් 06 දින විමසීමෙන් පසුව 2017 සැප්තැම්බර් 18 දිනදීය. ගිවිසුම්වලට එළඹීමට පෙර විදෘයුත් ඉදිරිපත් කිරීම මගින් වරින් වර ලබාදුන් නිර්දේශ වල වලංගුතාවය පිළිබඳ ගැටළු සහගත විය.

සමාගමේ පිළිතුර අනුව ඊ තැපෑල බාහිර පාර්ශව සමඟ සන්නිවේදන මාධ්‍යයක් වුවද මෙම ඉදිරිපත් කිරීම්වල අන්තර්ගත වූ කරුණු ඒ පිළිබඳ සිදුකරන ලද සාකච්ඡා අදාල වෙනස් කිරීම් ආදිය වාර්තාගත නොවීම නිසා උපදේශන සේවාව අපේක්ෂිත වෘත්තීය මට්ටමින් සිදුකර තිබුණේදැයි තහවුරු නොවුනි.

8.10.2. සීබරි සමාගම විසින් 2017 සැප්තැම්බර් 06 අත්සන් කර ඉදිරිපත් කරන ලද වාර්තාව තුල ගුවන්යානා ඇණියේ ප්‍රමාණය හා අවශ්‍යතාවය පිළිබඳව සමාගම විසින් තීරණය කර තිබූ බව සහ සමාගම විසින් සකස් කරන ලද උපායමාර්ගික සැලැස්ම පිළිබඳ විශ්ලේෂණයකින් තොරව අදාළ නිර්දේශ සිදු කරන ලද බවට වගන්තියක් ඇතුලත් කර තිබුණි. ඒ අනුව නව ගුවන්යානා මිලදී ගත යුතු බවට වූ සංකල්පය සමාගමේ කලමනාකරණයේ අවශ්‍යතාවයක් වී තිබුණු බව වැඩිදුරටත් නිරීක්ෂණය විය. 2012 ජනවාරි 11 දිනැති අංක FIN/2012/01/04 දරන ගුවන්යානා ප්‍රතිස්ථාපන වැඩසටහන සඳහා උපදේශන සේවා ලබාගැනීම මැයෙන් ඉදිරිපත් කර තිබූ අධ්‍යක්ෂ මණ්ඩල පත්‍රිකාව මගින් මෙම කරුණ තවදුරටත් තහවුරු කර තිබුණි.

8.10.3. 7.6.3.2 ඡේදය පරිදි විද්‍යුත් ඉදිරිපත් කිරීම් සමාගමේ කළමනාකරණය, අධ්‍යක්ෂ මණ්ඩලය හා රජයේ පාර්ශවකරුවන් වෙත සිදුකර ඇති බව නිරීක්ෂණය වේ. එම රජයේ පාර්ශවකරුවන් කවුරුන්ද, ඔවුන් සම්බන්ධ වූ ආකාරය, ඔවුන් විසින් කරන ලද සීමා කිරීම් පිළිබඳ විස්තර ඉදිරිපත් නොවුනි.

තවද මෙම ඉහත පත්කළ කමිටුවට අමතරව උපදේශකවරු සමඟ සම්බන්ධව කටයුතු කිරීමට වෙනත් පුද්ගලයන් සමාගම විසින් පත්කර නොතිබුණි. සීබරි ආයතනයේ ප්‍රකාශය අනුව ගුවන්යානා ඇණියේ ප්‍රමාණය සහ අවශ්‍යතාවය සමාගම විසින් තීරණය කර තිබූ නමුත් උපදේශන සේවාව ලබා ගැනීමේ අරමුණ ගුවන්යානා ප්‍රතිස්ථාපනයට උපදෙස් ලබාගැනීමය.

8.10.4. මෙම ක්‍රියාවලියට අදාලව සීබරි ආයතන ක්‍රියාකාරිත්වය මතු දැක්වෙන කරුණු හේතුවෙන් ප්‍රශ්නකාරී හා මතභේදයට තුඩුදෙන බව නිරීක්ෂණය විය.

i) ඉහත 7.6.3. ඡේදයෙහි සඳහන් පරිදි මෙම ආයතනය තෝරාගැනීම විධිමත් හා විනිවිදභාවයකින් යුතු නොවීම.

ii) මෙම ආයතනය විසින් විධිමත් පරිදි වාර්තා ඉදිරිපත් කර නොතිබීම.

iii) එම සමාගම විසින් ඉදිරිපත් කර ඇතැයි පැවසෙන Power Point Presentation හා විද්‍යුත් තැපෑල මගින් එවන ලද ලිපිවල වලංගුභාවය තහවුරු නොවීම.

iv) සමාගම විසින් 2012 ඔක්තෝබර් සිට 2013 ජනවාරි මාසය දක්වා වරින්වර Power Point Presentation මගින් කරන ලද ඉදිරිපත් කිරීම් මගින් ඉදිරිපත් කරන ලද යෝජනා කමිටුවක් විසින් ඇගයීම් කර සකස් කර අත්සන් කරන ලද වාර්තාවක් විගණනයට ඉදිරිපත් නොවුනි. මේ හේතුවෙන් උපදේශන සමාගම විසින් ඉදිරිපත් කරන ලද යෝජනා සමාගමේ මූල්‍යයමය හැකියාව සමඟ සාධාරණ ලෙස ඇගයීම් කර ගුවන්යානා මිලදී ගැනීම සඳහා තීරණ වලට එළැඹ තිබූ බවට තහවුරු නොවුනි.

තවද, නව ගුවන්යානා මිලදී ගැනීම, නව තත්තවයේ ගුවන්යානා කල්බදු ගැනීම යන විකල්ප පිළිබඳ පිරිවැය ප්‍රතිලාභ විශ්ලේෂණයක් සිදුකර සමාගමේ අරමුදල් හැකියාව පදනම් කරගෙන ගුවන්යානා මිශ්‍රණය තෝරාගෙන නොතිබුණි.
සභාපතිවරයාගේ පිළිතුර අනුව සමාගමේ විවිධ අංග සීඛරි සමාගම සමඟ විශ්ලේෂණවලට සම්බන්ධ වී තිබුණි. නමුත් අරමුදල් අවශ්‍යතා එම සාකච්ඡා වලදී සැලකිල්ලට ගෙන නොතිබූ බව නිරීක්ෂණය වේ.

8.11. ගුවන් යානා ඇණිය ප්‍රතිස්ථාපනය සඳහා අනුමැතිය ලබා ගැනීම

ඉහත 7.7. ඡේදයෙහි සඳහන් කරුණු සම්බන්ධයෙන් පහත නිරීක්ෂණයන් කෙරේ.

8.11.1. ඉහත 7.7.2.5. ඡේදය අනුව ගුවන්යානා මිලදී ගැනීමට තීරණය කිරීමේදී පිරිවැය හා ප්‍රතිලාභ පිළිබඳ විධිමත් අධ්‍යයනකින් හා විශ්ලේෂණයකින් පසුව තීරණය කර නොමැති බව නිරීක්ෂණය විය.

8.11.2. 7.7.2.6. ඡේදය අනුව කලමනාකරණය, අධ්‍යක්ෂ මණ්ඩලය හා තවත් රජයේ පාර්ශවකරුවන් මේ සඳහා ලබා දී ඇති සීමාවන් හා උපදෙස් මොනවාද යන්න හා කවුරුන් විසින් ලබා දී තිබේද යන්න පිළිබඳ කිසිදු සාක්ෂියක් විගණනයට ඉදිරිපත් නොතිබුණි. මේ හේතුවෙන් වඩාත් වාසිදායක විකල්ප තෝරා ගැනීමට තිබූ අවස්ථාව අහිමි වී ගොස් තිබිය හැක.

8.11.3. ඉහත 7.7.2.7 ඡේදය අනුව මෙම විශේෂ තීරණාත්මක රැස්වීම එම ස්ථානයේ පැවැත්වීමට හේතු විගණනයට අනාවරණය නොකෙරුණු අතර එවැනි ස්ථානයක අධ්‍යක්ෂ මණ්ඩල රැස්වීමක් පැවැත්වීමේදී එම තීරණ වල ස්වාධීනත්වයට යම් අහිතකර බලපෑමක් ඇති වූයේ ද යන්න ප්‍රශ්නගත වේ.

8.11.4. 7.7.2.2. ඡේදය අනුව ගුවන්යානා ඇනිය ප්‍රතිස්ථාපනය ක්‍රියාවලියට අදාලව ප්‍රාග්ධනය සැපයීමට අදාළ කරුණු හැර ප්‍රසම්පාදන වැනි කටයුතු සඳහා අමාත්‍ය මණ්ඩල අනුමැතියක් ලබාගෙන නොතිබූ බව නිරීක්ෂණය විය.
තවද 2013 අප්‍රේල් 16 දින භාණ්ඩාගාරයේ පවත්වා ඇති රැස්වීම අනුව පෙනී යන්නේ රජය වෙනුවෙන් රාජ්‍ය සමාගමක අයිතිය හොබවන මහාභාණ්ඩාගාරය විසින් විධිමත් මග පෙන්වීමක් ලබා නොදීම හා නිසි අධීක්ෂණයක් පවත්වා නොතිබීම තුලින් තම වගකීම නිසි ආකාරයෙන් ඉටු කිරීම පැහැර හැර ඇති බවයි.

8.11.5. අංක 13/0407/545/007 දරන අමාත්‍ය මණ්ඩල පත්‍රිකාව අමාත්‍ය මණ්ඩලය වෙත 2013 මාර්තු 27 දින ඉදිරිපත් කර තිබූ අතර එය සාකච්ඡා කිරීම කල් තබා තිබූ නමුත් එයින් පසු මේ පිළිබඳ අමාත්‍ය මණ්ඩලය විසින් සාකච්ඡා කර තිබූ බවට තොරතුරු අනාවරණය නොවීය.

8.12. **එයාර්බස් සමාගම සමඟ මිලදී ගැනීම් ගිවිසුම් වලට එළඹීම**

ඉහත 7.8.1 ඡේදයෙහි සඳහන් කරුණු සම්බන්ධයෙන් පහත නිරීක්ෂණයන් කෙරේ.

8.12.1. 2015 වර්ෂයේදී ලැබිය යුතුව තිබූ A 330-300 වර්ගයේ ගුවන්යානා 06, 2014/2015 වර්ෂවලදී මිලදීගෙන විකුණා නැවත කල්බදු ලබාගැනීමේ ක්‍රමය මත අත්පත් කරගෙන තිබුණි.

8.12.2. 2016/2017 වර්ෂයේදී කල්බදු පදනම මත ලබාගත යුතු වූ A 350-900 ගුවන්යානා 04 ආර්ථික කළමනාකරණය පිළිබඳ අමාත්‍ය අනු කමිටුවේ තීරණයක් අනුව මිලදී ගැනීම අවලංගු කර තිබුණි. මේ හේතුවෙන් ඒ සඳහා රු. මිලියන 16,924 ක වන්දියක් ගෙවීමට සිදු වී තිබුණි. අදාල ගිවිසුම්වලට එළඹීමේදී ගිවිසුම් අවසන් කිරීම පිළිබඳ කොන්දේසි ඇතුලත් කර නොතිබුණි.

8.12.3. 2013 වර්ෂයේ සිට ආරම්භ වන A 330 - 300 වර්ගයේ ගුවන්යානා 06 ක් මිලදී ගැනීම සඳහා පූර්ව ගෙවීම් හා අවසාන ගෙවීම් ඇතුලු ඩොලර් 2,489,438,078 ක් සමාගම විසින් සපයා ගන්නා ආකාරය හා ගෙවීම් කරන දින වකවානු ඇතුලත් අරමුදල් ප්‍රවාහ ප්‍රකාශයක් සමාගම විසින් සකස් කර නොතිබුණි.

8.12.4. 7.8.1.3. ඡේදය අනුව වාර්තාවේ දිනය දක්වා මේ පිළිබඳ එකඟතාවයකට එළඹ නොතිබුණි. තවද, මෙම මිලදී ගැනීම සඳහා එයාර්බස් සමාගම සමඟ එළඹ තිබූ ගිවිසුම්වලද ගිවිසුම් අවසන් කිරීමේ අවස්ථාවක් පිළිබඳ කොන්දේසි ඇතුලත් කර නොතිබුණි.

8.12.5. ඉහත 7.8.2. ඡේදය පරිදි A 350-900 වර්ගයේ ගුවන්යානා 04 ක් කල්බදු ක්‍රමයට ලබාගැනීම සඳහා 2006 ජනවාරි 25 දිනැති ප්‍රසම්පාදන මාර්ගෝපදේශ සංග්‍රහයට සහ ප්‍රසම්පාදන කාර්යය සංග්‍රහයට අනුකූලව කටයුතු කර නොතිබුණි.

8.13. **ගිවිසුම් වලට එළඹීමට බලය ලබා දීම**

7.8.3 ඡේදය පරිදි A 350-900 වර්ගයේ ගුවන්යානා 04 ක් හා A 330-300 වර්ගයේ ගුවන්යානා 06 ක් මිලදී ගැනීමේ ගිවිසුම්, A 330-300 වර්ගයේ ගුවන්යානා 06 ක් විකුණා නැවත කල්බදු ගැනීමේ ගිවිසුම් හා A 350-900 වර්ගයේ ගුවන්යානා 04 ක් මෙහෙයුම් කල්බදු ක්‍රමයට ලබා ගැනීමේ ගිවිසුම්වලට එළඹීමේදී සමාගම වෙනුවෙන් තනි තනිව හෝ හවුල් වී අත්සන් කිරීමේ බලය සාංගමික ව්‍යවස්ථාවලියට අනුකූල නොවන අයුරින් ශ්‍රී ලන්කන් ගුවන් සේවා සමාගමේ නිලධාරීන් 15 දෙනෙකු වෙත ලබා දී තිබුණි.

8.14. **A 330-300 වර්ගයේ ගුවන් යානා විකුණා නැවත කල්බදු ගැනීම හා පෙර ගෙවීම් (PDP) මූල්‍යයනය**

8.14.1. ඉහත 7.8.4.1. ඡේදයේ සඳහන් A 330-300 ගුවන්යානා මිලදී ගෙන විකුණා නැවත කල්බදු ගැනීම සඳහා උපදේශන සේවය ලබා ගැනීම හා මූල්‍යයනය කිරීමට අදාල පහත කරුණු නිරීක්ෂණය විය.

8.14.1.1. මූල්‍යයනය කිරීමේ වැඩ පිළිවෙලක් සමාගම සතුව නොතිබියදී A 330-300 ගුවන්යානා 6 මිලදී ගැනීම සඳහා 2013 ජුනි 19 දින ගිවිසුම්වලට එළඹීමට සමාගමේ කළමනාකරණය කටයුතු කර තිබුණි.

8.14.1.2. 7.8.4.1.4. ඡේදය අනුව එම අවස්ථාවේදීම මූල්‍යයනය කිරීම සඳහා අධ්‍යක්ෂ මණ්ඩල අනුමැතිය ලබා නොදීමට හේතූන් අධ්‍යක්ෂ මණ්ඩල තීරණය මගින් අනාවරණය කර නොතිබුණි.

8.14.1.3. 7.8.4.1.5. ඡේදයට අනුව මූල්‍යයනය කිරීම සඳහා සුදුසු උපදේශනයෙකු තෝරා ගැනීමේදී එයින් සාමාජිකයන් දෙදෙනෙකු පමණක් නිර්දේශ ලබාදීම නිසා කමිටුවෙහි වගකීම ඉටු වී නොතිබුණු බව විගණනයේදී නිරීක්ෂණය විය.

ඒ අනුව ගුවන්යානා මිලදී ගැනීම මූල්‍යයන ක්‍රියාවලිය ඉටු කිරීම සඳහා උපදේශන සමාගම විසින් 2011 වර්ෂයේදී ඉදිරිපත් කර තිබූ වර්ෂ 1 ½කට වඩා පැරණි වූ යෝජනාවට 2013 ජුනි 11 දින එම යෝජනා සඳහා නැවත උපදේශන ආයතනයේ එකඟත්වය ලබා නොගෙන අධ්‍යක්ෂ මණ්ඩල අනුමැතිය ලබා දී තිබුණි.

8.14.1.4. සමාගම ගුවන්යානා ඇණිය ප්‍රතිස්ථාපනය සඳහා උපදේශන සේවාව ලබා ගැනීමට සීබරි උපදේශන සමාගමට එකතුව ඩොලර් 1,116,413 එනම් රු. 144,887,459 ක් (මූල්‍යයනය

සඳහා උපදේශන සේවා ලබා ගැනීම වෙනුවෙන් ගෙවන ලද ඩොලර් 504,068 ක් එනම් රු. 65,565,300 ක් ද ඇතුලත්ව) 2012 සිට 2017 දක්වා කාලය තුල ගෙවා A 330-300 හා A 350-900 ගුවන්යානා ඇණිය ප්‍රතිස්ථාපනය කිරීම සඳහා උපදේශන සේවාව ලබා ගෙන තිබුණි. නමුත් A 350-900 වර්ගයේ ගුවන්යානා ලබා ගැනීම අවශ්‍ය නොවන බැවින් වර්තමානය වන විට සමාගම ගුවන්යානා 04 ක් මිලදී ගැනීම අවලංගු කිරීමට කටයුතු කර ඇති අතර, ඉතිරි ගුවන්යානා 04 මිලදීගැනීම අවලංගු කිරීමටද වර්තමාන කළමනාකරණය කටයුතු කරමින් පවතින බැවින් උපදේශන සේවාව ලබා ගැනීමට දරන ලද වියදම නිෂ්කාර්යය වියදමක් බවට පත්ව ඇති බව නිරීක්ෂණය විය. තවද ගුවන්යානා මිලදී ගැනීම් මූල්‍යයනය කිරීමේ සැලැස්මක් නොමැති නිසා මෙම තත්ත්වය උදා වී තිබූ බවත් නිරීක්ෂණය විය.

8.14.1.5. ඡේද අංක 7.8.4.1. පරිදි A 330-300 වර්ගයේ ගුවන්යානා 06 මිලදී ගෙන විකුණා නැවත කල්බදු ගැනීමේ ක්‍රමය මගින් මූල්‍යයනය කිරීමේ උපදේශන සේවා ලබාගැනීම සඳහා සීබරි උපදේශන සමාගම තෝරා ගැනීමේදී, සමාගම 2007 නොවැම්බර් ජාතික ප්‍රසම්පාදන ආයතනය විසින් නිකුත් කරන ලද උපදේශන මාර්ගෝපදේශ සංග්‍රහයේ හා උපදේශන අත්පොතෙහි නිරීක්ෂණ 1.2.1 සිට 10.2 දක්වා වූ කිසිදු විධිවිධානයක් අනුගමනය කර නොතිබුණි.

8.15. **A 330-300 වර්ගයේ ගුවන් යානා 06 ක් මිලදීගෙන විකුණා නැවත කල්බදු ගැනීම හා ලැබීමට පෙර ගෙවීම් මූල්‍යයනය**

ඉහත 7.8.4.2. ඡේදයෙහි සඳහන් කරුණු සම්බන්ධයෙන් වූ ප්‍රධාන නිරීක්ෂණයන් කෙරේ.

8.15.1. **2006 ජනවාරි 25 දිනැති ප්‍රසම්පාදන මාර්ගෝපදේශ සංග්‍රහයට (ප්‍ර.මා.ස.) සහ ප්‍රසම්පාදන කාර්යය සංග්‍රහයට අනුකූල නොවීම්**

8.15.1.1. ඉහත 7.8.4.3.1. ඡේදය අනුව සමාගම පියවර නොගෙන A 330-300 වර්ගයේ ගුවන්යානා 06 ක් මිලදී ගැනීම සඳහා මිල කැඳවීම් හා අදාළ ඊමේල් පණිවිඩ නිලධාරීන්ගේ ඊමේල් ගිණුම්වලට ගෙන්වා තිබීම හා සමස්ත ක්‍රියාවලියට ශ්‍රී ලන්කන් ගුවන් සමාගමේ නිලධාරීන් කිහිප දෙනෙකු පමණක් සහභාගී කර තිබීම හේතුවෙන් ඇගයීමේ හා තේරීමේ කාර්යය පටිපාටි ප්‍රශ්නගත විය.

8.15.1.2. ඉහත 7.8.4.3.2. ඡේදය පරිදි නිශ්චිතව දැක්වෙන වගකීම් ඉටු නොවන ආකාරයට සමාගම A 330-300 වර්ගයේ ගුවන්යානා 06 ක් විකුණා නැවත කල්බදු ගැනීමේ ක්‍රමයට ලබාගෙන තිබූ බව නිරීක්ෂණය විය.

8.15.1.3. ඉහත 7.8.4.3.3. ඡේදය අනුව සමාගම ප්‍රසම්පාදන කමිටුවල වගකීම් හා කාර්යභාරය ද, තාක්ෂණික ඇගයීම් කමිටුවල වගකීම් සහ කාර්යභාරය ද ඉටුවන ආකාරයට එම කමිටු පත් කර නොතිබුණි.

8.15.1.4. ඉහත 7.8.4.3.4. ඡේදය අනුව අමාත්‍ය මණ්ඩලය විසින් ප්‍රසම්පාදන කමිටුව පත්කිරීමට කටයුතු කර නොතිබුණි. තවද පත්කළ කමිටු සාමාජිකයන්ද ස්වාධීන හා තාක්ෂණික විෂය අත්දැකීම් සහිත නිලධාරීන් බවද සනාථ නොවිය.

8.15.1.5. ඉහත 7.8.4.3.5 ඡේදය අනුව සමාගමේ A 330-300 ගුවන්යානා 06 ක් මිලදීගෙන විකුණා නැවත මෙහෙයුම් කල්බදු ගැනීම සඳහා සුදුසු කල්බදු සමාගමක් තෝරා ගැනීමේ කාර්යයෙහි දිගින් දිගටම නිරතව සිටි නිලධාරීන් දෙදෙනා විධිමත් පරිදි රැස්වීම් පවත්වා ඇති බව ලිපිගොනු පරීක්ෂාවේදී අනාවරණය නොවීය.

8.15.1.6. ඉහත 7.8.4.3.6 ඡේදය අනුව සමාගම A 330-300 ගුවන්යානා විකුණා කල්බදු ක්‍රමයට (Sale and lease back) ලබා ගැනීම සඳහා කල්බදු සමාගම්වලින් යෝජනා ලබා ගැනීමේදී විද්‍යුත් තැපෑල හැර වෙබ් අඩවි වල පල කිරීම වැනි මාධ්‍ය භාවිතා කර නොතිබුණි.

8.15.1.7. ඉහත 7.8.4.3.7 ඡේදයෙහි සඳහන් විධිවිධානයන් ශ්‍රී ලන්කන් ගුවන් සේවා සමාගම විසින් අනුගමනය කිරීමට කටයුතු කර නොතිබුණි.

8.15.1.8. සමාගමේ ඉතා වැදගත් ප්‍රසම්පාදන කටයුත්තක් වූ ගුවන්යානා ප්‍රතිස්ථාපනය කටයුතු සඳහා ඉහත 7.8.4.3.8 ඡේදය අනුව ප්‍රසම්පාදන සැලැස්මක් සකස් කර ඒ අනුව කටයුතු නොතිබුණි.

8.15.1.9. ඉහත 7.8.4.3.9 ඡේදය අනුව සමාගම A 330-300 ගුවන්යානා 06 මිලදීගෙන විකුණා නැවත කල්බදු ගැනීම සඳහා වර්ෂ 03 මාස 03 ක් ගත කර තිබුණද ඒ සඳහා විස්තරාත්මක කාල සටහනක් සකස් කර නොතිබුණි.

8.15.1.10. සමාගම සීබරි උපදේශන සමාගම තෝරාගෙන A 330-300 ගුවන්යානා 06 ක් මිලදී ගැනීම සඳහා Airbus ගුවන්යානා නිෂ්පාදන සමාගම සමඟ ගිවිසුම්වලට එළඹ තිබුණ ද ගුවන්යානා මූල්‍යයනය කිරීම සම්බන්ධයෙන් ඉහත 7.8.4.3.10 ඡේදය අනුව කටයුතු කර නොතිබුණි. 2012 ජනවාරි 23 දින අධ්‍යක්ෂ මණ්ඩලයෙන් ද මූල්‍යයනය හැර ගුවන්යානා ප්‍රතිස්ථාපනය සඳහා අනුමැතිය පමණක් ලබා දී තිබුණි.

තවද ඉහත තත්ත්වය අනුව සමාගම ගුවන්යානා ලබා ගැනීමේ කාර්යය සඳහා පෙර සිටම පිරිවැය ඇස්තමේන්තුවක් සකස් කිරීමේ අවශ්‍යතාවය පිළිබඳ සලකා බලා නොතිබුණි. එමෙන්ම මෙම ගුවන්යානා මිලදී ගැනීමට තීරණය කරන ලද 2012/2013 වර්ෂයේදී රු. මිලියන 26,088 ක ශුද්ධ අලාභයක් ලබමින් සිටින අවස්ථාවක දී මූල්‍යයනය පිළිබඳව තීරණයක් නොගැනීම. හේතුවෙන් බාහිර පාර්ශවයන්ගෙන් ණය පහසුකම් ලබාගැනීමට ගුවන්යානා භාරගැනීමට පෙර ගෙවීම් (PDP) සඳහා වියදම් දැරීමට සිදුවී තිබුණි.

8.15.1.11. ශ්‍රී ලන්කන් ගුවන් සේවා සමාගම අදාළ කාර්යය සීබරි උපදේශන සමාගම මගින් සිදු කරගෙන තිබුණ ද ඉහත 7.8.4.3.11 ඡේදය අනුව සමාගමේ අවශ්‍යතාවයන් නිශ්චිතව හඳුනාගෙන තිබූ බවට අනාවරණය නොවීය.

8.15.1.12. සීබරි උපදේශන සමාගම විසින් යවන ලද යෝජනා සඳහා වූ ඉල්ලීමෙහි (RFP) ඉහත 7.8.4.3.12 ඡේදයෙහි සඳහන් ලියවිලි අන්තර්ගත නොවූ බව නිරීක්ෂණය විය.

8.15.1.13. ඉහත 7.8.4.3.13 ඡේදය අනුව එම ලංසු ඉදිරිපත් කළ පුද්ගලයා පිළිබඳව සඳහන් කර නොතිබුණු අතර ලංසු ඉදිරිපත් කළ පුද්ගලයන් පිලිබඳව නිශ්චිතව තහවුරු කරගත නොහැකි විය. එබැවින් ඉදිරිපත් කරන ලද ලංසු වල රහස්‍යභාවය ආරක්ෂා කර නොතිබුණි.

එසේම ස්වාධීන විද්‍යුත් තැපෑල් ගිණුමක් මගින් කටයුතු නොකිරීම හේතුවෙන් කිසිදු ලංසුකරුවකුගේ රහස්‍යභාවය ආරක්ෂා කිරීමේ හැකියාවක් නොතිබූ බවද නිරීක්ෂණය විය.

8.15.1.14. ඉහත 7.8.4.3.14 ඡේදය අනුව සියලු ලංසුකරුවන් හෝ ඔවුන්ගේ නියෝජිතයන් ඉදිරිපිට එකවර ලංසු සියල්ල විවෘත කිරීමක් සිදුකර නොතිබුණි. එම නිසා 8.15.1.16 අනුව ද විනිවිදභාවයකින් යුතුව මෙම කාර්යය සිදු නොවීම තුලින් වඩා වාසිදායක ලංසු ලබාගැනීමට තිබූ අවස්ථාව අහිමි වී ගොස් ඇති බව නිරීක්ෂණය විය.

8.15.1.15. ඉහත 7.8.4.3.15 ඡේදය අනුව A 330-300 ගුවන්යානා 6 විකුණා නැවත කල්බදු පදනම මත ලබා ගැනීම සඳහා ඊ තැපෑල මගින් ලංසු කැඳවීමේදී 2013 අගෝස්තු 23 දිනට පෙර

එවන ලෙස 2013 ජූලි 20 දින දන්වා තිබූ නමුත් ඉදිරිපත් කරන ලද විස්තර අනුව කිසිදු යෝජනාවක් එදිනට ලැබී නොතිබුණි. යෝජනා ඉදිරිපත් කිරීමේ කාලය දීර්ඝ කිරීමක් කළ බවට සාක්ෂි ද ඉදිරිපත් නොවූ අතර ඉදිරිපත් කර තිබූ ලංසු 12 ක් 2013 අගෝස්තු 29 සිට 2013 සැප්තැම්බර් 30 දක්වා කාලය තුල ඉදිරිපත් කර තිබුණි. තවද සමාගම් 06 ක් විසින් සංශෝධිත ලංසු ද ඉදිරිපත් කර තිබූ අතර එම ලංසු 2013 සැප්තැම්බර් 24 සිට 2013 ඔක්තෝබර් 31 දක්වා කාලය තුල ඉදිරිපත් කර තිබුණි.

7.8.4.2.2 අනුව ප්‍රසම්පාදන මාර්ගෝපදේශ සංග්‍රහයට අනුව සංශෝධිත ලංසු ලබා ගැනීමේ අවස්ථා සලසා නොමැති නිසා ප්‍රසම්පාදන මාර්ගෝපදේශ වලට පටහැනිව කටයුතු කර ඇති බව නිරීක්ෂණය විය.
කල්බදු පදනම යටතේ A 330-300 ගුවන්යානා 5 ක් ලබාගැනීමට තෝරා ගන්නා ලද සමාගම මෙම සංශෝධිත යෝජනා 3 ක් ඉදිරිපත් කරන ලද HKAC (Hong Kong Aviation Capital) සමාගම වූ බැවින් මෙම තෝරා ගැනීමේ විනිවිදභාවයකින් තොරව සිදුකර තිබූ බව නිරීක්ෂණය විය, මෙසේ සමාගම් කිහිපයකට පමණක් සංශෝධිත ලංසු ඉදිරිපත් කිරීම සඳහා අවස්ථාව ලබාදීම සඳහා පිළිගත හැකි පදනමක් ඉදිරිපත් නොවූ අතර අනෙකුත් ලංසුකරුවන්ට එය අසාධාරණයක් බව නිරීක්ෂණය විය.

8.15.1.16. ඉහත 7.8.4.3.16 ඡේදය අනුව මෙම ප්‍රසම්පාදන කටයුතු සම්බන්ධව යෝජනාවල එවැනි වලංගු කාල සීමාවක් දක්වා නොතිබුණි.
යෝජනා සඳහා වූ ඉල්ලීම් (RFP) අනුව යෝජනා ඉදිරිපත් කිරීමෙන් සති 06 කින් නියමතා පත්‍රයකට (Term Sheet) බැඳිය යුතු වුවත් සමාගම ගුවන්යානා 06 සඳහා HKAC කල්බදු සමාගම හා ALC කල්බදු සමාගම සමඟ නියමතා පත්‍රවලට බැඳීමට සති 30 සිට සති 98 දක්වා වූ කාල පරාසයන් ප්‍රමාද වී තිබූ බව නිරීක්ෂණය විය.

ගුවන්යානා අංකය	කල්බදු සමාගමේ නම	කොන්ත්‍රාත් ගිවිසුමට බැඳී තිබූ දිනය	යෝජනාව ඉදිරිපත් කර තිබූ දිනය	ප්‍රමාද වූ සති ගණන
1564	ALC	2014 මාර්තු 31	-	
1583	HKAC	2014 ජූලි 28 / 2014 නොවැම්බර් 25	2013/09/02	සති 30
1604	HKAC	2014 ජූලි 28	-එම-	සති 30
1650	HKAC	2015 අගෝස්තු 14	-එම-	සති 83
1669	HKAC	2015 ඔක්තෝබර් 30	-එම-	සති 94
1689	HKAC	2015 දෙසැම්බර් 08	-එම-	සති 98

8.15.1.17. i) ඉහත 7.8.4.3.17 ඡේදය අනුව ගුවන් සේවා සමාගම විසින් කල්බදු සමාගම් වලින් A 330-300 ගුවන්යානා 06 සඳහා ලද යෝජනාවන් ඇගයීමේදී අවම කල්බදු වාරික

වටිනාකම සහ ගුවන්යානා මිලදීගැනීම සඳහා ලැබීමට පෙර ගෙවීම් (PDP) මූල්‍යයනය කිරීමට ඇති හැකියාව යන සාධකය ද සලකා තිබීම හේතුවෙන් අවම කල්බදු වාරික වටිනාකම සහිත යෝජනාව තෝරාගෙන නොතිබුණු බව නිරීක්ෂණය විය.

ii) ශ්‍රී ලන්කන් ගුවන් සේවා සමාගම වෙත ලැබුණු යෝජනා ඇගයීමට හැකි ආකාරයට පිළියෙළ කරන ලද විස්තර ඇමුණුම 46 හි දැක්වේ. 2013 නොවැම්බර් 20 දිනැති අධ්‍යක්ෂ මණ්ඩල පත්‍රිකාවට අනුව සමාගම් 14 අතරින් PDP හැකියාව ඇති ඇතැම් සමාගම් ඇගයීමෙන් ඉවත් කර Arircastle, GE Capital Aviation Services, HKAC හා Avolon Aerospace Dubai Limited යන සමාගම් 04 න් ලැබුණු යෝජනා පමණක් ඇගයීමකට ලක් කර HKAC සමාගම තෝරාගෙන තිබුණු බැවින් අනෙක් සමාගම් වලින් ලැබුණු යෝජනා පිළිබඳව සමාගම අවධානයක් යොමු කර නොතිබුණු බවට අනාවරණය විය. තවද ඉහත සඳහන් සමාගම් 04 න් දෙකක් PDP හැකියාව නොමැති බව පවසා තිබු බවද නිරීක්ෂණය විය.

iii) ඉහත 7.8.4.2.14 ඡේදය අනුව සමාගමේ යෝජනා සඳහා ඉල්ලීමෙහි ඇගයීමේ නිර්ණායකයන් වූ ලැබීමට පෙර ගෙවීම සියයට 100 ක් මූල්‍යයනය කිරීමට සමාගම් 03 ක් ඉදිරිපත්ව තිබියදීත් එය සියයට 75 ක් මූල්‍යයනය කිරීමට කැමැත්ත ප්‍රකාශකළ HKAC කල්බදු සමාගම තෝරා ගෙන තිබීම විගණනයේදී ගැටළු සහගත කරුණක් බව නිරීක්ෂණය කෙරේ.

8.15.1.19. ඒ අනුව අධ්‍යක්ෂ මණ්ඩලයද මෙම කාර්යයෙහිදී කිසිදු කමිටුවක් පත්කිරීමකින් තොරව නිලධාරීන් දෙදෙනෙකුගෙන් ලැබුණු නිර්දේශයන් පදනම් කරගෙන් ගුවන්යානා 06 විකුණා නැවත කල්බදු ගැනීමට අනුමැතිය ලබා දීමෙන් අධ්‍යක්ෂ මණ්ඩලයේ වගකීම් වලින් බැහැරව කටයුතු කර ඇති බව නිරීක්ෂණය විය.

8.15.1.20. උක්ත 8.15.1.6 හි සඳහන් නිලධාරීන් දෙදෙනා විසින් කල්බදු සමාගම් වලින් යෝජනා ලබාගෙන එම යෝජනා ඇගයීම් කර HKAC කල්බදු සමාගමෙන් ගුවන්යානා 05 ක් හා ALC කල්බදු සමාගමෙන් එක් ගුවන් යානයක් මිලදී ගැනීම සඳහා අධ්‍යක්ෂ මණ්ඩලයට නිර්දේශයන් ඉදිරිපත් කර තිබුණි. එසේ වුවද පූර්ව නිශ්චිත නිර්ණායක පදනම් කරගෙන එවැනි නිර්දේශයක් කිරීමට ප්‍රමාණවත් විද්‍යාත්මක විශ්ලේෂණයක් කර තිබු බවට තොරතුරු විගණනයට අනාවරණය නොකෙරුණි.

8.15.1.21.ඉහත 7.8.4.2.15 ඡේදය අනුව සමාගම HKAC ආයතනය ගුවන්යානා 05 කල්බදු ගැනීම සඳහා තෝරාගෙන තිබුණෙන් යෝජනාව ගුවන්යානා 03 කට ඉදිරිපත් කර එම යෝජනාවම පදනම් කරගෙන HKAC කල්බදු සමාගමෙන් ගුවන්යානා 05 ක් ලබාගැනීම මතභේදයට තුඩු දෙන කරුණකි.

තවද, ගුවන්යානා 03 ක් විකුණා කල්බදු පදනමට ලබා ගැනීම වූ යෝජනාව ගුවන්යානා 05 ක් දක්වා වැඩි කිරීම සඳහා වූ තීරණය කවුරුන් විසින් ගනු ලැබුවේදැයි නිශ්චිත නොවුනි.

8.15.1.22. ඉහත 7.8.4.2.9. ඡේදය අනුව ILFC කල්බදු සමාගම සමඟ එවැනි කොන්දේසියකට යටත්ව A 350-900 වර්ගයේ ගුවන්යානා 03 ක් කල්බදු පදනමට ලබා ගැනීමට එකඟ වීමෙන් එහිදී තරඟකාරිත්වය මගින් කල්බදු සමාගමක් තෝරා ගැනීමේ හැකියාව ශ්‍රී ලන්කන් ගුවන් සේවා සමාගම විසින් අහිමි කරගෙන තිබුණි.

8.15.1.23. ඉහත 7.8.4.2.11 ඡේදයට අනුව ශ්‍රී ලන්කන් ගුවන් සමාගම මෙම කල්බදු සමාගම තෝරා ගැනීමේදී 2006 රජයේ ප්‍රසම්පාදන මාර්ගෝපදේශ සංග්‍රහයේ කිසිදු විධිවිධානයක් අනුගමනය කර නොතිබුණි. Air Leasing Corporation සමාගමේ කල්බදු වාරිකයද ඩොලර් 1,115,839 ක් වූ අතර එම මාසික වාරික මුදලද අනෙක් ගුවන්යානා 05 ලබාගන්නා ලද HKAC කල්බදු සමාගම ඉදිරිපත් කරන ලද කල්බදු වාරික මුදලටද වඩා ඩොලර් 104,955 ක් වැඩි බව නිරීක්ෂණය විය.

8.16. **A 330-300 ගුවන් යානා 06 මිලදීගැනීමෙන් පසු කාර්යසාධනය සම්බන්ධව වූ නිරීක්ෂණය**

ගුවන්යානා 06 හි වාර්ෂික කල්බදු වාරිකය ඇ.ඩොලර් 74,725,068 ක් වන අතර ඉහත 7.8.4.4. ඡේදය අනුව සමාගම මෙම ගුවන්යානා පියාසර කරවීමෙන් අලාභ ලබමින් සිටින බව නිරීක්ෂණය විය.

8.17. **A 330-300 ගුවන් යානා සඳහා VIP කාමර කට්ටලයක් මිලදී ගැනීම සම්බන්ධ නිරීක්ෂණ**

ඉහත 7.9.1, 7.9.2, 7.9.3, 7.9.4 සහ 7.9.5 ඡේදයන්ට අනුව පහත පරිදි නිරීක්ෂණය විය.

8.17.1. VIP කාමර කට්ටල යෝජනාව ඉදිරිපත් වූ ආකාරය

ගුවන්යානා ප්‍රතිස්ථාපන වැඩසටහනට අදාළ 2013 පෙබරවාරි 28 දිනැති අධ්‍යක්ෂ මණ්ඩල පත්‍රිකාවෙහි මෙම VIP කාමර කට්ටලය පිළිබඳව කිසිදු සඳහනක් කර නොතිබුණු අතර

ඊට අදාළ අධ්‍යක්ෂ මණ්ඩල තීරණයෙහි ද ඒ පිළිබඳව කරුණු දක්වා නොතිබුණි. කෙසේ වුවද, ඒ මත පදනම්ව ගුවන්යානා ප්‍රතිස්ථාපන වැඩසටහන සඳහා අමාත්‍ය මණ්ඩල අනුමැතිය ලබා ගැනීම සඳහා සකස් කරන ලද 2013 මාර්තු 27 දිනැති අමාත්‍ය මණ්ඩල සන්දේශයෙහි 2.7 ඡේදය තුල එයාර්බස් සමාගම තෝරා ගැනීමට අදාළ හේතූන් දක්වා තිබූ අතර ඇමරිකානු ඩොලර් මිලියන 15 ක් වටිනා VIP කාමර කට්ටලයක් රාජ්‍ය ප්‍රධානියා විසින් සිදුකරන නිල සංචාරයන්හිදී යොදා ගැනීම සඳහා ලබා දෙන බව දක්වා තිබුණි. නමුත්, මේ සම්බන්ධයෙන් දැරීමට සිදුවන අමතර පිරිවැය හා ඇතුලත් වීමට නියමිත ගිවිසුම් පිළිබඳව කිසිදු තොරතුරක් අදාල අධ්‍යක්ෂ මණ්ඩල තීරණයෙහි ඇතුලත් කර නොතිබුණි.

VIP කාමර කට්ටලය ගැනීමේ අවශ්‍යතාවය අධ්‍යක්ෂ මණ්ඩල තීරණයේ සටහන් නොවී තිබියදී අදාළ අමාත්‍ය මණ්ඩල සංදේශයෙහි එවැනි අවශ්‍යතාවයක් සටහන් කර තිබීමේ පසුබිම විගණනයේදී අනාවරණය නොවිය.

8.17.2. පිරිවැය ප්‍රතිලාභ විශ්ලේෂණයක් සිදු නොකිරීම.

ඉහත 7.9.1 හා 7.9.2 ඡේදයන්හි සඳහන් කරුණු අනුව VIP කාමරය ඇතුලත උපකරණ සහ අනෙකුත් කටයුතු සඳහා ඊට අධික වැයබරක් දැරීමට සිදුවන්නේ ද යන්න පිළිබඳව පිරිවැය ඇස්තමේන්තුවක් ශ්‍රී ලන්කන් ගුවන් සේවා සමාගම විසින් ගිවිසුම් වලට එළඹෙන අවස්ථාවලදී සිදුකර නොතිබුණි.

8.18. **A 330-300 වර්ගයේ එක් ගුවන් යානයක් පාකිස්ථානු ජාත්‍යාන්තර ගුවන් සමාගමට අතුරු බදු දීම සම්බන්ධ නිරීක්ෂණ**

ඉහත 7.10 ඡේදයෙහි සඳහන් කරුණු සම්බන්ධයෙන් පහත නිරීක්ෂණයන් කෙරේ.

8.18.1. ඉහත 7.10.3.2. ඡේදය පරිදි ලංසු මිල ගණන් හා සැසඳීමේදී ශ්‍රී ලන්කන් ගුවන් සේවා සමාගම ඊට වඩා අඩු අගයකට ගුවන් යානය පාකිස්තාන ජාත්‍යන්තර ගුවන් සමාගමට ලබාදීමට එකඟ වී තිබුණු බව නිරීක්ෂණය වුවද අදාල මිල ගණන් වෙනස් කිරීම පිළිබඳ සාකච්ඡා සටහන් හෝ වෙනත් ලිඛිත සාක්ෂි කිසිවක් අනාවරණය නොවිය.

8.18.2. පාකිස්තානු ගුවන් සමාගමෙන් ලැබිය යුතු වූ ඇමරිකානු ඩොලර් 193,140 ක් අයකර ගැනීම සඳහා 2017 ඔක්තෝබර් 21 දින හා 2018 ජනවාරි 18 දින සිහි කැඳවීමේ ලිපි (Letter of Demand) (ඇමුණුම 44) යවා තිබුණද මෙම වාර්තාවේ දිනය වන තුරුත් එම අයවිය යුතු මුදල ලැබී නොතිබුණි.

8.18.3. සමාගමේ ප්‍රධාන විධායක නිලධාරී විසින් 2016 ජුනි 20 වන දින අදාළ ලංසු ලියවිල්ල (තාක්ෂණික හා මූල්‍ය යෝජනාවන්ද සහිතව) පාකිස්තානු ගුවන් සේවා සමාගම වෙත ඉදිරිපත් කිරීමෙන් පසු දිනකදී එනම් 2016 ජුනි 29 වන දින එම යෝජනා ඉදිරිපත් කිරීම සම්බන්ධයෙන් අධ්‍යක්ෂ මණ්ඩලය දැනුවත් කිරීමක් පමණක් සිදුකර තිබූ අතර මේ සම්බන්ධයෙන් අධ්‍යක්ෂ මණ්ඩල අනුමැතියක් ලංසු ලියවිල්ල ඉදිරිපත් කිරීමට පෙර ලබාගෙන නොතිබුණි.

8.18.4. ඉහත ඉදිරිපත් කරන ලද ලංසු ලියවිල්ලෙහි අවම ස්ථාවර පැය 350 ක් සඳහා පැයකට ඇමරිකන් ඩොලර් 8,600 ක් ලෙස මිල ගණන් ඉදිරිපත් කර තිබුණද අවම ස්ථාවර පැය 400 ක් සඳහා පැයකට ඇමරිකන් ඩොලර් 8,500 ක මිල ගණන් ඉදිරිපත් කරන ලද බව සමාගමේ ප්‍රධාන විධායක නිලධාරී විසින් අධ්‍යක්ෂ මණ්ඩලය වෙත දන්වා තිබුණි.

8.18.5. A 330-300 ගුවන්යානය Wet Lease පදනම මත පාකිස්තානු ජාත්‍යන්තර ගුවන් සමාගමට ලබා දීමට අවශ්‍ය කරන අනුමැතිය සිවිල් ගුවන් සේවා අධිකාරියෙන් හා පොදු ව්‍යවසාය සංවර්ධන අමාත්‍යාංශයෙන් ලබා ගත් බව සඳහන් කළ ද එවැනි අනුමැතියක් ලබාගත් බවට විගණනයේදී අනාවරණය නොවිය.

8.18.6. ශ්‍රී ලන්කන් ගුවන් සේවා සමාගම 2011/12 සිට 2014/15 වර්ෂ සඳහා වූ පස් අවුරුදු ව්‍යාපාර සැලැස්ම අනුව පුළුල් බඳ සහිත ගුවන්යානා 14 ක් හා පටු බඳ සහිත ගුවන්යානා 08 ක් ද ඇතුලත්ව මුළු ගුවන් ඇණිය 22 දක්වා වැඩි කිරීම මගින් ගුවන් ගමන් වාර ගණන වැඩිකර ගැනීමට ද, දීර්ඝ ගමනාන්ත වල ගුවන් ගමන් වල යෙදීම යනාදී කරුණු සඳහා ඇණිය සැලසුම් කර තිබුණි. එසේ වුවද ඉහත 7.10.6 සහ 7.10.7 ඡේද අනුව ඉහත දක්වා ඇති සැලසුමෙන් පරිබාහිරව 2014/15 වර්ෂ වල මිලදී ගෙන විකුණා නැවත කල්බදු ගනු ලැබූ ගුවන්යානා වෙනත් ගුවන් සමාගමකට හැකි ප්‍රමාණයක් ලබා දීමට උත්සාහ දැරීම මගින් සමාගම ව්‍යාපාර සැලැස්මෙන් ඉදිරිපත් කරන ලද කරුණු අතර පරස්පරතාවයක් පවතින බවත් ගුවන්යානා මිලදී ගනු ලැබුවද එම ගුවන්යානා ධාවනයේ යෙදවීම පිළිබඳව නිශ්චිත සැලැස්මක් සමාගම සතුව නොතිබුණු බවත් අතිරික්ත ගුවන්යානා ප්‍රමාණයක් සමාගම පවත්වා ගෙන යනු ලබන බවත් නිරීක්ෂණය විය.

8.19. ගුවන් සමාගම විසින් පහත උපදේශන සේවා ලබාදීමේදී හා ගුවන් යානා මිලදී ගැනීමේ හා කල්බදු පදනම මත ලබාගැනීමේදී එළඹ තිබූ කිසිදු ගිවිසුමක් නීතිපතිවරයා වෙත ඉදිරිපත් කර නිශ්කාෂනය ලබාගෙන නොතිබුණි.

i) සමාගම විසින් සකස් කර තිබූ 2010/11-2014/15 සැලැස්ම වලංගුගත කිරීම සඳහා VIA Capital සමාගම සමඟ 2010 දෙසැම්බර් 03 දින එළඹ තිබූ ගිවිසුම

ii) සීබරි උපදේශන සමාගම සමඟ 2012 සැප්තැම්බර් 06 දින එළඹ තිබූ ගුවන් යානා ඇණිය ප්‍රතිස්ථාපනය සඳහා උපදේශන සේවා ලබාගැනීම සඳහා වූ ගිවිසුම්

iii) සීබරි උපදේශන සමාගම සමඟ 2013 ජුනි 26 දින එළඹ තිබූ A330-300 ගුවන් යානා මිලදීගෙන විකුණා නැවත කල්බදු ගැනීම මූල්‍යයනය සඳහා වූ ගිවිසුම

iv) එයාර් බස් සමාගම සමඟ A330-300 ගුවන් යානා 6 ක් මිලදී ගැනීම සඳහා වූ ගිවිසුම්

v) එයාර් බස් සමාගම සමඟ A350-900 ගුවන් යානා 4 ක් මිලදී ගැනීම සඳහා එළඹ තිබූ ගිවිසුම්

vi) HKAC (Hong Kong Aviation Capital) ආයතනය සමඟ A330-300 ගුවන් යානා 5 ක් කල්බදු ක්‍රමයට ලබාගැනීම සඳහා එළඹ තිබූ ගිවිසුම

vii) Air cap සමාගම සමඟ A350-900 ගුවන් යානා 4 ක් කල්බදු ක්‍රමයට ලබාගැනීම සඳහා වූ එළඹ තිබූ ගිවිසුම්

viii) A330-300 ගුවන් යානා සඳහා VIP KIT ලබාගැනීම සඳහා වූ 2013 ජුනි 19 දිනැති ගිවිසුම, 2013 දෙසැම්බර් 02 දරණ සංශෝධනය, 2014 මාර්තු 31 දරණ සංශෝධනය සහ Out Fitting agreement- 2013 දෙසැම්බර් 02 ගිවිසුම්

9. පද්ධති හා පාලන දුර්වලතා

පහත පද්ධති හා පාලන දුර්වලතා හා සම්බන්ධයෙන් විෂේශ අවධානය යොමු විය යුතු බව නිරීක්ෂණය විය.

9.1. සැලසුම්කරණය

- 2010 වර්ෂය සිට විවිධ වූ සැලසුම් සකස් කර තිබුණ ද ඒ සඳහා විධිමත් කමිටුවක් පත් කර නොතිබුණි.
- සමාගම විසින් සකස් කරන ලද සැලසුම් වලංගුගත කර ගැනීම සඳහා උපදේශන සමාගම් තෝරා ගැනීමේදී ප්‍රසම්පාදන මාර්ගෝපදේශ අනුගමනය කර නොතිබුණි.
- සැලසුම් ක්‍රියාත්මක කිරීම සඳහා විධිමත් පාලන ක්‍රම හඳුන්වා දී නොතිබුණු අතර ඒ පිලිබඳ පසු විපරමක් කර නොතිබුණි.

9.2. වත්කම් කළමනාකරණය

- ගුවන්යානා ඇණිය පුළුල් කිරීමේදී විධිමත් පිරිවැය ප්‍රතිලාභ විශ්ලේෂණයක් සිදුකර නොතිබුණි.
- ගුවන්යානා අත්පත් කරගැනීමේ ක්‍රමවේදය තෝරා ගැනීමේදී විධිමත් විශ්ලේෂණයක් කර නොතිබුණි.
- ගුවන්යානා අත්පත් කර ගැනීමේදී රජයේ ප්‍රසම්පාදන මාර්ගෝපදේශ අනුගමනය කර නොතිබුණි.

10. **නිර්දේශ**

10.1. 2010 අංක 14 දරන සිවිල් ගුවන් සේවා පනතේ 4 වැනි වගන්තිය ප්‍රකාර සිවිල් ගුවන් සේවා අමාත්‍යවරයා විසින් ශ්‍රී ලංකාවට අදාලව ජාතික සිවිල් ගුවන් සේවා ප්‍රතිපත්තියක් සකස් කිරීම, කාලීනව සමාලෝචනය කිරීම හා විශ්ලේෂණය කිරීම සඳහා තම නිර්දේශ අමාත්‍ය මණ්ඩලය වෙත ලබාදිය යුතුවීම හා ශ්‍රී ලංකාවේ ආර්ථික හා සමාජීය පරිසරයට ගැලපෙන ආකාරයට ගුවන් ගමන් ධාවන ප්‍රතිපත්තියක් හඳුනා ගත යුතු බව සහ ඒ අනුව ගුවන් යානා ඇණිය තීරණය කළ යුතු බව. (යොමුව 8.1 හි විගණන නිරීක්ෂණ)

10.2. කෙටුම්පත් කරන ලද ප්‍රතිපත්තිය ප්‍රකාරව ගුවන්යානා නඩත්තු හා අලුත්වැඩියා කටයුතු වෙනුවෙන් රාජ්‍ය අනුග්‍රහය ලබාදිය යුතු වීම හා ගුවන්යානා ඉන්ධන අවම මිලකට ලබාගැනීම සඳහා ලංකා ඛනිජ තෙල් සංස්ථාව සමඟ සාකච්ඡා කර ගිවිසුම් වලට එළඹීම හෝ ඉන්ධන පිරිවැය අවමකර ගැනීම සඳහා වෙනත් ක්‍රියාමාර්ගයක් සෙවිය යුතු බව. (යොමුව 8.1 හි විගණන නිරීක්ෂණ)

10.3. කෙටුම්පත් කරන ලද ප්‍රතිපත්තිය ප්‍රකාරව රාජ්‍ය - පෞද්ගලික හවුල් ව්‍යාපාර ඇතිකිරීම මගින් විදේශීය ආයෝජනය සියයට 90 ක් දක්වා ලබාගෙන ගුවන් සේවා මෙහෙයුම් කටයුතු, ගුවන්යානා නඩත්තු හා අලුත්වැඩියා කටයුතු, ආහාර සැපයීම හා ගුවන් සේවා පුහුණු කටයුතු පුළුල් කිරීම හා සංවර්ධනය කළ යුතු බව. (යොමුව 8.1 හි විගණන නිරීක්ෂණ)

10.4. ශ්‍රී ලන්කන් ගුවන් සේවා සමාගමේ ඉදිරි උපායමාර්ගික සැලසුම් සකස් කිරීමේදී යථාර්තවාදී උපකල්පන මත විධිමත් විශ්ලේෂණයකින් පසු කළ යුතු බව හා අධ්‍යක්ෂ මණ්ඩලය විසින් ප්‍රමාණාත්මක අධ්‍යනයකින් පසු ඒවා අනුමත කළ යුතු බව. (යොමුව 8.2.3 හි විගණන නිරීක්ෂණ)

10.5. භාණ්ඩ හා සේවා ප්‍රසම්පාදනයේදී ප්‍රසම්පාදන නියෝජ්‍යායතනය විසින් නිකුත් කර ඇති 2006 ජනවාරි 25 දිනැති ප්‍රසම්පාදන මාර්ගෝපදේශ වලට හා 2006 මාර්තු 01 දිනැති ප්‍රසම්පාදන අත්පොතෙහි විධිවිධාන අනුව හා උපදේශන සේවා ලබාගැනීමේදී 2007 අගෝස්තු මාසයේදී එම ආයතනය විසින් නිකුත් කර ඇති උපදේශන මාර්ගෝපදේශ සංග්‍රහයේ හා උපදේශන අත් පොතෙහි විධිවිධාන වලට අනුකූලව කටයුතු කළ යුතු බව හා එසේ නොමැති නම් ප්‍රසම්පාදන කටයුතු වල විනිවිදභාවය ආරක්ෂා වන පරිදි සකස් කර භාණ්ඩාගාරය විසින් අනුමත කරන ලද ප්‍රසම්පාදන විධිවිධාන අනුව සමාගම කටයුතු කළ යුතු බව. (යොමුව 8.3.4, 8.3.5, 8.3.6 සහ 8.9 හි විගණන නිරීක්ෂණ)

10.6. අමාත්‍ය මණ්ඩල අනුමැතිය අත්‍යවශ්‍ය වැදගත් කරුණු සම්බන්ධයෙන් අමාත්‍ය මණ්ඩලය වෙත යොමුකර අදාල අනුමැතීන් ලබාගත යුතු බව (සමාගම ප්‍රතිව්‍යුහගත කිරීමේ සැලසුම්, විශාල වටිනාකමින් යුත් අමාත්‍ය මණ්ඩලය මගින් පත්කළ ප්‍රසම්පාදන කමිටුවක් මගින් ප්‍රසම්පාදනය කළ යුතු ආකාරයේ ගනුදෙනු). (යොමුව 8.3, 8.9 සහ 8.15 හි විගණන නිරීක්ෂණ)

10.7. සමාගමට අවශ්‍ය ගුවන්යානා ඇණියේ ප්‍රමාණය හා වර්ගය තීරණය කිරීමේදී හා නව ගුවන් ගමන් මාර්ග හඳුන්වාදීම, පවතින ගුවන් මාර්ග නතර කිරීම හා ගුවන් ගමන් වාර ප්‍රමාණය අඩු/වැඩි කිරීම ආදි මෙහෙයුම් තීරණ යථාර්තවාදී හා විධිමත් ආර්ථික හා සමාජීය කරුණු පදනම් කරගත් විශ්ලේෂණයකින් අනතුරුව සිදු කළ යුතු බව. (යොමුව 8.6, 8.7 සහ 8.8 හි විගණන නිරීක්ෂණ)

10.8. සමාගමේ ප්‍රතිව්‍යුහගත කිරීමේ කටයුතු සිදු කිරීමේදී යෝජිත සියළු කාර්යයන් ඉටු කිරීම සඳහා ක්‍රියාකාරී සැලැස්මක් සකස්කර සැලැස්මේ සියළු කාර්යයන් ඉටු කරන බවට කළමනාකාරණය විසින් (අධ්‍යක්ෂ මණ්ඩලය ඇතුළු) කාර්යය සාධන ඇගයීම් හා සුපරීක්ෂණයන් හා පසු විපරම් කටයුතු සිදු කළ යුතු බව. (යොමුව 8.5 හි විගණන නිරීක්ෂණ)

10.9. රාජ්‍ය සමාගම් සම්බන්ධයෙන් මහා භාණ්ඩාගාරය විසින් නිශ්චිත පාලන රාමුවක් හඳුන්වා දිය යුතු බව. (යොමුව 8.1 සිට 8.19 දක්වා වූ විගණන නිරීක්ෂණ)

10.10. සමාගම විසින් එළඹෙන සියළු වැදගත් ජාත්‍යන්තර හා දේශීය ගිවිසුම් සඳහා නීතිපති නිෂ්කාශන ලබාගත යුතු බව. (යොමුව 8.19 හි විගණන නිරීක්ෂණය)

11. **නිගමන**

11.1. ප්‍රසම්පාදන ක්‍රියාවලියේ මූලික අරමුණුවල ඇතුලත්

- ❖ උසස් ගුණාත්මකභාවයක් සහිතව අවම පිරිවැයක් දැරීමේ ප්‍රතිඵලයක් ලෙස උපරිම ආර්ථිකවාසි සලසා ගැනීම, නිසි කලට වේලාවට ගුණාත්මකභාවයෙන් යුත් ප්‍රසම්පාදන කටයුතු කිරීම;
- ❖ නියමිත ප්‍රමිතීන්ට, පිරිවිතරවලට, නීතිරීතිවලට, රෙගුලාසිවලට සහ ජාත්‍යන්තර බැඳීම්වලට අනුකූලව කටයුතු කිරීම;
- ❖ සුදුසුකම්ලත් උනන්දුවක් දක්වන පාර්ශවයන්ට ප්‍රසම්පාදනයට සහභාගිවීම සඳහා සාධාරණ, සමාන හා උපරිම අවස්ථා ලබාදීම;
- ❖ කඩිනමින් භාණ්ඩ හා සේවා සැපයීම;
- ❖ ඇගයීමේ සහ තේරීමේ කාර්යය පටිපාටියේ විනිවිදභාවය සහ නිත්‍යභාවය සහතිකවීම;

යන අවශ්‍යතාවයන් අනුව ශ්‍රී ලන්කන් ගුවන් සේවා සමාගම විසින් ගුවන්යානා ප්‍රතිස්ථාපන ක්‍රියාවලියේදී උපදේශක සේවා ලබා ගැනීම, ගුවන්යානා මිලදී ගැනීමට හා කල්බදු ගැනීමට සමාගම තෝරා ගැනීම යන අවස්ථාවල කටයුතු කර නොමැති බව නිගමනය කරනු ලැබේ.

11.2. අමාත්‍ය මණ්ඩල අනුමැතියකින් තොරව විධිමත් පිරිවැය ප්‍රතිලාභ විශ්ලේෂණයකින් ද තොරව නවීනතම ගුවන්යානා 14 ක් වර්ෂ 08 ක් තුල ගුවන්යානා ඇණියට එකතු කිරීමට සමාගමේ කළමනාකරණය විසින් ගන්නා ලද තීරණය සිය බලය ඉක්මවා ගන්නා ලද තීරණයක් බවත් එකී තීරණය අසාර්ථකවීම සම්බන්ධයෙන් එම නිලධාරීන් වගකීමට බැඳෙන බව නිගමනය කරනු ලැබේ.

11.3. A 350-900 වර්ගයේ නව ගුවන්යානා 4 ක් බදු පදනම මත ලබා ගැනීමේ ගිවිසුම් අවලංගු කිරීමේ ක්‍රියාවලියේදී ගෙවන ලද එකතුව රු. මිලියන 17,058.1 ක් වූ සෘජුව හඳුනාගත හැකි වූ අලාභයක් ද 2020/2021 දී ලැබීමට නියමිත A 350-900 ගුවන්යානා 04 පිළිබඳ ගිවිසුම් අවසන් කිරීමේදී ගෙවීමට සිදුවිය හැකි වන්දි මුදල් ද ඇතුළු සමස්ථ අලාභය සඳහා මෙම සමස්ථ ක්‍රියාවලියට අදාළ කාල සීමාව තුළ කටයුතු කළ කළමනාකරණය වගකීමට බැඳෙන බව නිගමනය කරනු ලැබේ.

11.4. ගුවන්යානා ඇණිය ප්‍රතිස්ථාපනය සඳහා ලබා දී තිබූ ඇ. ඩොලර් මිලියන 375 ක් වූ අරමුදල් වලින් ඇ. ඩොලර් මිලියන 355.5 ක්ම කළමනාකරණය විසින් ජංගම වගකීම් පියවීම සඳහා බනිජ තෙල් නීතිගත සංස්ථාවට ගෙවා තිබීම හේතුවෙන් සැලසුම් කළ පරිදි

ගුවන්යානා ඇණිය ප්‍රතිස්ථාපනය ඇතුළු සංවර්ධන කටයුතු සඳහා වැය කිරීමට අරමුදල් නොමැති වීම සම්බන්ධයෙන් සමාගමේ කළමනාකරණය වගකීමට බැඳෙන බව නිගමනය කරනු ලැබේ.

11.5. මෙම වාර්තාව විගණකාධිපති සතු බලතල, සම්පත් සහ කාලය යන විෂය සීමා තුළ සිදු කරන ලද හෙයින් ඉන් ඔබ්බට ගොස් විගණකාධිපතිට නිගමනය කළ නොහැකි මට්ටමේ නීති විරෝධී හෝ සාපරාධී කටයුතු සිදු වී ඇත්දැයි යන්න මාගේ පරීක්ෂාවට ලක් නොකෙරුණි. එබැවින් එවැනි පරීක්ෂාවක් කළ යුතු යැයි හැඟී යන්නේ නම් ඒ සඳහා විශේෂිත වූ ආයතනයන්හි සහාය ලබාගැනීම සුදුසු බව නිගමනය කරනු ලැබේ.

එච්.එම්. ගාමිණී විජේසිංහ
විගණකාධිපති
11|9|2018

வரையறுக்கப்பட்ட ஸ்ரீ லங்கன் விமானச் சேவை கம்பெனிக்கு விமானங்களின் தொகுதிகளை பெற்றுக்கொள்ளுதல் தொடர்பாக பாராளுமன்றத்தின் பொதுமுயற்சிகள் தொடர்பான செயற்குழுவின்கோரிக்கைபடி கணக்காய்வாளர் அதிபதியால் சமர்ப்பிக்கப்படும் விசேட கணக்காய்வு அறிக்கை

1. **நிறைவேற்று சாராம்சம்**

2008 ஆம் ஆண்டில் எமிரேட்ஸ் கம்பெனியால் ஸ்ரீ லங்கன் விமானச் சேவை கம்பெனியின் முகாமைத்தவத்திலிருந்து விலகிச் செல்லும்போது கம்பெனியின் தொழிற்பாட்டு நட்டம் 4,428 மில்லியன் ரூபாவாகும். அச் சந்தர்ப்பத்தில் கம்பெனியால் A320 வகையை சார்ந்த 05 விமானங்களும், A330-**200** வகையை சார்ந்த **04** விமானங்களும், A340 – **300** வகையை சார்ந்த 05 விமானங்களும் என்ற வகையில் மொத்தமாக 14 விமானங்கள் ஓட்டத்தில் விடப்பட்டிருந்தன.

2009 ஆம் ஆண்டில் இலங்கையில் 30 ஆண்டுகளுக்கு அண்மித்த காலம் நிலவிய யுத்தம் முடிவுக்கு வந்தவுடன் அதிகரிக்கும் உள்நாட்டு மற்றும் வெளிநாட்டு தேவைகளை பூர்த்தி செய்ய முடியுமானவாறு விமானச் சேவையை மீள்தாபிக்கும் தேவை அடையாளம் காணப்பட்டதுடன், கம்பெனியால் 2010/2011 – 2014/2015 05 ஆண்டு காலப்பகுதிக்கு வியாபார திட்டம் தயாரிக்கப்பட்டிருந்தது. அந்த திட்டம் பின்னராக சர்வதேச ஆலோசனை கம்பெனியால் செல்லுபடியாக்கி கொள்ளப்பட்டிருந்ததுடன், அந்த திட்டம் பிரகாரம் கம்பெனியின் பிரதான 05 பிரிவுகளில் அபிவிருத்தி தேவைகள் மற்றும் அதற்கான திட்டங்கள் தயாரிக்கப்பட்டிருந்தன. அப்போது கம்பெனிக்குரியதாக இருந்த 2014 – 2020 காலப்பகுதிக்குள் காலம் முடிவடைந்த காரணத்தால் பயன்பாட்டிலிருந்து அகற்றுவதற்கு உரியதாக இருந்த குறுகிய உருவ அமைப்பினைக் கொண்ட 13 விமானங்களுக்குப் பதிலாக வேறு விமானங்களை பெற்றுக்கொள்ளும் தேவை இதில் ஒரு கடமைப்பொறுப்பாக இருந்தது. அதை விமானங்களை மீள்பெற்றுக்கொள்ளும் நிகழ்ச்சித்திட்டம் (Re-fleeting programme) என்று அழைக்கப்பட்டது.

அதன்போது கம்பெனியின் முகாமைத்துவத்தால் 2013-2021 காலப் பகுதிக்குள் மேற் கூறப்பட்டவாறு 13 விமானங்களுக்குப் பதிலாக புதிய 14 விரிவான உருவ அமைப்பினைக் கொண்டவிமானங்களை ஓட்டத்தில் சேர்த்து கொள்வதற்கு தீர்மானிக்கப்பட்டிருந்தது. இதன்கீழ் ஏறத்தாழ 300 ஆசனங்களைக் கொண்ட **A** 330-300 புதிய 06 விமானங்களும்,ஏறத்தாழ 330 ஆசனங்களைக் கொண்ட 2013 ஆம் ஆண்டில் புதிதாக அறிமுகப்படுத்திய **A** 350- 900 வகையைச் சர்ந்த 04 விமானங்களும் உற்பத்தியாளரிடமிருந்து கொள்வனவு செய்து மீண்டும் விற்று, தொழிற்பாட்டு குத்தகை அடிப்படையில் பெற்றுக்கொள்வதற்கும் தீர்மானிக்கப்பட்டது. அதனடிப்படையில் ஆலோசனை கம்பெனிகளின் உதவியை பெற்றுக்கொண்டு விமானங்களின் வகையினை தெரிவு செய்து உடன்படிக்கைகளை மேற்கொண்டிருந்தபோதிலும், விமானங்களை

கொள்வனவு செய்வதற்காக கிடைக்கப்பெறுவதற்கு முன்னர் கொடுப்பனவு செய்தல்,(**P**re **D**elivery **P**ayments) இறுதி விலையை செலுத்தல்,அந்த விமானங்களை விற்று மீண்டும் தொழிற்பாட்டு குத்தகை அடிப்படையில் பெற்றுக்கொள்வதற்கு குத்தகைகாரர்களை கண்டறிதல்மற்றும் அதிகரிக்கும் குத்தகை கட்டணங்களுக்கான நிதியிடலின் பொருட்டு நிதி திட்டமொன்றை தயாரித்திருக்கவில்லை. இவ்வாறு அதிகளவில் செலவுகளை செய்து கம்பெனிக்கு பெற்றுக்கொள்ளப்படவுள்ள விமானங்களை உரிய விமான ஓட்டப் பாதைகளில் ஈடுபடுத்துவதன்மூலம் கம்பெனியின் இலாபத்தை பெற்றுக்கொள்வதற்கு எத்தகையதொரு பங்களிப்பை வழங்குகின்றது என்பது தொடர்பாக விரிவான செலவு பயன் பகுத்தாய்வை, முகாமைத்துவத்தால் மேற்கொண்டு மேற்படி தீர்மானங்களை மேற்கொண்டதாக உறுதிப்படுத்தப்படவில்லை.

அதனடிப்படையில், விமானங்களை பெற்றுக்கொள்ளுதல் நிகழ்ச்சித்திட்டத்திற்காகஆலோசனை சேவைகளை பெற்றுக்கொள்ளுதல்,விமானங்களை கொள்வனவு செய்தல் மற்றும் குத்தகை அடிப்படையில் பெற்றுக்கொள்ளும்போது பெறுகை நடவடிக்கை முறைகளை பின்பற்றுதல் ஆகிய நடவடிக்கைகள் தொடர்பாக மேற்கொண்ட பரிசோதனைகளின் விபரங்கள், அது தொடர்பாக கணக்காய்வு அவதானிப்புகள், பரிந்துரைகள் மற்றும் முடிவுகள் இந்த அறிக்கையில் உள்ளடக்கப்பட்டுள்ளன.

2. அறிக்கையின் பின்னணி மற்றும் தன்மை

2017 ஆம் ஆண்டு செப்தெம்பர் 20 ஆந் திகதி வரையறுக்கப்பட்ட ஸ்ரீலங்கன் விமானச் சேவை கம்பெனியின் நடவடிக்கைகளை பரிசோதனை செய்வதற்காக நடைபெற்ற பாராளுமன்ற பொது தொழில்முயற்சி தொடர்பான செயற்குழு கூட்டத்தில் வரையறுக்கப்பட்ட ஸ்ரீ லங்கன் விமானச் சேவை கம்பெனிக்கு விமானங்களை பெற்றுக்கொள்ளுதல் மற்றும் அதற்கு ஏற்புடையதான உடன்படிக்கைகளை முடிவுறுத்தல் தொடர்பாக 02 அறிக்கைகள் சமர்ப்பிக்கும்படி கணக்காய்வாளர் அதிபதியிடம் வேண்டுகோள் முன்வைக்கப்பட்டது. (இணைப்பு 01) அதனடிப்படையில் தயாரிக்கப்பட்ட விமானங்களை பெற்றுக்கொள்ளுதல் தொடர்பான விசேட அறிக்கை இவ்வாறு சமர்ப்பிக்கப்படுகின்றது. பொது முயற்சிகள் தொடர்பான செயற்குழுச் சபையின் கோரிக்கை பிரகாரம் சமர்ப்பிக்கப்பட வேண்டிய உடன்படிக்கைகளை இரத்துச் செய்வதற்கு ஏற்புடையதான அறிக்கை பின்னர் சமர்ப்பிக்கப்படும்.

3. **<u>பின்பற்றிய செயன்முறைகள்</u>**

இந்த அறிக்கை தயாரிக்கும்போது பின்வரும் செயன்முறைகள் பின்பற்றப்பட்டன.

3.1. **ஆவணங்களை பரிசீலனை செய்தல்**

பின்வரும் 05 ஆவது பந்தியில் குறிப்பிடப்பட்டுள்ள விடயங்களுக்கு அமைவாக இங்கு பின்வரும் ஆவணங்கள் பரிசோதனைக்கு உட்படுத்தப்பட்டன.

3.1.1. தேசிய விமானச் சேவையின் வரலாறு, வரையறுக்கப்பட்ட ஸ்ரீ லங்கன் விமானச் சேவைகள் கம்பெனி தாபித்தல், எமிரேட்ஸ் விமானச் சேவையிடம் பங்குகளை விற்பனைச் செய்தல், மீண்டும் கையகப்படுத்தல் தொடர்பான தகவல்கள் மற்றும் ஆவணங்கள்.

3.1.2. கம்பெனி விமானச் சேவையாக நடைமுறைப்படுவதற்கு சட்டத்துடனான பின்னணிக்கு ஏற்புடைய சட்டதிட்டங்கள் மற்றும் ஆவணங்கள்

3.1.3. கம்பெனியின் மூலதன கட்டமைவுக்கு ஏற்புடையதான ஆவணங்கள்

3.1.4. கம்பெனியில் தற்கால நிலைமைக்கு ஏற்புயைடதாக பதவியணியின் தகவல்கள், தொழிற்பாட்டு பயன்கள், செயலாற்றுகை அறிக்கை மற்றும் ஆண்டு அறிக்கைகள்

3.1.5. கம்பெனியை மீளமைப்பதற்காக 2010 ஆம் ஆண்டு தொடக்கம் 2013 ஆம் ஆண்டு வரை தயாரிக்கப்பட்ட திட்டங்களும் அது தொடர்பாக பணிப்பாளர் சபையின் பத்திரங்கள் மற்றும் தீர்மானங்கள்

3.1.6. சிவில் விமானச் சேவைகள் அமைச்சின் செலவு தலைப்புக்கு ஏற்புடையதான 2011, 2012, 2013(இணைப்பு 08), 2014 மற்றும் 2015 ஆம் ஆண்டுக்காக வரவு செலவு மதிப்பீடு

3.1.7. 2011 ஆம் ஆண்டு யூலை மாதம் 12 ஆந் திகதி சிவில் விமானச் சேவைகள் அமைச்சரால் 520 அமெரிக்கா மில்லயின் டொலர் தொகையை ஸ்ரீ லங்கன் விமானச் சேவைகள் கம்பெனியின் உரித்து மூலதனமாக 05 ஆண்டுகளுள் முதலீடு செய்வதற்கு பரிந்துரை செய்யப்பட்டு சமர்ப்பிக்கப்பட்டிருந்த அமைச்சரவை விஞ்ஞாபனம் (இணைப்பு 09) மற்றும் அதற்கான அமைச்சரவை தீர்மானம் (இணைப்பு 10)

3.1.8. ஆலோசனை கம்பெனி தெரிவு செய்து கொள்ளுதல், தொழிற்பாட்டு குத்தகை கம்பெனிகளை தெரிவு செய்தல் தொடர்பாக பெறுகை செயற்றிட்டத்திற்கு ஏற்புடையதான ஆவணங்கள், அது தொடர்பான பணிப்பாளர் சபை பத்திரங்கள் மற்றும் தீர்மானங்கள்

3.1.9. ''சீபரி'' ஆலோசனை கம்பெனியிடமிருந்து புதிய விமானங்களை கொள்வனவு செய்தல், A 330-300 விமானங்களுக்கு நிதியிடல் தொடர்பான ஆலோசனை சேவைகளை பெற்றுக்கொள்வதற்கு ஏற்புடையதாக பணிப்பாளர் சபை பத்திரங்கள், மேற்கொண்ட உடன்படிக்கைகள், ஆலோசனை கம்பெனிமூலம் வழங்கியிருந்த இலத்திரனியல் சமர்ப்பித்தல்கள், இறுதி அறிக்கைகள் மற்றும் செலுத்தல்களை மேற்கொண்ட ஆவணங்கள்.

3.1.10. விமானங்களை கொள்வனவு செய்தல்,குத்தகை அடிப்படையில் பெற்றுக்கொள்ளுதல் மற்றும் குத்தகை காலவெல்லைகளை நீடிப்பதற்கு ஏற்புடையதான உடன்படிக்கைகள்

3.1.11. கம்பெனியிடம் விரிந்த உருவ அமைப்பினைக் கொண்ட விமானங்களை பெற்றுக்கொள்வதற்கு ஏற்புடையதாக பணிப்பாளர் சபையின் அனுமதிகள், அமைச்சரவை குறிப்புகள் மற்றும் அமைச்சரவை தீர்மானங்கள்

3.1.12. கம்பெனியின் விமானங்களின் தொகுதி தொடர்பில் பிரதான தொழில்நுட்ப அலுவலர் மற்றும் நிதிப் பிரிவில் பெற்றுக்கொண்ட ஏனைய தகவல்கள்

3.1.13. A 330-300 விமானங்களை பாகிஸ்தான் விமானச் சேவையிடம் வழங்குதல் தொடர்பாக பணிப்பாளர் சபையின் விஞ்ஞாபனங்கள், தீர்மானங்கள், மேற்கொண்ட உடன்படிக்கைகள் மற்றும் பரிமாற்றம் செய்த கடிதங்கள்

3.1.14. A 330-300 விமானங்களுக்குVIP அறை தொகுதிகளை பெற்றுக்கொள்ளுதல் தொடர்பாக பணிப்பாளர் சபை விஞ்ஞாபனங்கள், தீர்மானங்கள் மற்றும் மேற்கொண்ட உடன்படிக்கைகள்

3.1.15. A 350-900 வகையைச் சார்ந்த விமானங்களை குத்தகை அடிப்படையில் பெற்றுக்கொள்ளும் உடன்படிக்கைகளை முடிவுறுத்துவதற்கு ஏற்புடையதாக பணிப்பாளர் சபையின் விஞ்ஞாபனங்கள், தீர்மானங்கள், அமைச்சரவை விஞ்ஞாபனங்கள், தீர்மானங்கள், பொருளாதார முகாமைத்துவ அமைச்சரவை துணைக்குழுவின் தீர்மானங்கள், முடிவுறுத்தும் உடன்படிக்கைகள் மற்றும் நட்டஈடு செலுத்தல் தொடர்பான விபரங்கள்

3.1.16. சர்வதேச விமான வழிகளின் குறியீட்டு இலக்கங்கள், கடந்த 05 ஆண்டு காலப்பகுதிக்குள் வழங்கிய பங்களிப்பு, புதிய முடிவிடங்களை அறிமுகப்படுத்தல் அல்லது நிறுத்துவதற்கு ஏற்புடையதான பணிப்பாளர் சபையின் விஞ்ஞாபனங்கள் மற்றும் தீர்மானங்கள்

3.1.17. இணையதளம்மூலம் விமானங்களின் வகைகள், விமானங்களின் உற்பத்தியாளர்கள், ஆலோசனை கம்பெனிகள், விமானங்களின் குத்தகை கம்பெனிகள் ஆகியன தொடர்பில் பெற்றுக்கொண்ட தகவல்கள்

3.2. **ஏனைய பரிசோதனைகள்**

3.2.1. மேற்படி செயற்பாடுகளுக்கு ஏற்புடையதாக பல்வேறு வகையில் பெற்றுக்கொண்ட தகவல்களை ஆய்வுடன் பகுத்தாய்விற்குஉட்படுத்தல்.

3.2.2. சம்பந்தப்பட்ட தரப்புகளுடன் கலந்துரையாடல்.

4. **<u>விடயவெல்லை</u>**

மேற்படி பந்தி 2 இல் குறிப்பிடப்பட்டுள்ள கோரிக்கை பிரகாரம் வரையறுக்கப்பட்ட ஸ்ரீ லங்கன் விமான சேவைகள் கம்பெனியால் 2011 ஆம் ஆண்டில் தயாரிக்கப்பட்டிருந்த ஐந்தாண்டு வியாபார திட்டத்திற்கு (இணைப்பு 02) அமைவாக கம்பெனியிடம் புதிய விரிந்த உருவ அமைப்பினைக் கொண்ட விமானங்களை பெற்றுக்கொள்வதற்கான தேவையை அடையாளம்காணுதல், ஆலோசனை சேவைகளை பெற்றுக்கொள்ளுதல், பெறுகை நடைமுறைத் திட்டம், நிதியிடல் மற்றும் அமைச்சரவை அனுமதி பெற்றுக்கொள்ளுதல் அடங்கலாக விமானங்களை பெற்றுக்கொள்ளும் செயற்பாட்டினை பரிசோதனை செய்து அறிக்கையிடல் விடயவெல்லையாகும்.

5. **விடயவெல்லையின் எல்லைகள்**

இந்த அறிக்கையில் வெளிப்படுத்தியுள்ள அவதானிப்புகள் மற்றும் பரிந்துரைகள் என்பன முன்வைக்கும்போது எனது விடயவெல்லை பின்வரும் எல்லைகளுக்குள் உட்பட்டிருந்தது என்பதை வலியுறுத்துகின்றேன்.

5.1. 2011 ஆண்டு தொடக்கம் நடவடிக்கைகளை ஆரம்பித்துள்ள இந்த விடயத்துடனான செயற்பாடு மற்றும் அது தொடர்பான விசாரணை நடாத்தும் அலுவல் கணக்காய்வாளர் அதிபதியிடம் பொது முயற்சிகள் தொடர்பானசெயற்குழுவால் ஒப்படைக்கப்பட்ட ஆண்டான 2017 ஆண்டுக்கிடையில் 06 ஆண்டு காகலங்களைக்கொண்ட காலவல்லை இருத்தல்.

5.2. விண்வெளி தொழில்நுட்பம் தொடர்பான அறிவுடன்கூடிய அலுவலர்களை கணக்காய்வாளர் அதிபதி திணைக்களத்திடம் இல்லாமை காரணமாக தொழில்நுட்ப விடயங்கள்தொடர்பாக சர்வதேச விமானச் சேவைகள் ஆலோசனை கம்பெனிமூலம், ஸ்ரீ லங்கன் விமானச் சேவைகள் கம்பெனியிடம் வழங்கப்பட்டிருந்த அறிக்கைகளை அடிப்படையாகக்கொண்டு கணக்காய்வுகளை மேற்கொள்ளுதல்.

5.3. சர்வதேச ரீதியாக சுயாதீன மற்றும் நம்பகமான தகவல்களை பெற்றுக்கொள்ள முடியாமை காரணமாக, ஸ்ரீ லங்கா விமானச் சேவைகள் கம்பெனியால் பெற்றுக்கொண்டிருந்த விமானங்களின் சர்வதேச விலை கணக்குகளின் நியாயத் தன்மை தொடர்பாக மதிப்பீடு செய்யப்படாமை.

5.4. ஸ்ரீ லங்கன் விமானச் சேவைகள் கம்பெனியால் வெளியக கணக்காய்வு 2015 ஆம் ஆண்டு இறுதி வரை கம்பெனியின் பணிப்பாளர் சபையால் நியமனம் செய்யப்பட்ட, தனியார் கம்பெனியால் மேற்கொண்டிருத்தல். அதாவது இலங்கை அரசியலமைப்பில் 19 ஆவது திருத்தம் வரை இந்த கணக்காய்வு பணி கணக்காய்வாளர் அதிபதியிடமிருந்து அப்புறப்படுத்துதல்.

5.5. விமானங்களை கொள்வனவு செய்யும் உடன்படிக்கைகளை இரத்துச் செய்தல் தொடர்பாக இவ்வறிக்கையில் விடயங்கள் உள்ளடக்கப்படாமை.

6. **செயன்முறையினை அறிமுகப்படுத்தல்**

இதன்போது பிரதானமாக பின்வரும் விடயங்கள் பரிசோதனை செய்யப்பட்டது.

6.1. வரையறுக்கப்பட்ட ஸ்ரீ லங்கன் விமானச் சேவைகள் கம்பெனி தொடர்பாக அறிமுகப்படுத்தல்

6.2. கம்பெனி ஏனைய அரச நிறுவனங்களுடன் நீண்டகால உடன்படிக்கைகளை மேற்கொள்ளுதல்

6.3. கம்பெனியின் மூலதன அமைப்பு

6.4. கம்பெனியின் தற்கால நிலைமை

6.5. ஸ்ரீ லங்கன் விமானச் சேவை கம்பெனியின் விமானங்களின் எண்ணிக்கையை பெற்றுக்கொள்வதற்கு திட்டமிடல்

6.6. விரிந்த உருவ அமைப்பினைக் கொண்ட விமானங்களின் தொகுதியை பெற்றுக்கொள்வதற்கு ஆலோசனை சேவைகளை பெற்றுக்கொள்ளுதல்

6.7. விமானங்களின் எண்ணிக்கையினை பெற்றுக்கொள்வதற்கு அனுமதி பெற்றுக்கொள்ளுதல்

6.8. A 330-300 விமானங்கள் 6 ம், A 350-900 விமானங்கள் 8 ம் என்ற வகையில் மொத்தமாக 14 விமானங்களை பெற்றுக்கொள்ளும் செயற்பாடு

6.9. A 330-300 விமானங்களுக்கு VIP அறைகளின் தொகுதியினை பெற்றுக்கொள்ளுதல்

6.10. A 330-300 வகையைச் சேர்ந்த ஒரு விமானத்தை பாகிஸ்தான் சர்வதேச விமானக் கம்பெனியிடம் இடைக்கால குத்தகைக்கு விடுதல் **(Sub Lease)**

7. செயன்முறை

7.1. வரையறுக்கப்பட்ட ஸ்ரீ லங்கன் விமானச் சேவைகள் கம்பெனி தொடர்பான அறிமுகம்

7.1.1. கம்பெனியின் நோக்கம், செயற்பணி மற்றும் நோக்கங்கள்

7.1.1.1. நோக்குகை

2016/17 ஆண்டுக்காக கம்பெனியின் வருடாந்த அறிக்கை பிரகாரம் " ஆசியாவின் விருப்பத்துக்குரிய விமானச் சேவையாதல்" கம்பெனியின் நோக்கமாகும்.

7.1.1.2. செயற்பணி

நம்பகரமான மற்றும் திருப்தியளிக்கின்ற போக்குவத்து வசதிகளை சேவைபெறுநர்களுக்கு வழங்குதல், வியாபார பங்குதாரர்களிடம் நவீன, தொழில்சார் மற்றும் பரஸ்பர ரீதியாக நன்மைபயக்கும் பல்வேறு சேவைகளை வழங்குதல், இலங்கை இலாபகரமானதாக சந்தைப்படுத்தல் மற்றும் இலங்கையில் சமூக நலனோம்பல்மீதுபங்களிப்புச் செய்தல் தொடர்பாக பங்குதாரர்களின் எதிர்பார்ப்புகளை நிறைவேற்றுவதற்கு முதன்மையாகவும் முன்னோடியாகவும் சுறுசுறுப்பாகவும் செயற்படுதல் கம்பெனியின் செயற்பணியாகும்.

7.1.1.3. கம்பெனியின் நோக்கங்கள்

கம்பெனியின் சங்க அமைப்பு விதிகளுக்கு அமைவாக (இணைப்பு 05) இன்படி கம்பெனியின் நோக்கங்கள் பின்வருமாறு சாராம்சப்படுத்தி குறிப்பிட முடியுமென்பதுடன், விபரமான நோக்கங்கள் இணைப்பு 06 ஆக காட்டப்பட்டுள்ளது.

i) பயனிகளின் போக்குவரத்துக்காக சர்வதேச ரீதியாக விதிக்கப்பட்ட மற்றும் விதிக்கப்படாத விமானச் சேவைகளின் தொழிற்பாடுகளை நடாத்தல்

ii) இலங்கையில் பெயரிடப்பட்ட போக்குவரத்துச் சேவையாக பொருட்கள் அல்லது தபால் போக்குவரத்து

iii) பண்டாரநாயக்கா சர்வதேச விமான நிலையத்தின் விமான முடிவிட சேவைகளை வழங்குதல்

iv) விமானங்களில் தீர்வை வரியற்ற பொருட்களின் விற்பனை

v) நாட்டுக்குள்ளும் நாட்டுக்கு வெளியிலும் விமானப் பயணங்களை சந்தைப்படுத்தல்

vi) லீவு, சுற்றுலா விமானப் பயணங்களின் பெக்கேஜ்களை அறிமுகப்படுத்தல்

vii) விமானப் பயண தொழிற்பாட்டு சேவைகளை வழங்குதல்

viii) விமானச் சேவைகளுக்கு ஏற்புடையதான பயிற்சி நிகழ்ச்சித்திட்டங்களை நடாத்தல்.

7.1.2. கம்பெனியின் வரலாறு மற்றும் கம்பெனி தாபிப்பதற்கான சட்டத்துடனான பின்னணி

7.1.2.1. "எயார் சிலோன் லிமிடெட்" தாபித்தல்

1951 ஆம் ஆண்டு 07 ஆம் இலக்க எயார் சிலோன் கூட்டிணைப்புச் சட்டத்தின்மூலம் 1951 ஆம் ஆண்டு மார்ச் 09 ஆந் திகதி "எயார் சிலோன் லிமிடெட்" தாபிக்கப்பட்டதுடன், இலங்கை அரசாங்கத்தால் அடிப்படை மூலதனமாக ரூபா 1,020,000 ஈடுபடுத்தி வியாபார நடவடிக்கைகளை ஆரம்பிக்கப்பட்டிருந்தது. இந்த சட்டத்தில் 31 ஆவது பிரிவு பிரகாரம் இந்தக் கம்பெனி 1938 ஆம் ஆண்டு 51 ஆம் இலக்க கம்பெனிகள் கட்டளைச் சட்டம் அல்லது கம்பெனிகளுக்கு ஏற்புடையதாகும் ஏனைய சட்டதிட்டங்களுக்கு அமையமாட்டதென குறிப்பிடப்பட்டிருந்ததுடன், அதில் 27 ஆவது பிரிவு பிரகாரம் எயார் சிலோனில் இலாபம் மற்றும் நட்டம் என்பவற்றை கொண்டு விடுவிக்கப்பட்டிருந்தது.

7.1.2.2. "எயார் லங்கா கம்பெனி" தாபித்தல்

1978 ஆம் ஆண்டு திசெம்பர் 20 ஆந் திகதி மேற்கொண்ட அமைச்சரவை தீர்மானம் பிரகாரம் அப்போதிருந்த "எயார் சிலோன் " மூடப்பட்டு "எயார் லங்கா லிமிடெட்" என்று பொது கம்பெனியொன்றை 1938 ஆம் ஆண்டு 51 ஆம் இலக்க கம்பெனிகள் கட்டளைச் சட்டம் (145 அதிகாரம்) இன்கீழ் 1979 ஆம் ஆண்டு சனவரி மாதம் 11 ஆந் திகதி ஸ்தாபிக்கப்பட்டிருந்தது. அதன்படி, கம்பெனிகள் பதிவாளர் அவர்களால் வியாபார நடவடிக்கைகளை ஆரம்பிப்பதற்கு வியாபார கம்பெனிக்கு உரிமை உள்ளதென கம்பெனிகள் கட்டளைச் சட்டத்தின்கீழ் வழங்கப்பட்ட சான்றிதழை 1979 ஆம் ஆண்டு மார்ச் மாதம் பெற்றுக்கொண்டிருந்தது.

7.1.2.3. எமிரேட்ஸ் உடன் கூட்டு உடன்படிக்கை மேற்கொள்ளுதல் மற்றும் ஸ்ரீ லங்கன் விமானச் சேவைகள் கம்பெனி (Sri Lankan Airlines Limited) தாபித்தல்

அரச பொதுமுயற்சியாக இருந்த "எயார் லங்கா" விமானக் கம்பெனியின் பங்குகளில் நூற்றுக்கு 40 ஐ 1998 ஆம் ஆண்டு டுபாய் தலைமையகத்தைக் கொண்ட எமிரேட்ஸ் கூட்டு வியாபாரத்திடம் 45 அமெரிக்க டொலர் மில்லியனுக்கு விற்பனைச் செய்யப்பட்டிருந்தது. 1998 ஆம் ஆண்டு மார்ச் மாதம் 30 அந் திகதி எமிரேட்ஸ் மற்றும் ஸ்ரீ லங்கா அரசாங்கத்தால் "பத்தாண்டு தந்திரோபாய கூட்டு வியாபாரத்திற்காக"(The ten-

year strategy joint venture)உடன்படிக்கை கைச்சாத்திடப்பட்டதுடன்,"எயார் லங்கா" என்ற வர்த்தகப் பெயரை"ஸ்ரீ லங்கன் எயார்லயின்ஸ்" என்று பெயர் மாற்றப்பட்டிருந்தது. அதன்படி, 1982 ஆம் ஆண்டு 17 ஆம் இலக்க கம்பெனிகளின் சட்டத்தின்கீழ் 20 ஆவது பிரிவு பிரகாரம் கம்பெனி " ஸ்ரீ லங்கன் எயார்லயின்ஸ் லிமிடெட்" என்று 1999 ஆம் ஆண்டு மே மாதம் 07 அந் திகதி கூட்டிணைக்கப்பட்டிருந்தது. பின்னர் 2007 ஆம் ஆண்டு 07 ஆம் இலக்க புதிய கம்பெனிகள் சட்டத்தின்கீழ் 2007 ஆம் ஆண்டு நவம்பர் மாதம் 09 ஆந் திகதி மீண்டும் பதிவு செய்யப்பட்டிருந்தது. (இணைப்பு 4) மேற்படி. உடன்படிக்கை பிரகாரம் 2008 ஆம் ஆண்டு மார்ச் மாதம் 31 ஆந் திகதி ஸ்ரீ லங்கன் விமானச் சேவையில் முகாமைத்துவ ஒப்பந்தக் காலம் முடிவுற்ற பின்னர் எமிரேட்ஸ் கூட்டு வியாபாரத்தால் அதுவரை உரித்தாக கொண்டிருந்த பங்குகளின் எண்ணிக்கையை கொள்வனவு செய்வதற்காக 2010 ஆம் ஆண்டு மே மாதம் 05 ஆந் திகதிய அமைச்சரவை தீர்மானம் பிரகாரம் இலங்கை அரசாங்கம் இலங்கை வங்கிமூலம் 53 அமெரிக்கன் மில்லியன் டொலர் நிதி வசதி அளித்திருந்தது.

7.1.3. கம்பெனி விமானச் சேவையாக நடைமுறைப்படுவதன் சட்டத்துடனான பின்னணி

7.1.3.1. கம்பெனி விமானச் சேவையாக நடைமுறைப்படும்போது பின்வரும் சட்டதிட்டங்களில் ஏற்பாடுகளுக்கு ஒழுங்கமைவாக தமது வியாபார நடவடிக்கைகளை பேணிச் செல்கின்றது என்பது அவதானிக்கப்பட்டது.

i) 2010 ஆம் ஆண்டு14 ஆம் இலக்க சிவில் விமானச் சேவைகள் சட்டம் (Civil Aviation Act No. 14 of 2010)

ii) 1992 ஆம் ஆண்டு 55 ஆம் இலக்க வானோடல் சட்டத்தில் II பகுதி (Air Navigation Act. 55 of 1992)

iii) 1982 ஆம் ஆண்டு24 ஆம் இலக்கவிமானத்திற்கு எதிராக பிழையான சட்டம். (Offences Against aircaft Act No. 24 of 1982)

iv) 1996 ஆம் ஆண்டு31 ஆம் இலக்கசர்வதேச சிவில் விமானச் சேவைகளை வழங்கும்போது விமான நிலையத்தில் நிகழும் சட்ட விரோதமான செயற்பாடுகள் மற்றும் ஊழல்களை இல்லாதொழிக்கும் சட்டம். (Suppression of Unlawful Acts of Violence at airports serving Int Civil Aviation Act No. 31 of 1996)

7.1.3.2. 2010 ஆம் இலக்க சிவல் விமானச் சேவைகள் சட்டத்தின் ஏற்பாடுகள் (Civil Aviation Act No. 14 of 2010)

இந்தச் சட்டம் 2010 நவம்பர் 03 ஆந் திகதி அங்கீகரிக்கப்பட்டிருந்ததுடன், 2010 நவம்பர் 04 ஆந் திகதி இலங்கை சனநாயக சோசலிசக் குடியரசின் வர்த்தமானி பத்திரிக்கையில் வெளியிடப்பட்டிருந்தது. சட்டத்தில் 1 ஆவது பிரிவில் சிவில் விமானச் சேவைகள் அமைச்சரிடம் கையளிக்கப்பட்டிருந்த அதிகாரங்களின் பிரகாரம், இந்தச் சட்டம் 2011

ஆம் ஆண்டு பெப்ரவரி மாதம் 03 ஆந் திகதி தொடக்கம் அதிவிசேட வர்த்தமானியில் வெளியிடப்பட்டிருந்தது.

இந்தச் சட்டத்தில் பின்வரும் பிரிவுகள் ஸ்ரீ லங்கன் விமானச் சேவை கம்பெனியின் தொழிற்பாட்டு நடவடிக்கைகளுக்கு ஏற்புடையதாகும் என்று அவதானிக்கப்படுகிறது.

I 4 ஆவது பிரிவு - சிவில் விமானச் சேவைகள் அமைசச்ர் அவர்களால் இலங்கைக்கு ஏற்புடையதாக தேசிய சிவில் விமானச் சேவைகள் கொள்கை தயாரித்தல், காலத்திற்கேற்றவாறு மீளாய்வு செய்தல் மற்றும் பகுத்தாய்வு செய்வதற்காக தமது பரிந்துரைகளை அமைச்சரவையிடம் வழங்க வேண்டியுள்ளது.

II 6 ஆவது பிரிவு - சிவில் விமான சேவைகள் அமைச்சர் அவர்களால் 2013 மார்ச் 15 ஆந் திகதிய அதிவிசேட வர்த்தமானி பத்திரம்மூலம் (இணைப்பு 26) ஸ்ரீ லங்கன் விமானச் சேவைகள் கம்பெனி,சட்டத்தின் 6 (3) (இ) பிரிவு பிரகாரம் சேவை வழங்குநராக பெயரிடப்பட்டிருந்தது. அதனடிப்படையில் பண்டாரநாயக்கா சர்வதேச விமான நிலையம், மத்தலை ராஜபக்ஷ சர்வதேச விமான நிலையம், இரத்மலானை விமான நிலையம் மற்றும் அமைச்சர் அவர்களால் அவ்வப்போது வர்த்தமானிமூலம் அறிவிக்கப்படும் விமான நிலையங்களுக்கு பின்வரும் சேவைகள் வழங்க வேண்டியுள்ளது.

- ❖ விமானங்களை துப்பரவு செய்யும் சேவைகள் அடங்கலாக, ஏப்ரன்மீது விமானங்களை வெளியேற்றி அனுப்புவதற்கு தேவையான உதவி அல்லது உபகரணங்களை வழங்குதல்.
- ❖ விமானங்களுக்கு நில வசதிகளை (Ground Handling) அல்லது சேவைகளை வழங்குதல்
- ❖ விமானங்களுக்கு உணவு பானம் வழங்கும் சேவைகளை வழங்குதல்

இதன்போது ஸ்ரீ லங்கன் விமானச் சேவையிடம் சிவில் விமானச் சேவைகள் அமைச்சர் அவர்களால் பின்வரும் கட்டளைகள் இரண்டும் அடங்கலாக 10 நிபந்னைகளையும் கட்டளைகளையும் விதித்திருந்தார்.

- ❖ 2013 ஆம் ஆண்டு மார்ச் 12 ஆந் திகதியின் பின்னர் சேவை வழங்குநரால் வழங்கப்படும் விமானச் சேவைகள் தொடர்பாக மேற்கொள்கின்ற உடன்படிக்கைகள், சேவை வழங்குநரால் குறித்த சேவைவழங்குநரின் பொருட்டு ஏற்படுத்திக்கொண்ட உடன்படிக்கைகளாக கருதப்படும் என்பதை தவிர்ந்த, குறித்த உடன்படிக்கைகள் ஒருபோதும் அரசாங்கத்தின் பொருட்டு அல்லது அரசு குறித்த உடன்படிக்கைகளின்மீது இணைக்கப்படமாட்டாது.

❖ தொழிற்பாட்டு சந்தர்ப்பங்களில் மேற்கொள்ளப்பட வேண்டிய பொறுப்புகள் மற்றும் நட்டஈடு பொருட்டு அரசாங்கத்திற்கு பொறுப்புகளை கையளிக்காத வகையில் காப்புறுதி காப்பீடு சேவைகள் வழங்குநரால் பெற்றுக்கொள்ளுதல் வேண்டும்.

அதன்படி ஸ்ரீ லங்கன் விமானச் சேவையால் 2017 ஆம் ஆண்டு நவம்பர் 15 ஆந் திகதியில் பெற்றுக்கொண்டிருந்த காப்புறுதி காப்பீடுகள் தொடர்பான விபரங்கள் பின்வருமாறாகும்.

❖ விமானச் சேவைகள் அல்லாத காப்புறுதி காப்பீடு

- இடைவழியிலுள்ள பணத்திற்கான காப்புறுதி காப்பீடு
- இடைவழியிலுள்ள பொருட்களுக்கான காப்புறுதி காப்பீடு
- ஊழியர்களிடமிருந்து ஏற்படக்கூடிய மோசடிகள் மற்றும் ஊழல்கள் என்பவற்றுக்கான காப்புறுதி காப்பீடு
- மோட்டார் வாகன காப்புறுதி காப்பீடு
- ஏற்றுமதி மற்றும் இறக்குமதிகளுக்குஏற்படக்கூடிய நட்டங்களுக்கான காப்புறுதி காப்பீடு
- மூன்றாம் தரப்பு காப்புறுதி காப்பீடு
- பயங்கரவாத மற்றும் சிவில் கலவரம் காரணமாக ஏற்படக்கூடிய சேதங்களுக்கான காப்புறுதி காப்பீடு
- ஊழியர் விபத்துகள் தொடர்பான காப்புறுதி காப்பீடு
- விமானிகளுக்கு அனுமதிப்பத்திரங்கள் உரித்தற்றதாவதால் ஏற்படக் கூடிய காப்புறுதி காப்பீடு
- பணிப்பாளர்கள் அல்லது அலுவலர்கள் ஆகியோரால் ஏற்படக்கூடிய முறைக்கேடுகள் காரணமாக நிகழும் சேதங்கள் தொடர்பான காப்புறுதி காப்பீ

❖ விமான சேவைகளுக்கு ஏற்புடையதான காப்புறுதி காப்பீடு

- விமானங்களின் மொத்த இடர் காப்புறுதி காப்பீடு (விமானம், பயணிகள், பைகள், விமானச் சரக்குகள் உள்ளிட்ட மூன்றாம் தரப்பு காப்பீடு)
- விமானங்களின் உருவப் பகுதியின் போர் இழப்பு காப்புறுதி காப்பீடு
- யுத்தம் காரணமாக பொறுப்புகளுக்கான மேலதிக காப்புறுதி காப்பீடு

III 11 ஆவது பிரிவு - ஸ்ரீ லங்கன் விமானச் சேவைகள் மூலம் வழங்கப்படும் விமானச் சேவைகளான விமானங்களை துப்பரவு செய்தல், விமானங்கள் வெளியேறுவதற்கு தேவையான உபகரணங்களையும் உதவிகளையும் வழங்குதல், விமானங்கள் தரை இறங்குவதற்கான வசதிகள் (Ground Handling) மற்றும் விமானங்களில் செல்பவர்களுக்கு உணவு வழங்குதல் ஆகிய சேவைகளின்பொருட்டு இலங்கை

சிவல் விமானச் சேவைகள் அதிகார சபைமூலம் அனுமதிப் பத்திரங்கள் பெற்றுக்கொள்ளுதல் வேண்டும்.

IV 41 ஆவது பிரிவு - 2017 ஒக்டோபர் 30 ஆந் திகதியில் ஸ்ரீ லங்கன் விமானச் சேவையால் தொழிற்பாட்டு குத்தகை அடிப்படையில் பெற்றுக்கொண்டிருந்த விமானங்களின் எண்ணிக்கை 26 ஆவதுடன், அந்த அனைத்து வாகனங்களையும் சிவில் விமான சேவைகள் அதிகாகர சபையின்கீழ் பதிவு செய்யப்பட்டு விமானப் பயணங்களின் பொருட்டு பயன்படுத்தப்பட்டது.

V 51 ஆவது பிரிவு - இலங்கையில் பதிவு செய்யப்பட்ட அனைத்து விமனாங்களின் பொருட்டும் விமானங்களின் பறக்கும் தகுதி சான்றிதழ் (Certificate of Airworthiness) சிவில் விமானச் சேவைகள் அதிகாரசபைமூலம் பெற்றுக்கொள்ள வேண்டியுள்ளது. ஸ்ரீ லங்கன் விமானச் சேவைகளுக்குரிய கணக்காய்வுக்குட்பட்ட திகதியில் இருந்த 26 விமானங்களின் பொருட்டும் வருடாந்தம் புதிப்பிக்க வேண்டிய இச் சான்றிதழ் பெற்றுக்கொள்ளப்பட்டிருந்தது.

VI 73 ஆவது பிரிவு - சிவில் விமானச் சேவைகள் பணிப்பாளர் நாயகம்மூலம் விமான தொழிற்பாட்டு சான்றிதழ் (Air Operator Certificate) பெற்றுக்கொள்ள வேண்டுமென்பதுடன், 2016 திசெம்பர் 29 ஆந் திகதி முதல் 2018 சனவரி 29 ஆந் திகதி வரை வலுவிலிருக்கும் வகையில் கம்பெனியால் அச் சான்றிதழ் பெற்றுக்கொள்ளப்பட்டிருந்தது. முதல் முறையாக இச் சான்றிதழ் 2004 யூலை 01 ஆந் திகதி பெற்றுக்கொள்ளப்பட்டிருந்தது. இந்தச் சான்றிதழ்மூலம் தொழிற்பாட்டு நடவடிக்கைகளின் பொருட்டு விமானங்களை குத்தகை அடிப்படையில் பெற்றுக்கொள்ளுதல்,இடைக்கால குத்தகைக்கு விடுதல், மீண்டும் கையளித்தல், புதிய முடிவிடங்களை உள்ளடக்குதல் மற்றும் அகற்றுதல், விமானங்களின் தொழிற்பாட்டு எல்லைகள் மற்றும் விமானங்களின் தொழிற்பாட்டு வலயங்கள் என்பன உறுதிப்படுத்தப்பட்டிருந்தது.

VII 84 ஆவது பிரிவு - இந்த பிரிவுமூலம் விமானச் சேவைகளின் பொருட்டு விமானச் சேவைகளின் அனுமதிப்பத்திரங்கள் பெற்றுக்கொள்வதனை வலியுறுத்தப்படுகிறது. ஸ்ரீ லங்கன் விமானச் சேவையிடம் 2017 ஏப்பிரல்18 ஆந் திகதி தொடக்கம் 2018 சனவரி 29 ஆந் திகதி வரை வலுவிலிருக்கும் வகையில் விமானச் சேவைகளின் அனுமதிப்பத்திரம் (Airline Certificate) வழங்கப்பட்டிருந்தது. முதல் முறையாக இந்த அனுமதிப் பத்திரம் 1979 சனவரி 30 ஆந் திகதி பெற்றுக்கொள்ளப்பட்டிருந்ததுடன், இந்த அனுமதிப்பத்திரம்மூலம் ஒவ்வொரு உள்நாட்டு மற்றும் சர்வதேச விமான வழிகளில் பயணிப்பதற்குள்ள விமானங்களின் வகை/ நாளொன்றுக்கு, வாரத்திற்கு பயணிக்க வேண்டிய தடவைகள், ஏனைய விமானச் சேவைகளுடன் தொடர்புகொண்டு மேற்கொள்கின்ற விமானப் பிரயாணங்கள் என்பன உறுதிப்படுத்தப்பட்டிருந்தது.

VIII **92 ஆவது பிரிவு** - ஏதேனும் விமானச் சேவையின் பொருட்டு பழுதுபார்த்தல் மற்றும் பேணுதல் நடவடிக்கைகளை மேற்கொள்வதற்கு ஏற்புடையதான அனுமதிப் பத்திரங்களை ஸ்ரீ லங்கன் விமானச் சேவையால் 2017 நவம்பர் 08 ஆந் திகதி தொடக்கம் 2018 ஒக்டோபர் 09 ஆந் திகதி வரையிலான காலப்பகுதிக்கு ஏற்புடையதாக சிவில் விமானச் சேவைகள் அதிகார சபையிடமிருந்து பெற்றுக்கொள்ளப்பட்டிருந்தது. இந்த அனுமதிப் பத்திரம் முதலாவதாக 1993 ஒக்டோபர் 19 ஆந் திகதி பெற்றுக்கொள்ளப்பட்டிருந்தது. இந்த அனுமதிப் பத்திரம்மூலம் A 319/ A 320/ A 321, A 330, A 340, A 320N/A 321N வகையைச் சேர்ந்த விமானங்களில் தொழிற்பாடுகளுக்கிடையில் மேற்கொள்கின்ற பேணுதல் நடவடிக்கைகள்,(Line Maintenance) தொழிற்பாடுகளிலிருந்து நீங்கி மேற்கொள்கின்ற பேணுதல் நடவடிக்கைகளை மேற்கொள்ளுதல் (Base Maintenance) மற்றும் பொயிங் B 737 -700/800, B 777-200/300 விமான வகைகளில் தொழிற்பாடுகளுக்கிடையில் மேற்கொள்கின்ற பேணுதல் நடவடிக்கைகளை மேற்கொள்ளுதல் என்பவற்றுக்கு மட்டும் (Line Maintenance) அனுமதி வழங்கப்பட்டிருந்தது.

7.2. **கம்பெனி ஏனைய அரச நிறுவனங்களுடன் நீண்டகால உடன்படிக்கைகளை மேற்கொள்ளுதல்**

ஸ்ரீ லங்கன் விமானச் சேவைகள் கம்பெனி பின்வரும் அரச நிறுவனங்களுடன் பல்வேறு விடயங்களின் பொருட்டு நீண்டகால உடன்படிக்கைகளை மேற்கொண்டிருந்தது.

7.2.1. **இலங்கை முதலீட்டு சபையுடன் மேற்கொண்ட உடன்படிக்கைகள்**

1978 ஆம் ஆண்டு4 அம் இலக்க இலங்கை முதலீட்டு சபை சட்டத்தில் 17 ஆவது பிரிவு பிரகாரம் 1982, 1989, 1994, 1998, 2000, 2010 மற்றும் 2013 ஆண்டுகளில் ஸ்ரீ லங்கன் விமானச் சேவைகள் கம்பெனி இலங்கை முதலீட்டு சபையுடன் உடன்படிக்கைகளை மேற்கொண்டிருந்தது. அந்த உடன்படிக்கைகள்மூலம் விசேடமாக வரி சலுகை வழங்கப்பட்டிருந்ததுடன், கம்பெனியின் வியாபார நோக்கங்கள் தொடர்பான விடயங்கள் பொறியியல் சேவைகள், விடுமுறை பெக்கேஜ்களின் விற்பனை, பயிற்சி நடவடிக்கைகளிலிருந்து கிடைக்கப்பெறும் வருமானத்தில் நூற்றுக்கு 70 இற்கும் அதிகமான அளவினை வெளிநாட்டு பணத்தைக் கொண்டிருத்தல் வேண்டுமென இணங்கப்பட்டிருந்தது. மேலும் 2013 ஆம் ஆண்டில் கம்பெனியின் களஞ்சியங்களை பிரிதொரு இடத்திற்கு மாற்றுதல் மற்றும் களஞ்சியத்தில் ஒரு பகுதியை மிஹின் லங்கா கம்பெனியிடம் வழங்குதல் தொடர்பான இணக்கப்பாடுகளும் உள்ளடக்கப்பட்டிருந்தது.

7.2.2. **விமான நிலையங்கள் மற்றும் விமானச் சேவைகள் (ஸ்ரீ லங்கா) கம்பெனியுடன் மேற்கொண்ட புரிந்துணர்வு உடன்படிக்கைகள்**

7.2.2.1. **பண்டாரநாயக்கா சர்வதேச விமான நிலையம்**

2011 மார்ச் 29 திகதி இந்த உடன்படிக்கை மேற்கொண்டிருந்ததுடன், அதன்படி பின்வரும் நிபந்தனைகளின் பொருட்டு இணக்கம் தெரிவிக்கப்பட்டது.

I அமைச்சரவை அனுமதிக்கமைவாக 1998 ஏப்பிரல் 01 ஆந் திகதி தொடக்கம் 30 ஆண்டுகள் வரை விமான நிலையங்களில் தெரிவு செய்யப்பட்ட நிலப் பகுதிகளை ஸ்ரீ லங்கன் விமான சேவைகள் கம்பெனியிடம் குத்தகை முறைக்கு வழங்குதல் மற்றும் அதற்காக மாதாந்தம் 2.2 மில்லியன் ரூபாவை 03 ஆண்டுகளுக்கு ஒருமுறை நூற்றுக்கு 10 வீதம் அதிகரிக்கும் வகையில் கொடுப்பனவுகளை மேற்கொள்ளுதல், 2011மார்ச் 29 ஆந் திகதி தொடக்கம் 10 ஆண்டு காலத்தின் பொருட்டு விமான நிலையங்களின் நில தொழிற்பாடுகள்(Ground Handling) வசதிகளை வழங்கும் ஒரே முகவராதல் மற்றும் அந்த காலவெல்லை முடிவடைந்தவுடன் 2028 மார்ச் 31 ஆந் திகதி வரைநாட்களை நீடித்தல் மற்றும் அதன்மீது மூன்றாவது தரப்புகளிடமிருந்து உழைக்கும் வருமானத்தில் நூற்றுக்கு 4.5 ஐ விமான நிலையம் மற்றும் விமானச் சேவைகள் கம்பெனியிடம் செலுத்தல்.

II பயணிகளின் முனையக் கட்டிடத்தில் 95,518 சதுர அடிகளை பயன்படுத்தியமைக்காக மாதாந்தம் 4.8 மில்லியன் ரூபாவை ஒவ்வொரு 03 ஆண்டுக்கு ஒரு முறை நூற்றுக்கு 10 ஆல் அதிகரிக்கும் வகையில் 2028 மார்ச் 31 ஆந் திகதி வரை விமான நிலையம் மற்றும் விமானச் சேவைகள் கம்பெனியிடம் செலுத்தல்.

III பரிசோதனை செய்யும் கருமபீடங்கள், காணமல்போகின்ற பைகளை வைக்குமிடங்கள், டிகெட் அலுவலகங்கள், பயணிகளின் சேவை அலகுகள், களஞ்சியங்களின் வசதி, அலுவலக வசதிகள், வாகனங்களை நிறுத்தி வைப்பதற்கான வகதி மற்றும் அலைக்கம்பங்கள் பொருத்துதல் என்பவற்றுக்கு செலுத்தல்.

IV மின்சாரக் கட்டணத்தை நூற்றுக்கு 8 ஆன சேவைக் கட்டணங்களுடன் சீராக்குதல்

V விமானங்களின் சரக்கு முனையங்களின் பொருட்டு மாதாந்தம் 7.1 மில்லயின் ரூபாவை ஒவ்வொரு 03 ஆண்டுகளுக்கும் ஒரு முறை நூற்றுக்கு 10 வீதம் அதிகரிக்கும் வகையில் நில வாடகையின் பொருட்டு செலுத்தல்

VI விமானப் பொருட்களின் முனையத்தின் பழுதுபார்த்தல்கள் மற்றும் உபகரணங்களை வழங்குதல், விமான நிலையங்கள் மற்றும் விமானச் சேவைகள் கம்பெனியால் மேற்கொள்ளுதல்.

VII பெற்றுக்கொள்ளப்பட்ட காணித் துண்டுகளில் கட்டிடங்களை நிருமாணிப்பதற்கு அல்லது மாற்றங்களை மேற்கொள்வதற்கு ஸ்ரீ லங்கன் விமானச் சேவைகள் கம்பெனிக்கு அனுமதி வழங்குதல்.

VIII விமானச் சேவைகளுக்கு உணவு வழங்கும் அனுமதிப் பெற்ற முகவராக ஸ்ரீ லங்கன் கேட்டரிங் கம்பெனி 2034 ஏப்பிரல் 19 அந் திகதி வரை நியமனம் செய்தல், 2011 மார்ச் 29 ஆந் திகதி தொடக்கம் 10 ஆண்டுகள் வரை உணவு வழங்கும் உரிமையை ஒப்படைத்தல்,ஸ்ரீ லங்கன் விமானச் சேவையிடம் உணவு வழங்குவதால் கிடைக்கப்பெறும் வருமானத்தின் மீது நூற்றுக்கு 4 மற்றும் ஏனைய விமானச் சேவைகளின் வருமானத்தில் நூற்றுக்கு 5 ஆக கட்டணம் செலுத்துவதற்கு இணங்குதல்.

IX 2010 செப்தெம்பர் 27 திகதிய உடன்படிக்கை பிரகாரம் ‘‘எயார்போர்ட் ட்ரான்சிட்’’ ஹோட்டலை பேணிச்செல்லுதல்.

X ஸ்ரீ லங்கன் விமானச் சேவை கம்பெனியின் மூலதனத்திலிருந்து நூற்றுக்கு 51 இற்கும் பார்க்க அதிக அளவு அரசுக்கு உரியதாகும் வரை வங்கி பினை தேவைப்படாமை.

7.2.2.2. **மத்தலை ராஜபக்ஷ சர்வதேச விமான நிலையம்**

2013 மார்ச் 08 ஆந் திகதி இந்த உடன்படிக்கை மேற்கொண்டிருந்ததுடன், அதன்படி பின்வரும் நிபந்தனைகளின் பொருட்டு இணக்கம் தொரிவிக்கப்பட்டது.

I மத்தளை விமான நிலையத்தில் நில தொழிற்பாட்டு வசதிகள் (Ground Handling) அதன் ஆரம்பம் தொடக்கம் 10 ஆண்டுகள் ஸ்ரீ லங்கன் விமானச் சேவைகள் கம்பெனியிடம் ஒப்படைத்தல் மற்றும் அதன்மீது கட்டணங்களை ஆரம்பம் தொடக்கம் 03 மாதங்களுக்குள் தீர்மானித்தல்

II பயணிகளின் முனையத்தில் 10 ஆண்டுகளுக்கு இட வசதியளித்தல் மற்றும் அதற்கு வாடகை செலுத்தல் ஆரம்பம் தொடக்கம 03 மாதங்களுக்குள் தீர்மானித்தல்

III ஆரம்பம் தொடக்கம் 10 ஆண்டுகள் வரை விமானச் சரக்குகளின் பொருட்டு முனையத்தில் வசதிகளை வழங்குதல்

IV குளிர்சாதன வசதிகள், ஆழ் உறை குளிர் சாதன வசதிகள், 02 எக்ஸ் - ரே இயந்திரங்கள் மற்றும் அடுக்குப் பெட்டிகளின் வசதிகள் என்பவற்றுக்கு மேற்கொண்ட கட்டணங்கள் 05 ஆண்டுகளுள் ஸ்ரீ லங்கன் விமானச் சேவைகள் கமக்பெனியிடமிருந்து அறவிடுதல்.

V ஸ்ரீ லங்கன் கேட்டரிங் கம்பெனிமூலம் விமானச் சேவைகளுக்கிடையில் உணவு வழங்குவதற்காக 10 ஆண்டுக் காலம் வழங்குதல் மற்றும் அதன்மீது அறவிடப்பட வேண்டிய கட்டணங்களை விமான நிலையத்தை ஆரம்பித்து 03 மாதங்களுக்குள் தீர்மானித்தல்.

VI ஸ்ரீ லங்கன் விமானச் சேவைகள் கம்பெனியிடமிருந்து நூற்றுக்கு 51 இற்கு அதிகமான அளவினை அரசாங்கத்திற்கு உரியதாகும் வரை வங்கிகளுக்கு பிணை அவசியப்படாமை

7.3. **கம்பெனியின் மூலதன அமைப்பு**

கம்பெனியின் 1979 சனவரி 11 ஆந் திகதி தொடக்கம் இது வரை பங்கு உரிமையில் மாற்றங்கள் ஏற்பட்ட முறை இணைப்பு 27 இல் குறிப்பிடப்பட்டுள்ளது. 2018 சனவரி 25 ஆந் திகதியில் இருந்து பங்கு உரித்து பின்வருமாறாகும்.

பங்கு உரித்து	பங்குகளின் சதவீதம் (%)	பங்குகளின் எண்ணிக்கை	பங்குகளின் மூலதனம்
இலங்கை அரசு	99.11	511,574,169	ரூபா. 1,305,000,540
பணிற்றொகுதி	0.53	2,736,509	(இலவசமாக)
ஊழியர் நம்பிக்கை பொறுப்பு நிதியம்	0.36	1,863,676	(USD 4,399,472)
மக்கள் வங்கி	-	01	-
மொத்தம்	100.00	516,174,355	

7.4. **கம்பெனியின் தற்கால நிலைமை**

7.4.1. **பணிற்றொகுதி**

7.4.1.1. 2017 ஆகஸ்ட் 31 ஆந் திகதியில் கம்பெனியின் பணிற்றொகுதி தொடர்பான தகவல்கள் பின்வருமாறாகும்.

சேவை நிலைமை	அங்கீகரிக்கப்பட்ட பணிற்றகொகுதி	தற்போதுள்ள பணிற்றொகுதி	வெற்றிடங்கள்/ மேலதிக பணிற்றொகுதி
நிறைவேற்று	1,341	1,307	34
மேற்பார்வை அலுவலர்/ தொழில்நுட்ப அலுவலர்/ விற்பனை அலுவலர்	1,277	1,252	25
எழுதுநர் தரம்	1,931	1,976	(45)
பயிற்றுவிப்பு மற்றும் பகுதிநேர பயிற்றுவிப்பு	1,737	1,633	104
அலுவலக பணியாளர்கள் மற்றும் பயிற்சி பெறாத	911	818	93
பயிலுநர்	30	39	(9)
மொத்தம்	7,227	7,025	202

7.4.1.2. கடந்த 07 ஆண்டு காலப்பகுதிக்குள் பணிற்றொகுதியின் நிலைமை பின்வருமாறு சாராம்சப்படுத்தலாம்.

நிதி ஆண்டு முடிவடைந்த திகதி	அங்கீகரிக்கப்பட்ட பணிற்றொகுதி	தற்போதுள்ள பணிற்றொகுதி	வெற்றிடங்கள்/ மேலதிக பணிற்றொகுதி
2011.03.31	5,293	4,998	295
2012.03.31	6,311	5,594	717
2013.03.31	6,728	6,358	370
2014.03.31	6,744	6,578	166
2015.03.31	7,227	6,989	238
2016.03.31	7,227	6,959	268
2017.03.31	7,227	7,021	206

7.4.2. **ஸ்ரீ லங்கன் விமானச் சேவைகள் கம்பெனியின் தொழிற்பாட்டு பயன்கள்**

(ரூபா.மில்லியன்)

	2016/17	2015/16	2014/15	2013/14	2012/13	2011/12
தொழிற்பாட்டு வருமானம்	135,464	129,480	131,922	121,586	119,571	92,868
ஏனைய வருமானம்	3,625	3,688	2,638	2,643	4,179	671
மொத்த வருமானம்	**139,089**	**133,168**	**131,560**	**124,229**	**123,750**	**93,539**
செலவுகள் (சம்பளம் தவிர்ந்த)	(127,936)	(120,563)	(130,927)	(136,486)	(133,558)	(101,085)
சம்பளம்	(18,797)	(16,748)	(15,057)	(13,904)	(13,142)	(10,691)
நிதிசார் செலவு	(6,923)	(5,917)	(5,009)	(6,197)	(3,138)	(1,538)
விமானங்களின் குத்தகை உடன்படிக்கையை இரத்துச் செய்வதற்கு செலுத்திய நட்டஈடு	(14,363)	(2,562)	-	-	-	-
வருமான வரி செலுத்தல்	-	-	(62)	(50)	-	(03)
மொத்த செலவு	**(168,019)**	**(145,790)**	**(151,055)**	**(156,637)**	**(149,838)**	**(113,317)**
தேறிய இலாபம்/(நட்டம்)	(28,930)	(12,622)	(16,495)	(32,408)	(26,088)	(19,778)
மொத்த வருமானத்திற்கு தேறிய நட்டத்தின் விகிதாசாரம்(%)	21	09	13	26	21	21

7.4.3. **ஸ்ரீ லங்கன் விமானக் கம்பெனியின் தேறிய சொத்துக்களின் நிலைமை மற்றும் முக்கியமான விகிதாசாரங்கள்**

	2016/17	2015/16	2014/15	2013/14	2012/13	2011/12
நடைமுறை சொத்துக்கள் (ரூபா.மில்)	26,973	26,901	49,721	37,154	54,905	22,073
நடைமுறை பொறுப்புகள் (ரூபா.மில்)	(126,303)	(100,334)	(103,414)	(88,609)	(71,347)	(64,235)
செயற்பாட்டு மூலதனம் (ரூபா.மில்)	(99,329)	(73,433)	(53,693)	(51,455)	(16,441)	(42,163)
தேறிய சொத்துக்கள் (ரூபா.மில்)	(115,767)	(87,781)	(74,106)	(57,221)	(45,973)	(32,187)
நடைமுறை விகிதாசாரம்	1:4	1:3.7	1:2.1	1:2.4	1:1.3	1:2.9
உரித்துகளின் விகிதாசாரம் (தடைவைகள்)	(2.24)	(1.74)	(1.02)	(0.92)	(0.59)	(0.54)

7.4.4. **ஸ்ரீ லங்கன் விமானக் கம்பெனியின் வருடாந்த தொழிற்பாட்டு செயலாற்றுகை**

	2016/17	2015/16	2014/15	2013/14	2012/13
<u>விமான போக்குவரத்து நடவடிக்கைகள்</u>					
போக்குவரத்துச் செய்யப்பட்ட பயணிகளின் எண்ணிக்கை (ஆயிரம் கணக்கில்)	4,446	4,328	4,348	4,175	4,255
போக்குவரத்துச் செய்யப்பட்ட பொருட்களின் அளவு (தொன்)	116,221	102,082	101,878	94,410	101,100
<u>பணிற்றொகுதியின்</u>					

<u>உற்பத்திதிறன்</u>					
பணிற்றொகுதியின் உறுப்பினர்களின் எண்ணிக்கை	7,021	6,959	6,989	6,578	6,358
ஒரு விமானத்தில் பேணுகின்ற ஊழியர்களின் எண்ணிக்கை	403	331	333	313	289
<u>விமானங்களின் ஒதுக்கம்</u>					
ஏ320-200	06	06	06	08	08
ஏ321-200	03	02	02	--	--
ஏ320 நியோ	02	--	--	--	--
ஏ330-200	06	06	07	07	07
ஏ330-300	07	07	02	--	--
ஏ340-300			04	06	06
டர்போ ஒடர்	--	--	--	--	01
ஆண்டு இறுதியில் சேவையில் ஈடுபடுத்திய விமானங்களின் எண்ணிக்கை (மொத்தம்)	24	21	21	21	22

7.4.5. **ஸ்ரீ லங்கன் விமானச் சேவையின் சந்தைக்கான இடம்**

7.4.5.1. **உலக சந்தையின் இடம் (World Positon)**

SKYTRAX வருடாந்த உலக விமானச் சேவைகள் விருது விழாவில் ஸ்ரீ லங்கன் விமானச் சேவை உரித்தாக்கி கொண்டிருந்த இடம் 2011 ஆம் ஆண்டு தொடக்கம் 2017 ஆம் ஆண்டு வரை 52 ஆவது இடத்திலிருந்து 81 ஆவது இடம் வரை கீழ் நோக்கிச் சென்றிருந்தது. ஒவ்வொரு ஆண்டுகளிலும் பெற்றுக்கொண்டுள்ள இடங்கள் பின்வருமாறாகும்.

ஸ்ரீ லங்கன் விமானச் சேவை உலக சந்தையில் உரித்தாக்கிகொண்டிருந்த இடங்கள் 2011-2017

ஆண்டு	உரித்தாக்கி கொண்ட இடம்
2011	52
2012	70
2013	68
2014	73
2015	73
2016	68
2017	81

7.4.5.2. **ஆசிய வலய நிலைமை**

2017 ஆம் ஆண்டில்SKYTRAX உலக விமானச் சேவைகள் விருது விழாவில் வலய மட்டத்தில் சிறந்த விமானச் சேவைகள் கம்பெனிகள் 10 ஐ பெயர் குறிப்பிடப்பட்டிருந்ததுடன், ஸ்ரீ லங்கன் விமானச் சேவை மத்திய ஆசியா / இந்தீய வலய (Asia / India) விமானச் சேவைகளுக்கிடையில் 05 ஆவது இடத்தை உரித்தாக்கி கொண்டிருந்தது.

7.5. ஸ்ரீ லங்கன் விமானச் சேவைகள் கம்பெனிக்கு விமானத் தொகுதிகளை பெற்றுக்கொள்வதற்கு திட்டமிடல்

7.5.1. **விமானச் சேவைகள் தொகுதியினை பெற்றுக்கொள்ளும் தேவை தொட்பான பிரேரணைகள்**

கம்பெனிக்கு புதிய விமானங்களை உரித்தாக்கி கொள்ளுதல் தொடர்பான பிரேரணைகளை பல சந்தர்ப்பங்களில் சமர்ப்பிக்கப்பட்டிருந்ததுடன், அது தொடர்பான விபரங்கள் பின்வருமாறாகும்.

I 2011 ஆண்டில் கம்பெனியால் தயாரிக்கப்பட்டிருந்த ஐந்தாண்டு (2010/2011 - 2014/2015) உபாய முறையிலான வியாபாரத் திட்டம்

II Intervistas/Via capital கூட்டு ஆலோசனை சேவைகள் கம்பெனிமூலம் 2011/2012 ஆண்டில் மேற்படி (அ) இல் குறிப்பிடப்பட்டுள்ள திட்டத்தை உறுதிப்படுத்தி சமர்ப்பத்திருந்த 2011-2015 காலத்திற்கான திட்டம் (இணைப்பு 2)

III சிவில் விமானச் சேவைகள் அமைச்சின் 2011, 2012 மற்றும் 2013 (இணைப்பு 8)ஆண்டுகளுக்கு ஏற்புடையதான வரவு செலவு மதிப்பீடுகள்

IV சர்வதேச ஆலோசனை கம்பெனியான சீபரி ஆலோசனை கம்பெனி மேற்படி IIதிட்டத்தில் ஒரு பகுதியை திருத்தம் செய்து 2014 - 2018 ஐந்தாண்டு காலப்பகுதிக்கு ஏற்புடையதாக தயாரிக்கப்பட்டிருந்த திட்டம் (இணைப்பு 07)

மேற்படி ஒவ்வொரு திட்டத்திலும் கம்பெனியின் விமானங்களின் தொகுதி மற்றும் ஏற்புடைய வேறு பிரேரணைகள் தொடர்பாக குறிப்பிடப்பட்டிருந்த விடயங்கள் சாராம்சமாக பின்வருமாறாகும்.

7.5.2. கம்பெனியால் 2010/11 – 2014/15 ஐந்தாண்டு காலப்பகுதிக்காக தயாரிக்கப்பட்ட உபாய முறையிலான வியாபாரத் திட்டம்

7.5.2.1. திட்டம் தயாரிக்கும் பிரதான நோக்கங்கள்

இலங்கையில் நிலவிய பிரச்சினைகளுடன்கூடிய நிலைமை அமைதிக்கு வந்தவுடன் ஏற்பட்ட வளர்ச்சியுடன் கூடிய நிலைமையில் ஆகக்கூடிய பயனனை பெற்றுக்கொள்வதற்காக ஸ்ரீ லங்கன் விமனாச் சேவை மற்றும் அதற்குரிய வியாபார அலகுகள் உபாய முறையில் உயர்ந்த நிலைக்கு கொண்டு வருவதற்க மிகவும் பொருத்தமான மாற்று நடவடிக்கைகளை அடையாளம் காணுதல், மதிப்பிடல், சமர்ப்பித்தல் மற்றும் சுற்றுலாத் தொழில், விமான நிலைய அபிவிருத்தி, ஏற்றுமதி மற்றும் இறக்குமதி கைத்தொழில், வெளிநாட்டு வேலை வாய்ப்பு துறை போன்ற கேந்திரமான துறைகளின் அபிவிருத்திக்கு தேவையான அத்தியாவசிய பங்குதாரர் ஆவதன்மூலம் நாட்டின் முழுமொத்த பொருளாதார அபிவிருத்தியில் பங்குகொள்வதனை நோக்கமாகக்கொண்டு இத்திட்டம் தயாரிக்கப்பட்டிருந்தது.

7.5.2.2. உள்ளடக்கப்பட்டிருந்த பிரதான நோக்கங்கள்

இந்த திட்டத்தில் உள்ளடக்கப்பட்டிருந்த பிரதான சில விடயங்கள் பின்வருமாறாகும்.

I விமானங்களின் தொகுதிகளை மேம்படுத்தல் மற்றும் ஆற்றல் அபிவிருத்தி கருத்திட்டங்களின் பொருட்டு 300 அமெரிக்கன் டொலர் மில்லியன் தொகை மீண்டும் மூலதன உற்பத்தியாக தேவைப்படுதல்.

II ஸ்ரீ லங்கன் விமானச் சேவைகள் கம்பெனி, மிஹின் லங்கா (தனியார்) கம்பெனியுடன் இணைக்கப்பட்டு கூட்டுக் கம்பெனி தாபித்தல் மற்றும் ஸ்ரீ லங்கா கேட்டரிங் கம்பெனிக்கு சமமாக விமான நிலைய சேவைகள், பொறியியலாளர் மற்றும் பேணுதல் பிரிவுகளை வெவ்வேறாக உப கம்பெனிகளாக நியமனம் செய்தல்.

III விமான நிலையங்கள் மற்றும் விமானச் சேவைகள் கம்பெனி, இலங்கை சுற்றுலா மேம்பாட்டு சபையுடன் புரிந்துணர்வு உடன்படிக்கைகளை ஏற்படுத்திக்கொள்ளுதல்

IV விமானச் சேவைகள் கொள்கை மற்றும் புதிய சிவில் விமானச் சேவை சட்டத்தை உருவாக்குதல்

V அரசாங்கத்தால் பல்வேறு குத்தகை சலுகைகளை பெற்றுக்கொள்ளுதல் மற்றும் லங்கா பெற்றோலியக் கூட்டுத்தாபனம்மூலம் விமானங்களின் எரிபொருளை 5 ஆண்டு காலப் பகுதிக்கு இணங்கிய விலை கணக்குகளின்கீழ் பெற்றுக்கொள்ளுதல்.

VI 2009/10 இருந்த விமானத் தொகுதியினை 2014/15 ஆகும்போது இரண்டு மடங்குகளாக்குதல்

VII 2014/15 ஆகும்போது நாளாந்த விமானங்களின் பயன்பாடுகளை அதிகரித்தல், சர்வதேச முடிவிடங்கள் 37 வரை அதிகரித்தல் மற்றும் விமானங்களின் 252 பயணத் தவணைகளை அதிகரிப்பதன்மூலம் கம்பெனியின் இலாபம் மற்றும் கூட்டு முயற்சிகளின் இலாபத்தை அதிகரித்தல்.

7.5.2.3. **மேற்கொண்டிருந்த பகுத்தாய்வுகள் மற்றும் அனுமானங்கள்**

விபரமான திட்டமாகிய இந்த திட்டம்மூலம் வருமுன் இடர்காப்பு பகுத்தாய்வு, கூர்உணர்வு பகுத்தாய்வு மற்றும் நிதி நிலைமை தொடர்பான பகுத்தாய்வு மேற்கொள்ளப்பட்டிருந்ததுடன், விமானங்களின் எண்ணிக்கை,ஆசனங்களின் அளவு, வருமானம், நேரடி தொழிற்பாட்டு செலவு, பொது செயற்பாடுகள் செலவு, வியாபார அலகுகள், இலாப நிலையங்கள், காபன் விற்பனை செய்தல், மூலதன செலவுகள், பங்குகளை செலுத்தல், விமானங்களின் பயன்பாடு மற்றும் விமான வழிகளின் பயன்பாடு தொடர்பாக பல்வேறு அனுமானங்களை மேற்கொள்ளுதல்மூலம் பிரேரணைகள் முன்வைக்கப்பட்டிருந்தன.

7.5.3. **கம்பெனியால் தயாரிக்கப்பட்ட உபாய முறையிலான வியாபார திட்டம் சர்வதேச ஆலோசனை கம்பெனிமூலம் செல்லுபடியான மற்றும் உறுதிப்படுத்திக்கொள்ளுதல்**

கம்பெனியால் தயாரிக்கப்பட்ட உபாய முறையிலான வியாபார திட்டம் சர்வதேச ஆலோசனை கம்பெனிமூலம் உறுதிப்படுத்திக்கொள்ளுதல் கமபெனிக்கு தேவைப்பட்டது. அதன்படி கம்பெனிமூலம் தெரிவு செய்யப்பட்ட 12 ஆலோசனை கம்பெனிகளின் செல்லுபடி தன்மையை உறுதிப்படுத்துவதற்கான பிரேரணைகளின் பொருட்டான கோரிக்கைகள் Request for Proposal (RFP) அனுப்பி வைக்கப்பட்டிருந்தன.

7.5.3.1. **ஆலோசனை கம்பெனியை தெரிவு செய்தல்**

அதனடிப்படையில் 04 ஆலோசனை கம்பெனிகள்மூலம் சமர்ப்பிக்கப்பட்டிருந்த பிரேரணைகளை மீளாய்வு செய்து பொருத்தமான ஆலோசனை கம்பெனிகளை தெரிவு செய்வதற்கு கம்பெனியின் 03 பணிப்பாளர்களான திரு.நிஹால் ஜயமான்ன, திரு.மனிலால் பிரனாந்து மற்றும் கலாநிதி க்ரிஸ் நோநிஸ்,கம்பெனியின் பிரதான நிறைவேற்று அலுவலர் மற்றும் நிதிசார் பிரதானிகளைக்கொண்ட குழுவொன்றை, ஸ்ரீ லங்கன் விமானச் சேவைகள் கம்பெனியில் அப்போது தலைவராக இருந்த திரு.நிஷாந்த விக்கிரமசிங்க அவர்களால் 2010 ஆம் ஆண்டு 30 ஆந் திகதிய பணிப்பாளர் சபை கூட்டத்தில் நியமனம் செய்யப்பட்டிருந்தது. (இணைப்பு 29)

இதன்போது ஆலோசனை கட்டணமாக 400,000 - 500,000 இடையிலான மில்லியன் அமெரிக்க டொலர் கட்டணமொன்றை செலுத்துவதற்கும் அதற்காக எடுக்கப்படும் காலம் கிட்டியதாக 8 வாரங்களாகவும் தீர்மானிக்கப்பட்டிருந்தது.

அந்தப் பிரேரணைகள் மேற்படி குழுவினால் மதிப்பீடு செய்யப்பட்ட பினனர் ஆலோசனை கம்பெனியாக Inter Vistas Consulting Incorporation மற்றும்VIA Capital Partners ஆகிய கூட்டு கம்பெனிகளால் 450,000அமெரிக்கா டொலர் கட்டணத்தின்கீழ் 2010 ஆம் ஆண்டு ஒக்டோபர் 21 ஆந் திகதி பணிப்பாளர் சபை கூட்டத்தின்போது தெரிவு செய்யப்பட்டிருந்தது.
(இணைப்பு 30)

அதன்படி 2019 ஆம் ஆண்டு திசெம்பர் 30 ஆந் திகதி கம்பெனியால் மேற்படி கூட்டு கம்பெனியுடன் உடன்படிக்கை மேற்கொள்ளப்பட்டிருந்தது. (இணைப்பு 45)

7.5.3.2. **2011/12 -2015/16 காலவெல்லைக்காக VIA Capital மூலம் உறுதிப்படுத்திய ஐந்தாண்டு உபாய முறையிலான வியாபார திட்டத்தை நடைமுறைப்படுத்தல் (இணைப்பு 02)**

2011 ஆம் ஆண்டு யூன் 09 ஆந் திகதிய ஆலோசனை கம்பெனியால் உறுதிப்படுத்திய உபாய முறையிலான திட்டம் சமர்ப்பிக்கப்பட்டிருந்ததுடன், கம்பெனியின் பணிப்பாளர் சபையால் 2011 ஆம் ஆண்டு யூன் 27 ஆந் திகதி (இணைப்பு 31) அந்த திட்டம் அங்கீகரிக்கப்பட்டிருந்தது. மேலும் அந்த கூட்டத்தில் இலங்கை அரசாங்கத்திடமிருந்து, ஸ்ரீ லங்கா விமானச் சேவையிடம் மீண்டும் மூலதனம் பெற்றுக்கொள்வதற்காகவும் 04 இயந்திரங்களைக்கொண்ட விமானங்களுக்குப் பதிலாக 02 இயந்திரங்களைக் கொண்ட விமானங்களை பெற்றுக்கொள்வதற்கும் பிரேரணை செய்யப்பட்டிருந்தது.

7.5.3.3. தெரிவு செய்யப்பட்ட உபாய முறைகள்

விமானச் சேவையிடம், தொரிவு செய்வதற்காக ஓட்ட உபாய முறைகள் 03 கையளிக்கப்பட்டுள்ளன. அவை,

I குறைந்த செலவிலான ஓட்ட முறை (Low Cost Carrier)

இந்த முறையின் ஊடாக ஒரு இடத்திலிருந்து மற்றுமொரு இடத்திற்கு நேரடி பிரயாணச் சேவைகளை அளிக்க வேண்டுமென்பதுடன், அதற்குஒரே விமானச் சேவைக்கு விமானங்களும் ஏனைய வளங்களும் அதிகளவில் தேவைப்படும்.

II பிராந்திய ஓட்ட முறை (Regional Carrier)

இதன்போது ஒரு பூகோள வலயத்திற்குள் மட்டும் விமான ஓட்டங்கள் மட்டுப்படுத்தப்படுவதுடன், சிறிய சமூக குழுக்களுக்கு சேவைகள் வழங்கப்படும்.

III வலையமைப்பு ஓட்ட முறை (Network Carrier)

இதன்போது ஏனைய சர்வதேச விமானச் சேவைகளுடன் தொடர்புகொண்டு வலையமைப்பு முறையில் விமான பயணங்கள் உலகம் முழுவதும் மேற்கொள்ள முடியுமென்பதுடன், மூலதன சொத்துக்கள் அதிகளவில் தேவைப்படமாட்டாது.

மேற்படி குறிப்பிடப்பட்ட உபாய முறைகளுக்கிடையில் ஸ்ரீ லங்கன் விமானச் சேவை பின்வரும் காரணங்களினால் வலையமைப்பு ஓட்ட முறையை (Network Carrier)தெரிவு செய்திருந்தது.

- ❖ ஒரு சந்தைமீது அதிகமாக தங்கியிருப்பதனை குறைத்தல்
- ❖ சந்தைகளின் அளவினை அதிகரிக்கச் செய்தல்
- ❖ வலயமைப்புக்குள் பயணிகளை தக்க வைத்துக்கொள்ளுதல்
- ❖ விற்பனை வாய்ப்புகளை மேம்படுத்திக்கொள்ளுதல்
- ❖ தொடர்புகள் அதிகரிப்பதன்மூலம் நன்மை பயக்கும் பலன்களை பெற்றுக்கொள்ளதல்
- ❖ பண்டாரநாயக்கா சர்வதேச விமான நிலையம் பூகோள ரீதியாக நன்மை பயக்கும் வகையில் அமைந்துள்ளதால் உலக மக்கள் தொகையில் நூற்றுக்கு 85 அளவு 12 மணித்தியாலங்கள் அளவிலான காலப்பகுதிக்குள் பிரதான 04 கண்டங்களை தொடர்புக்கொள்ள முடியுமாதல்.

எவ்வாறாயினும் 2017 ஆம் ஆண்டு ஒக்டோபர் 31 ஆந் திகதியில் 21 நாடுகளில் 40 முடிவிடங்களின் பொருட்டு நேரடி ஓட்ட முறையும், 31 நாடுகளின் 64 முடிவிடங்களின் பொருட்டு வலையமைப்பு ஓட்ட முறையும் (Code Share Operations) பயன்படுத்தியிருந்தமை அவதானிக்கப்பட்டது.

7.5.3.4. 2011-2014 திட்டம் பிரகாரம் பிரேரணை செய்யப்பட்டிருந்த கம்பெனியின் மீள்கட்டமைப்பு துறைகளை, பின்வரும் துறைகளினூடாக மீள்தாபிப்பதற்கு அந்த திட்டத்தின்படி பிரேரணை செய்யப்பட்டிருந்தது.

7.5.3.4.1. நிதிசார் மீள்கட்டமைப்பு (மீண்டும் மூலதன தொகுத்தல்)

கம்பெனியிடம் பின்வரும் காரணங்களால் 2010/11 ஆண்டுக்குள் 150 மில்லியன் அமெரிக்கா டொலரும் 2011/12 ஆண்டுக்குள் 100 மில்லியன் அமெரிக்கா டொலரும் 2012/13 ஆண்டுக்குள் 50 மில்லியன் அமெரிக்கா டொலரும் என்ற வகையில் மொத்தம் 300 மில்லியன் அமெரிக்க டொலர்மூலதனம் மேலும் தேவைப்படுவதாக கம்பெனியால் தயாரிக்கப்பட்டிருந்த திட்டத்தில் காட்டப்பட்டிருந்தது.

i) 1998 மார்ச் 31 ஆந் திகதியில் 15.54 பில்லியன்ரூபாவாக இருந்த மொத்த உரித்துகள் 2010 மார்ச் 31 ஆந் திகதியில் 2.36 பில்லியன் ரூபா வரை குறைந்திருத்தல் மற்றும் 2010 மார் 31 ஆந் திகதியில் கம்பெனியின் நடைமுறை பொறுப்புகள் அங்கு நடைமுறை சொத்துகளையும் பார்க்க 11.71 பில்லியன் ரூபாவால் அதிகரித்தல்.

ii) விமானங்களின் தொகுதியை மேம்படுத்தல் மற்றும் ஆற்றல் விருத்தி கருத்திட்டங்களுக்கு நிதி தேவைப்படுதல்.

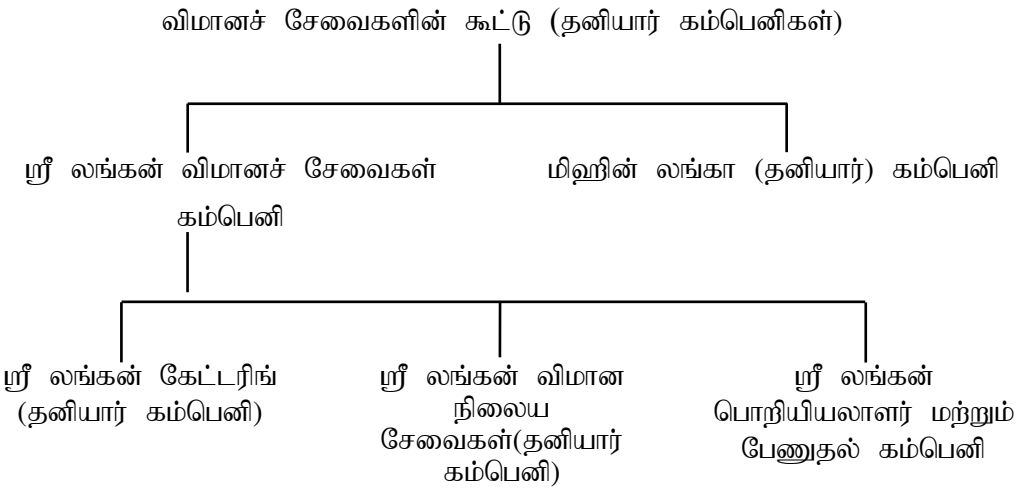
iii) எதிர் பார்க்கப்படும் விருத்திக்கு உதவு முகமாக செயற்பாட்டு மூலதனதேவைகளை பூர்த்தி செய்தல்.

எவ்வாறாயினும் ஆலோசனை கம்பெனிமூலம் உறுதிப்படுத்திய திட்டத்திற்கமைவாக 2011/12 ஆண்டில்287 மில்லியன் அமெரிக்க டொலரும் 2012/13 ஆம் ஆண்டில் 183 மில்லியன் அமெரிக்க டொலரும் 2013/14 ஆம் ஆண்டில் 40 மில்லியன் அமெரிக்க டொலரும் என்ற வகையில் மொத்தமாக 510 மில்லியன் அமெரிக்க டொலர் மூலதனம் இலங்கை அரசாங்கத்தால் எதிர்பார்க்கப்பட்டிருந்தது.

அதனடிப்படையில் அமைச்சரவை பத்திர இலக்கம் : 11/1459/545/009 மூலம் ‘‘ஸ்ரீ லங்கன் விமான சேவைகள் கம்பெனி மற்றும் மிஹின் லங்கா கம்பெனிக்காக மூலதன முதலீடுகள்’’ என்ற தலைப்பில் சிவில் விமான சேவைகள் அமைச்சரிடம் சமர்ப்பித்திருந்த 2011 யூலை 12 ஆந் திகதிய அமைச்சரவை விஞ்ஞாபனம் பிரகாரம் 2011 யூலை மாதம் 27 ஆந் திகதி நடைபெற்ற அமைச்சரவை கூட்டத்தின்போது (இணைப்பு 10) பின்வரும் தீர்மானங்கள் மேற்கொள்ளப்பட்டுள்ளன.

- ஸ்ரீ லங்கன் விமானச் சேவையிடம் 500 மில்லியன் அமெரிக்க டொலர் மற்றும் மிஹின் லங்கா விமானச் சேவையிடம் 20 மில்லியன் அமெரிக்க டொலர் என்ற வகையில் மொத்தம் 520 மில்லியன் அமெரிக்க டொலர் இலங்கை அரசாங்கம்மூலம் 2012 ஆம் ஆண்டு தொடக்கம் 5 ஆண்டு காலப்பகுதியில் மீண்டும் மூலதனம் திரட்டுதல்.
- நிதி அமைச்சர் அவர்களின் பரிந்துரைகளுக்கமைவாக வருடாந்த வரவு செலவு ஒதுக்கீடுகளை 2012 ஆம் ஆண்டில் மேற்கொள்ளுதல்
  இதன்போது 270 அமெரிக்க மில்லியன் டொலர் வெளிநாட்டு அல்லது உள்நாட்டு கடன் பெற்றுக்கொள்வதற்கு பிணையொன்றை திறைசேரிமூலம் வழங்கும்படி கோரிக்கை முன்வைக்கப்படினும் அதனை அமைச்சரவையால் அனுமதிக்கப்படவில்லை.

7.5.3.4.2. நிறுவனத்துடனான மீள்கட்டமைப்பு



மேற்படி குறிப்பு பிரகாரம் கம்பெனியின் நிறுவனத்துடனான கட்டமைப்பில் பின்குறிப்பிடப்படும் மாற்றங்களை மேற்கொள்வதற்கு திட்டமிடப்பட்டிருந்தது.

i) கம்பெனியின் வியாபார அலகுகளாக உள்ள பொறியியல், பேணுதல் பிரிவு மற்றும் விமானநிலைய சேவைகள் பிரிவு முறையாக ஸ்ரீ லங்கன் பொறியியல் மற்றும் பேணுதல் (தனியார்) கம்பெனி, ஸ்ரீ லங்கன் விமான நிலைய சேவைகள் (தனியார்) கம்பெனியாக முற்றுமுழுதாக ஸ்ரீ லங்கன் விமானச் சேவைகள் கம்பெனிக்குரிய 02 கம்பெனிகளாக ஸ்ரீ லங்கன் கேட்டரிங் (தனியார்) கம்பெனிக்கு சமமாக தாபித்தல்

ii) ஸ்ரீ லங்கன் கேட்டரிங் (தனியார்) கம்பெனியின் பங்குகளில் நூற்றுக்கு 25 அடிப்படையில் பொதுமக்கின் அளிப்புமூலம் (Initial Public Offering - IPO) வழங்குதல் மற்றும் தாபிக்கப்பட்ட மேற்படி உப கம்பெனிகள் 02 இல் அவ்வாறானதொன்றை மேற்கொள்ளுதல் தொடர்பான ஆற்றலை கவனத்தில் கொள்ளுதல்.

iii) ஸ்ரீ லங்கன் விமனாச் சேவைகள் கம்பெனி மற்றும் மிஹின் லங்கா (தனியார்) கம்பெனியில் பிரதான பங்குதாரர் இலங்கை அரசு ஆவதால் அந்த இரண்டு கம்பெனிகளும் இணைத்து விமான சேவைகளின் கூட்டு (தனியார்)கம்பெனியாக, கூட்டு கம்பெனி தாபித்தல் மற்றும் அதன்மூலம் பணிப்பாளர் சபையின்கீழ் 02 விமான சேவைகளை முகாமைத்துவம் செய்தல்.

iv) மனித வளங்கள், நிதி, பெறுகை மற்றும் தகவல் தொழில்நுட்பம் போன்ற துணைச் சேவைகள் மற்றும் பொறியியல், விமானநிலைய சேவைகள், விமானங்களின் தொழிற்பாட்டு நடவடிக்கைகளை இணைந்து நிறைவேற்றுவதன்மூலம் இரட்டை

பணிகள் குறைதல், செலவுகளை குறைத்துக்கொள்வதன்மூலம் தொழிற்பாட்டு வினைத்திறனை பெற்றுக்கொள்ளுதல்.

7.5.3.4.3 **விமனா நிலையம், விமானச் சேவைகள் கம்பெனி மற்றும் இலங்கை சுற்றுலா மேம்பாட்டு சபையுடன் கூட்டு வியாபாரங்களை ஏற்படுத்திக்கொள்ளுதல்**.

i) விமான நிலைய நில தொழிற்பாடுகள் (Ground Handling) மற்றும் உணவு வழங்குதல் அதி விசேட உரிமையாக (உரித்து) 05 ஆண்டுகளுக்கு ஸ்ரீ லங்கன் விமானச் சேவைகள் கம்பெனியிடம் வழங்குவதற்காக விமான நிலைய மற்றும் விமானச் சேவைகள் கம்பெனியுடன் புரிந்துணர்வு உடன்படிக்கை (Memorandum of Undertanding - MOU) மேற்கொள்ளுதல். அதனடிப்படையில் 2011 மார்ச் 29 ஆந் திகதி புரிந்துணர்வு உடன்படிக்கை மேற்கொள்ளப்பட்டது.

ii) விமான சேவை மற்றும் நாட்டின் மேம்பாட்டுக்கு இணைந்து வேலை செய்யும் நோக்கத்துடன் இலங்கை சுற்றுலா மேம்பாட்டு சபையுடன் இணைந்து புரிந்துணர்வு உடன்படிக்கை மேற்கொள்ளுதல்.

7.5.3.4.4. சட்டத்துடனான மற்றும் நிதிசார் சட்டகத்தை தயாரித்தல்

i) சிவில் விமான சேவைகள் சட்டம்

1950 ஆம் ஆண்டின்வானோடல் சட்டம் காலம்கடந்துள்ளதால் 2010 ஆம் ஆண்டில் புதிய சிவில் விமான சேவை சட்டம் தயாரிப்பதற்கு திட்டமிடப்பட்டிருந்ததுடன், சட்டம்மூலம் விசேட சலுகை வழங்கும் பொருட்டு சிவில் விமான சேவைகள் அதிகார சபையுடன் புரிந்துணர்வு உடன்படிக்கை மேற்கொள்வதற்கு திட்டமிடப்பட்டிருந்தது. அதனடிப்படையில் 2010 ஆம் ஆண்டு 14 ஆம் இலக்க சிவில் விமானச் சேவைகள் சட்டம், 2010 ஆம் ஆண்டு நவம்பர் மாதம் 03 ஆந் திகதி அங்கீகரிக்கப்பட்டிருந்ததுடன், 2010 அம் ஆண்டு நவம்பர் மாதம் 04 ஆந் திகதி இலங்கை சனநாயக சோசலிசக் குடியரசின் வர்த்தமானியில் வெளியிடப்பட்டிருந்தது.

ii) கம்பெனிக்கு நிதிசார் உதவி பெற்றுக்கொள்ளுதல்

இதன்கீழ் பின்வரும் விடயங்கள் திட்டமிடப்பட்டிருந்தன.

அரசாங்கத்தின் இலாபங்கள் மற்றும் வருமானங்கள்மீது குத்தகை சலுகை பெற்றுக்கொள்வதற்கு (விமான போக்குவரத்து வருமானத்திற்கு மட்டும் மட்டுப்படுத்தப்படாது)

- ❖ விமான நிலையங்கள் மற்றும் விமனாச் சேவைகள் கம்பெனி, சிவில் விமானச் சேவைகள் அதிகார சபை, உள்நாட்டு இறைவரித் திணைக்களம் போன்ற அரசாங்க நிறுவனங்களுடன் பிணைமுறிகள், வைப்புகள், பிணைகளுடன் தொடர்புபடுதலை விடுவித்தல்.

- ❖ விமானங்களின் குத்தகைக்காரர்கள், இலங்கை வருமான வரி, பெறுமதி சேர்க்கப்பட்ட வரி, தேசத்தைக் கட்டியெழுப்பும் வரி போன்ற விமனாங்களை இறக்குமதி, ஏற்றுமதிமீது மற்றும் அவர்களின் வருமானங்கிளன்மீது விதிக்கப்படும் வரிகளிலிருந்து விடுவித்தல்.
- ❖ விமானங்கள், விமானங்களின் இயந்திரங்கள், மேலதிக பகுதிகள், உபகரணங்கள் என்பவற்றை வரியின்றி இறக்குமதி செய்தல்.
- ❖ மூன்றாம் தரப்புமூலம் மேலதிகப் பகுதிகள், உபகரணங்கள் மற்றும் உதிரிபாகங்கள் இலங்கைக்கு கொண்டு வரும்போது வரியிலிருந்து விடுவித்தல்.
- ❖ இலங்கை பெற்றோலியக் கூட்டுத்தாபனம்மூலம் விமனாங்களுக்கான எரிபொருள் பெற்றுக்கொள்ளும்போது இணங்கிய விலையின்கிழ் தேவையான அளவில் தொடர்ச்சியாக 05 ஆண்டுகள் வரை எரிபொருள் பெற்றுக்கொள்ள முடியுமாதல்.
- ❖ 2011 ஆம் ஆண்டு 22 ஆம் இலக்க உள்நாட்டு இறைவரி (திருத்தம்) சமட்டத்தில் 3(5) (ஏ) பிரிவு பிரகாரம் ஸ்ரீ லங்கன் விமானக் கம்பெனியில் இலாபம் மற்றும் வருமானம் 2011 ஆம் ஆண்டு ஏப்பிரல் 01 ஆவது திகதி தொடக்கம் 10 ஆண்டு காலத்திற்கு அதாவது 2020 ஏப்பிரல் மாதம் வரை உள்நாட்டு வருமான வரிகளிலிருந்து விடுவிக்கப்பட்டிருந்தது. அதேபோன்று இதற்கு மேலதிகமாக தேசத்தைக் கட்டியெழுப்பும் வரி மற்றும் பொருளாதார சேவைக கட்டணங்களும் விடுவிக்கப்பட்டிருந்தது.
- ❖ ஸ்ரீ லங்கன் விமானச் சேவை கம்பெனியிடமிருந்து நூற்றுக்கு 51 இற்கு அதிகமான அளவினை அரசாங்கத்திற்கு உரியதாகும் வரை பிணை முறிகள் தேவைப்படாதென விமான நிலையங்கள் மற்றும் விமான சேவைகள் கம்பெனியுடன் மேற்கொண்டிருந்த புரிந்துணர்வு உடன்படிக்கையில் காட்டப்பட்டிருந்தது.

7.5.3.5. திட்டம்மூலம் உத்தேசிக்கப்பட்ட விமானங்களின் எண்ணிக்கை மற்றும் விமானங்களின் பயன்பாட்டினை மீள்கட்டமைப்பு செய்தல் 2011 மார்ச் ஆகும்போது கம்பெனிக்குரியதாகவிருந்த விமானங்களின் அளவு பின்வருமாறாகும்.

விமானங்களின் வகை	அளவு
A 320	05
A 330	05
A 340	05
மொத்தம்	15

2012 மார்ச் மாதமாகும்போது A 320 02 விமானங்கள் அகற்றப்பட்டு A 320 விமானங்கள் 03 ஐ பெற்றுக்கொள்வதற்கும், A 340 மற்றுமொரு விமானமொன்றை 2011 ஏப்பிரல் மாதம் பெற்றுக்கொள்வதற்கும் உரியதாக இருந்தது.

7.5.3.5.1. உத்தேச விமானங்களின் தொகுதி

எதிர்வரும் 05 ஆண்டுகளுள் விமானங்களின் எண்ணிக்கையில் பின்வரும் மாற்றங்களை மேற்கொள்வதற்கு திட்டமிடப்பட்டிருந்தது. அதன்படி உத்தேச விமானங்களின் தொகுதி பின்வருமாறாகும்.

விமானங்களின் வகை	ஆசனங்களின் எண்ணிக்கை	2011/12	2012/13	2013/14	2014/15	2015/16
A 320	150	6	9	9	9	9
A 330 – 200	287	5	8	10	13	13
A 340 – 300	314	6	5	3	2	1
மொத்தம்		17	22	22	24	23

உத்தேச புதிய கட்டமைப்புக்குள் கம்பெனியின் தொழிற்பாட்டு வினைத்திறனை மேம்படுத்துவதற்காக A 340 விமானங்கள் அனைத்தையும் அகற்றப்பட்டு அதற்குப் பதிலாக தூர பிரயாண விமான வழிகளில்(Long haul routes) ஓட்டத்திற்காக A 330 விமானங்களை பதிலீடு செய்வதற்கு திட்டமிடப்பட்டிருந்தது.

7.5.3.5.2. உத்தேச விமானங்களின் பயன்பாடு (தொழிற்பாட்டு மணித்தியாலங்கள், பொதுவான மணித்தியாலங்கள் கிலோமீற்றர்)

விமான்களின் தொழிற்பாட்டு நடவடிக்கைகள் பின்வருமாறு திட்டமிடப்பட்டிருந்தது.

வருடாந்த விமானங்களின் தொழிற்பாட்டு மணித்தியாலங்களின் அளவு

விமானங்களின் வகை	2011/12	2012/13	2013/14	2014/15	2015/16
A 320	22,677	35,391	35,740	36,286	38,878
A 330 – 200	29,261	38,809	53,221	62,553	68,125
A 340 – 300	29,629	24,734	14,389	7,143	2,590
மொத்தம்	81,567	98,934	103,350	105,983	109,593

பொதுவான பயன்பாடு (நாளொன்றுக்கு மணித்தியாலங்கள்)

விமானங்களின் வகை	2011/12	2012/13	2013/14	2014/15	2015/16
A 320	10.8	11.4	10.9	11.0	11.8
A 330 – 200	14.3	13.7	14.3	13.7	14.3
A 340 – 300	13.5	12.9	12.1	13.6	14.2
மொத்த சராசரி	12.9	12.6	12.6	12.7	13.3

பொதுவான தொன் கி.மீற்றர்**(Average Ton Kilometers) (ATK** மில்லியன்**)**

விமானங்களின் வகை	2011/12	2012/13	2013/14	2014/15	2015/16
A 320	236	396	399	405	435
A 330 – 200	808	1,091	1,553	1,867	2,051
A 340 – 300	1,023	882	527	265	97
மொத்தம்	2,067	2,369	2,479	2,537	2,583

7.5.3.5.3. உத்தேச புதிய விமான வழிகளின் வலையமைப்பு

2011/12 தொடக்கம் 2015/16 வரை 05 ஆண்டு காலப்பகுதிக்குள் விமான வழியின் வலையமைப்பில் பயணிப்பதற்குள்ள விமானங்களின் வகை மற்றும் வருடாந்தம் பயணிப்பதற்குள்ள விமானங்களின் தவணை எண்ணிக்கை பின்வருமாறு திட்டமிடப்பட்டிருந்தது.

விமான வழி	பயணித்த விமான வகை	பயணிப்பதற்கு உரிய விமானத்தின் வகை	2011/12	2012/13	2013/14	2014/15	2015/16
கொழும்பு - அபுதாபி	A 320	A 320	261	261	261	261	261
கொழும்பு – பெங்களூர்	A 320	A 320	366	469	469	469	471
கொழும்பு – மும்பாய்	A 320	A 320	366	521	521	521	732
கொழும்பு – பெரிஸ்	A340-300	A 330-200	209	261	261	261	261
கொழும்பு – கொச்சின்	A 320	A 320	366	365	365	365	366
கொழும்பு – டெல்லி	A 320	A 320	366	521	521	521	732
கொழும்பு தொஹா	A 320	A 320	209	209	209	209	209
கொழும்பு – ப்ரான்க்பர்ட்	A 340-300	A 330-200	261	261	261	261	261
கொழும்பு – ஜெடா	A 340-300	A 330-200	105	183	209	209	209
கொழும்பு – கரைச்சி	A 320	A 320	209	235	261	313	314
கொழும்பு - லண்டன்	A 340-300	A 330-200	366	365	365	365	366
கொழும்பு – மெட்ராஸ்	A 320	A 320	732	730	730	730	732
கொழும்பு மாலைதீவு	A 320	A 320	627	678	730	782	784
கொழும்பு நரிடா	A 340-300	A 330-200	105	156	156	209	209
கொழும்பு – ரியாத்	A 340-300	A 330-200	105	156	156	156	157
கொழும்பு – திரிவேந்திரம்	A 320	A 320	366	365	365	365	366

கொழும்பு – திருச்சி	A 320	A 320	366	365	365	365	366
கொழும்பு – தமம்	A 340-300	A 330-200	157	156	209	209	209
கொழும்ப துபாய்	A 320	A 320	261	261	261	261	261
கொழும்பு – குவேட்	A 340-300	A 330-200	209	209	261	365	366
கொழும்பு - மதுரை	A 330-200	A 330-200	366	365	365	365	366
கொழும்பு – மாலைதீவு	A 330-200	A 330-200	575	574	521	469	471
கொழும்பு – சிங்கப்பூர்	A 320	A 320	-	730	730	730	732
கொழும்பு – க்வாலாம்பூர்	A 320	A 320	-	730	730	730	732
கொழும்பு – சுரிச்	A 340-300	A 330-200	-	156	156	156	157
கொழும்பு – பெங்கொக் - கென்டன்	A 330-200	A 330-200	157	209	209	209	209
கொழும்பு – ஹொங்கொங் - இன்சியன்	A 330-200	A 330-200	157	209	209	209	209
கொழும்பு– பெங்கொக் - பீஜிங்	A 330-200	A 330-200	183	209	261	261	261
கொழும்பு– பெங்கொக் - ஷங்ஹய்	A 330-200	A 330-200	209	261	261	261	314
கொழும்பு – டுபாய் - மொஸ்கவ்	A 320	A 320	131	130	130	130	131
கொழும்பு – நரிடா – மாலே – கொழும்பு	A 330-200	A 330-200	105	104	104	104	105
கொழும்பு – சிட்னி – மெல்பர்ன் - கொழும்பு	A 330-200	A 330-200	105	156	209	209	209
கொழும்பு – க்வாலாம்பூர் - சிங்கப்பூர் - கொழும்பு	A 340-300	A 340-300	732	-	-	-	-
கொழும்பு – லாஹோர் - மாலே – கொழும்பு	A 330-200	A 330-200	340	339	365	365	366
முழு மொத்த விமானங்களின் தடவைகள்			9,072	10,898	11,185	11,393	11,895

மேற்படி குறிப்பு பிரகாரம்

i) ஐரோப்பிய விமானப் பாதைகளில் பயணம் நூற்றுக்கு 18 ஆலும் கிழக்காசிய விமானப் பாதைகளில் நூற்றுக்கு 68 ம் என்ற வகையில் அதிகரிப்பதற்கு திட்டமிடப்பட்டிருந்ததுடன், தெற்காசியா மற்றும் மத்திய கிழக்கு போன்ற வலய விமானப் பாதைகளில் பயணம் செய்வதற்கு உரியதாக இருந்த விமானங்களின் தவணை முறை 6,013 தொடக்கம் 7,372 வரை 2016 ஆம் ஆண்டில் அதிகரிப்பதற்கு திட்டமிடப்பட்டிருந்தது.

ii) கம்பெனியால் தயாரிக்கப்பட்டிருந்த ஐந்தாண்டு திட்டம் (2010/11–2014/15) பிரகாரம் மொஸ்கவ் மற்றும் ஜொஹென்ஸ்பர்க் வரை தொடர்ச்சியாக விமானப் பயணங்களை மேற்கொள்வதற்கும், மாலே - உரோமம், மாலே – மிலான், என்பவற்றுக்கிடையில் விமானப் பயணங்களை மேற்கொள்வதற்கும், அபுதாபி ஊடாக எமர்ஸ்டடாம் வரைபயணங்களை மேற்கொள்வதற்கும் திட்டமிடப்பட்டிருந்தது. ஆயினும் ஆலோசனை கம்பெனிமூலம் உறுதிப்படுத்திய திட்டத்தில் சுரிச் வரை தொடர்ச்சியாக விமானப் பயணங்களை பேணுவதற்கும், துபாய் ஊடாக மொஸ்கவ் வரை பயணம் செய்வதற்கும், வலய விமானப் பயணப் பாதைகளில் பயணங்களை

அதிகரிப்பதற்கும் திட்டமிடப்பட்டிருந்ததுடன், உரோம் நாட்டுக்கு பயணம் செய்தல் தொடர்பாக மேலும் மதிப்பீடு செய்தல் வேண்டுமென குறிப்பிடப்பட்டிருந்தது.

iii) அதன்படி, பொதுவாக 34 விமானப் பாதைகளில் விமானங்களின் பயணங்களுக்கான தவணை முறைகள் (Flight Frequencies) 2012 இல் 9,072 தொடக்கம் 2016 ஆந் திகதியில் 11,895 வரை அதாவது நூற்றுக்கு 31 வரை அதிகரிப்பதற்கு திட்டமிடப்பட்டிருந்தது.

7.5.4. சீபரி ஆலோசனைக் கம்பெனியால் 2014-2018 ஐந்தாண்டு காலவெல்லைக்கு அமைவாக தயாரிக்கப்பட்டிருந்த திருத்தம் செய்த திட்டம்

7.5.4.1. திருத்தம் செய்த வாகனங்களின் தொகுதி

மேற்படி 7.5.3.5.1 இன் படி விமானங்களின் தொகுதி திட்டமிடப்பட்டிருந்ததுடன், பின்வரும் பந்தி இலக்கங்கள் 7.6.1 இல் விபரங்கள் குறிப்பிடுகின்றவாறு தெரிவு செய்யப்பட்ட ஆலோசனை கம்பெனிமூலம் மேற்படி திட்டம் திருத்தம் செய்யப்பட்டு 2014-2018 ஐந்தாண்டு காலவெல்லைக்கு ஏற்புடையதாக புதிய திட்டம் சமர்ப்பிக்கப்பட்டிருந்ததுடன், அந்த திட்டம் 2013 மே 22 அந் திகதி பணிப்பாளர் சபையால் அங்கீகரிக்கப்பட்டிருந்தது. (இணைப்பு 47)

அத் திட்டம் பிரகாரம் A 340 - 300 விமானங்களுக்குப் பதிலாக A 330 - 300 விமானங்களை பெற்றுக்கொள்வதற்கும், A 330 - 300 விமானங்களை முற்றுமுழுதாக பெற்றுக்கொள்ளும் வரை மேலதிக விமானங்களை பெற்றுக்கொள்ளாதிருப்பதற்கும், திட்டமிடப்பட்டிருந்தது. அதற்கு மேலதிகமாக A 320 விமானங்கள் 02 ம், A 330 - 200 விமானங்கள் இடையாண்டு சராசரியாக மேற்கொள்ளுமிடத்து 1.5 விமானங்களுக்குப் பதிலாக A 350 விமானங்களை அறிமுகப்படுத்துவதற்கு திட்டமிடப்பட்டிருந்தது. அதன் பிரகாரம் விமானங்களின் எண்ணிக்கையில் இடையாண்டு சராசரி பின்வருமாறு மாற்றப்பட்டிருந்தது.

விமானங்களின் வகை	2012/13	2013/14	2014/15	2015/16	2016/17	2017/18
A 320	08	08	08	08	09	10
A 330 – 200	07	07	07	07	06	4.5
A 340 – 300	06	06	06	04	-	-
A 330 – 300	-	-	-	02	06	06
A 350	-	-	-	-	-	1.5
மொத்த எண்ணிக்கை	21	21	21	21	21	22

7.5.4.2. திருத்தம் செய்யப்பட்ட விமானங்களின் பயன்பாடு

சீபரி ஆலோசனை கம்பெனியால் சமர்ப்பிக்கப்பட்டிருந்த திருத்தம் செய்த திட்டம் பிரகாரம் வருடாந்த விமானங்களின் தொழிற்பாட்டு மணித்தியாலங்களின் எண்ணிக்கைக்கு(Block hours) பார்க்க தற்போதுள்ள விமனாங்களின் ஆசனங்களின் கிலோ மீற்றர் அளவு (Available Seat Kilometers - ASK), விமானங்களின் தொழிற்பாட்டு வினைத்திறனை அளந்து பார்க்கும் மிக நல்ல அளவுகோளாக அறிவிக்கப்பட்டிருந்தது. ஏனெனில், ASK மூலம் விமனாத்தின் அளவினையும் கவனத்தில் கொள்வதனாலாகும். அதன்படி பின்வருமாறு, ASK அதிகரிப்பதற்கு திட்டமிடப்பட்டிருந்தது.

ஆண்டு	ASK (ஆண்டுக்கு மில்லியன்)	அதிகரிப்பு(%)
2013	15.9	
2014	15.8	
2015	15.8	
2016	15.8	11
2017	17.6	
2018	19.5	11

மேலும் நாளொன்றுக்கு சராசரி தொழிற்பாட்டு மணித்தியாலங்களின் அளவு ஒவ்வொரு விமானங்களின்படி 2018 ஆம் ஆண்டில்பின்வருமாறு அதிகரிப்பதற்கு திட்டமிடப்பட்டிருந்தது.

விமானங்களின் வகை	2013	2018	எதிர்பார்க்கப்படும் விருத்தி
A 320	13.2	13.7	
A 330 – 200	13.1	15.2	
A 340 – 300	13.7	-	
A 330 – 300	-	15.4	
A 350	-	13.6	
மொத்த தொகுதியின் சராசரி	13.3	14.5	+ 9.1%

7.5.4.3. திருத்தம் செய்யப்பட்டபுதிய விமான பாதைகளின் வலையமைப்பு

சீபரி கம்பெனியால் தயாரிக்கப்பட்ட திருத்தம் செய்யப்பட்ட வியாபார திட்டம் பிரகாரம் 2013 ஆம் ஆண்டு தொடக்கம் 2018 ஆம் ஆண்டு வரை வாரமொன்றுக்கு விமானப் பயணங்களின் தவணை முறைகள் மற்றும் 2017 ஆம் ஆண்டு ஒக்டோபர் 31 ஆந் திகதியில் உண்மையான தவணை முறைகள் பின்வருமாறாகும்.

விமான வழி	2013	2014	2015	2016	2017	2018	2017.10.31 திகதியினல் உண்மையான தவணைகளின் எண்ணிக்கை
திட்டமிடப்பட்ட விமான வழிகள்	14	14	14	14	14	14	07
அபுதாபி – கொழும்பு							
பஹரேன் - கொழும்பு	04	-	-	-	-	-	07
பெங்கொக் - கென்டன்	08	08	08	08	-	-	-
பெங்கொக் - கொழும்பு	34	34	34	34	42	42	21
பெங்கொக் - ஹொங்கொங்	06	06	06	06	-	-	-
பெங்கொக் - பீஜீங்	10	10	10	10	-	-	-
பெங்கொக் - ஷங்ஹய்	10	10	10	10	-	-	-
பெங்களோர் - கொழும்பு	14	14	14	14	14	14	14
மும்பாய் - கொழும்பு	14	14	14	14	18	28	14
கென்டன் - கொழும்பு	-	-	-	-	06	06	07
பாரிஸ் - கொழும்பு	08	08	08	08	08	08	-
கொழும்பு – கொச்சின்	28	28	28	28	28	28	13
கொழும்பு – டெல்லி	14	14	14	14	18	28	13
கொழும்பு– தம்மி	08	08	08	08	08	08	04
கொழுப்பு – தோஹா	14	14	14	14	14	14	11
கொழும்பு – துபாய்	18	18	18	18	18	18	11
கொழும்பு – ரோம்	06	06	06	06	06	06	-
கொழும்பு – ப்ராங்பர்ட்	08	08	08	08	08	08	-
கொழும்பு – ஹொங்கொங்	-	-	-	-	06	06	05
கொழும்பு – ஜெடா	06	06	06	06	06	06	06
கொழும்பு – கரச்சி	14	14	14	14	14	14	14
கொழும்பு – க்வாலாலம்பூர்	28	28	28	28	28	28	14
கொழும்பு – குவேட்	14	14	14	14	14	14	07
கொழும்பு – லண்டன்	16	16	16	16	18	18	
கொழும்பு மதுரை	56	56	56	56	56	56	35
கொழும்பு – மஸ்கட்	12	12	12	12	12	12	07
கொழும்பு – மெல்பர்ன்	-	-	-	-	-	08	07
கொழும்பு - மாலே	66	66	66	66	70	70	27
கொழும்பு – நரீடா	08	08	08	08	08	10	04
கொழும்பு – பிஜீங்	-	-	-	-	10	10	04
கொழும்பு - ஷங்ஹய்	-	-	-	-	10	12	04
கொழும்பு – ரியாத்	10	10	10	10	10	10	07
கொழும்பு சிங்கப்பூர்	28	28	28	28	42	42	21
கொழும்பு திரிவேந்திரம்	16	14	14	14	20	28	07
கொழும்பு – திருச்சி	28	28	28	28	28	28	14
கொழும்பு – துபாய்	04	04	04	04	04	04	-
மொத்த விமான பயணங்களின் தவணைகளின் எண்ணிக்கை	524	518	518	518	558	598	

திட்டமிடப்படாத விமானப் பாததைகள்

கொழும்பு – சீஷெல்ஸ்	04
கொழும்பு – கென்	04

அயிலண்ட்ஸ்	
கொழும்பு – மதுரை	07
கொழும்பு – கல்கடா	03
கொழும்பு விஷாகாபட்னம்	04
கொழும்பு – கோயம்பத்தூர்	04
கொழும்பு ஹயிதராபாத்	05
கொழும்பு – லாஹோர்	03
கொழும்பு - டாகா	07
கொழும்பு – ஜகர்த்தா	07
கொழும்பு – குமீன்	03
திட்டமிடப்படாத விமானப் பாதைகளுடன் மொத்தம்	358

இந்த திட்டம்படி அண்மித்துக்கொள்வது மிக கடினமாக யதார்த்தமற்ற இலக்குகளை தாபித்திருந்தமை அவதானிக்கப்பட்டது.

உதா:- 2017 ஆகும்போது கொழும்பு – மாலே என்பவற்றுக்கிடையில் நாளொன்றுக்கு பயணங்கள் 10 தவணைகளுக்கு திட்டமிடப்பட்டிருப்பினும், உண்மையான பயணங்களின் தவணைகள் 04 மட்டுமே ஆகும்.

7.6. **விரிந்த உருவ அமைப்பினைக்கொண்ட விமானங்களின் எண்ணிக்கையை பெற்றுக்கொள்வதற்காக ஆலோசனை சேவைகளை பெற்றுக்கொள்ளுதல்.**

2011 ஆம் ஆண்டு யூன் மாதம் 27 ஆந் திகதிய பணிப்பாளர் சபையால் அங்கீகரிக்கப்பட்டிருந்த ஐந்தாண்டு உபாய முறையிலான திட்டம் பிரகாரம் விமனாங்களின் தொகுதியினை பெற்றுக்கொள்ளுதல்(Refleeting) பிரதான விடயமாகியது.

குறித்த திட்டம்மூலம் 2012/13 ஆண்டு தொடக்கம் 2015/16 வரை A 330-300 வகையிலான 06 விமானங்களும், 2016/17 ஆண்டில் A 350-900 வகையிலான 04 விமானங்களும், என்ற வகையில் 10 விமானங்களை கையகப்படுத்திக்கொள்வதற்கும், தற்போதுள்ள A 340-300 விமானங்களை அகற்றுவதற்கும் முன்மொழியப்பட்டிருந்தது. வரவு செலவு திட்டம்மூலம் இந்த விமானங்களை கொள்வனவு செய்தல் உள்ளிட்ட உபாய முறையிலான திட்டங்களை நடைமுறைப்படுத்துவதற்கு 2012 தொடக்கம் 2015 வரை 52,886 மில்லியன் ரூபா ஒதுக்கப்பட்டிருந்தது.

7.6.1. ஆலோசனைக் கம்பெனிகளை தெரிவு செய்தல்

7.6.1.1. விமானங்களை பெற்றுக்கொள்ளும் பொருட்டு ஆலோசனை சேவைகளை பெற்றுக்கொள்வதன் தேவை மற்றும் பரிந்துரை செய்யப்பட்ட ஆலோசனை கம்பெனி பொருட்டு அனுமதி பெற்றுக்கொள்வதற்கு 2012 சனவரி11 ஆந் திகதிய FIN/2012/01/04 இலக்க பணிப்பாளர் சபை பத்திரம் (இணைப்பு 12) கம்பெனியின் பிரதான நிறைவேற்று அலுவலர், சிரேஷ்ட முகாமையாளார் (இணைந்த நடவடிக்கைகள்), நிதிப் பிரிவின் தலைவர் மற்றும் பொறியியல் பிரிவின் தலைவர் ஆகிய 04 உறுப்பினர்களைக் கொண்டமைந்த தெரிவுக்குழுவால் சமர்ப்பிக்கப்பட்டிருந்தது. அப்பத்திரிக்கை படி வெளியக ஆலோசனை சேவைகள் பெற்றுக்கொள்வதற்கான காரணங்கள் பின்வருமாறாகும்.

i) விமானங்கள் மற்றும் இயந்திரங்களை தெரிவு செய்தல்

ii) கையேற்றல் விலை, காலம் போன்ற விடயங்கள்

iii) நிதியிடல்

iv) பொறியியல் மற்றும் தொழில்நுட்ப விடயங்கள், விமானங்களின் மதிப்பீட்டு பெறுமதிகள் போன்ற விடயங்களில் மிகச் சிறந்த மாற்று சந்தர்ப்பங்களை தெரிவு செய்தல்

v) 18 ஆண்டுகள் அளவில் கம்பெனி விமானங்களின் உற்பத்தியாளர்களுடன் பணியாற்றப்படாமையால் தேவையான வளங்கள் மற்றும் நிபுணத்துவ அறிவு நிறுவனத்திற்கு இல்லாமை

vi) விமனாக் கம்பெனிகள் மற்றும் விமானங்களின் குத்தகை மீது சந்தை தாக்குதல் ஏற்படுத்தக்கூடிய ஒரிஜினல் இக்விப்மன்ட்ட மெனுபெக்சர்ஸ் கம்பனிகளின் (Original Equipment Manufactors -OEM) கையாளுகை, மற்றும் நடைமுறையினை நன்கு

புரிந்துக்கொண்டு சிறந்த விலை கணக்குகளை தெரிவு செய்வதன்மூலம் விமானக் கம்பெனிக்கு ஆக்ககூடிய பயனை பெற்றுக்கொள்ளுதல்.

7.6.1.2. மேற்படி பணிப்பாளர் சபை பத்திரிக்கை படி பின்வரும் 4 நிறுவனங்களில் ஆலோசனை சேவைகளை பெற்றுக்கொள்வதற்கு பிரேரணைகள் முன்வைக்கப்பட்டிருந்தன.

நிறுவனம்	கருத்திட்டத்திற்கு எடுக்கப்படும் மொத்தக் காலம்	ஒப்பந்தத்திற்கான செலவு	ஈ மேயில் செய்தி அனுப்பிய திகதி	பிரேரணை முன்வைக்கப்பட்ட திகதி
DVB	24 (வாரங்கள்) / 06மாதங்கள்	375,000 (அமெரிக்க டொலர்)	07.09.11	14.09.11
Ascend	08 (வாரங்கள்)	76,000 (பவுன்)	07.09.11	14.09.11 26.09.11
Skyworks	24 (வாரங்கள்)	2,800,000 (அமெரிக்க டொலர்)	19.10.11	15.11.11
Seabury	32 (வாரங்கள்)	800,000 (அமெரிக்க டொலர்)	07.09.11	14.09.11 11.11.11 09.01.12

மேற்படி "அ" பந்தியில் குறிப்பிடப்பட்டுள்ள குழுவால் ஆலோசனை சேவைக்காக ஈ அஞ்சல்மூலம் மேற்படி அட்டவணை பிரகாரம் இரண்டு நாட்களுக்குள் பிரேரணைகள் கோரப்பட்டிருந்தன. அதற்கு பதிலாக சமர்ப்பிக்கப்பட்டிருந்த பிரேரணைகள் பணிப்பாளர் சபை பத்திரிக்கையில் வெவ்வேறாக மதிப்பீடுக்கு உட்படுத்தப்பட்டிருந்தது. அந்த மதிப்பீடுகளின் விபரங்கள் பின்வருமாறாகும்.

i) டிவிபி(DVB) நிறுவனம்

இந்த நிறுவனம் பிரதானமாக சொத்துக்களை நிதியிடல், தனியார் மூலதனம் மற்றும் ஆலோசனை சேவைகள் வழங்கப்படும் வங்கி நிறுவனமெனவும், உப சந்தை சேவைகளாக கடல், விமான மற்றும் தரை போக்குவரத்து துறைகளில் ஈடுபட்டுள்ளதெனவும் குறிப்பிடப்பட்டிருந்தது.அதன்படி இந்த நிறுவகம் மூன்றாவது தரப்புகளுக்கு விமானங்களை கையகப்படுத்தல் தொடர்பாக கலந்துரையாடல்களில் தலையிடாமை மற்றும் அவர்களின் நிபணத்துவம், நிதித்துறை தொடர்பாக ஆவதுடன், இந்த ஆலோசனை சேவைகளை பெற்றுக்கொள்வதற்காக DVB நிறுவனத்தை தெரிவு செய்தல் பொருத்தமற்றதெனவும் தீர்மானிக்கப்பட்டிருந்தது.

ii) Ascend நிறுவனம்

இந்த நிறுவனம் விமானங்களின் தாயரிப்பு தகவல்களை வழங்குதல், விமனாங்களை மதிப்பிடல் மற்றும் ஆலோசனை சேவைகள்(Consultancy Services) வழங்குதல் ஆகிய சேவைகளில் ஈடுபட்டுள்ளதாக குறிப்பிடப்பட்டிருந்தது. குழுவின் விபரமான கலந்துரையாடல்கள் மற்றும் ஏனைய பிரேரணைகளுடன் ஒப்பிடும்போது இந்த

நிறுவனம் பிரதானமாக சொத்துக்களை மதிப்பிடல், ஆராய்ச்சிகளை மேற்கொள்ளுதல் மற்றும் அனைத்து வகையிலுமான விமானங்கள் மற்றும் விமானப் பாதைகள் உள்ளடங்கும் தகவல் முறைமை பேணிச் செல்கின்றபோதும், விமானங்களை கையகப்படுத்தலுக்கு ஏற்புடையதாக ஆலோசனை சேவைகள் வழங்கப்படமாட்டாதென குறிப்பிடப்பட்டிருந்தது. சீபரி மற்றும் ஸ்கய்வர்கஸ் நிறுவனத்தடன் ஒப்பிடுகையில் டீவீபீ மற்றும் எசெண்ட் ஆகிய இரண்டு நிறுவனங்களினதும் தொழில்நுட்ப பின்னணி விமானக் கம்பெனியால் சமர்ப்பிக்கப்பட்ட தேவைகளின்படி மிக விரிவானதாக இல்லாதபடியால் டீவீபீ மற்றும் எசெண்ட் ஆகிய நிறுவனங்கள் அக் குழுவினால் நிராகரிக்கப்பட்டிருந்தது.

iii) Skyworks நிறுவனம்

இந்த நிறுவனம் அண்மைக் காலத்தில் பிரதானமாக பல்வேறு வகையிலான விமானங்களை கொள்வனவு செய்கின்ற கொள்வனவாளர்கள் விமானங்களை கையகப்படுத்தல் தொடர்பாக ஆலோசனை சேவைகள் வழங்கும் 10 பணிகளில் ஈடுபட்டுள்ளதாகவும், ஏனைய நிறுவனமான Seabury ஆலோசனை கம்பெனியுடன் ஒப்பிடுகையில் அதி உயர்ந்த நிலையில் இருப்பதாகவும் குழு தீர்மானித்திருந்தது. ஆயினும் Skyworks நிறுவனம் சமர்ப்பித்திருந்த 2.8 அமெரிக்க டொலர் மில்லியன் தொகையிலான விலை Seabury நிறுவனம் சமர்ப்பித்திருந்ததுடன், 0.8 அமெரிக்க மில்லியன் டொலர் அதிகமாவதால் Skyworks நிறுவனம் தெரிவு செய்து கொள்ளாதிருப்பதற்கு தீர்மானிக்கப்பட்டிருந்தது.

iv) Seabury நிறுவனம்

இந்த நிறுவனம் தேவைக்கேற்ப ஆலோசனை சேவை வழங்க முடியுமெனவும், நிறுவனம் சமரப்பித்திருந்த விலை கணக்குகள் ஏனைய நிறுவனமான Skyworks சமர்ப்பித்திருந்த விலைகணக்குகளுடன் ஒப்பிடுகையில் மிக குறைந்த பெறுமதியைக் கொள்வதால் தெரிவு செய்யும் குழுவால் Seabury நிறுவனம் ஆலோசனை சேவை பெற்றுக்கொள்வதற்கு பரிந்துரைக்கப்பட்டிருந்தது.

7.6.1.3. விமானங்களின் தொகுதியை பெற்றுக்கொள்ளும் நிகழ்ச்சித்திட்டத்தை நடைமுறைப்படுத்தும்போது விமானங்களை தெரிவு செய்தல், மதிப்பிடல், கலந்துரையாடுதல், கொடுக்கல் வாங்கலை நடைமுறைப்படுத்தல், நிதியிடல் போன்ற பணிகளின் பொருட்டு Seabury நிறுவனத்தில் ஆலோசனை சேவைகள் பெற்றுக்கொள்வதனை பரிந்துரைக்கப்பட்டிருந்தது. ஆயினும், 2012 ஆம் ஆண்டு சனவரி 23 ஆந் திகதிய பணிப்பாளர் சபையின் தீர்மானம்மூலம்நிதியடல் தவிர்ந்த விமானங்களை கையேற்பதற்காக தெரிவு செய்தல்/மதிப்பிடல் மற்றும் நடைமுறைப்படுத்தல் வரை பணிகளை நடைமுறைப்படுத்துவதற்காக Seabury நிறுவனம் 800,000 அமெரிக்கன் டொலர் செலுத்தும் அடிப்படையில் தெரிவு செய்வதனை அங்கீகரிக்கப்பட்டிருந்தது. (இணைப்பு 11)

7.6.1.4. ஆலோசகர்களை தெரிவு செய்தல் மற்றும் சேவையில் ஈடுபடுத்தல் நேர்வரிசை அமைச்சின் செயலாளரது பொறுப்பாயினும், ஸ்ரீ லங்கன் விமானச் சேவைகள் கம்பெனி விமானங்களை பெற்றுக்கொள்ளும் நிகழ்ச்சித்திட்டத்தின் பொருட்டு ஆலோசகர்களை தெரிவு செய்கின்றபோது அமைச்சினை தொடர்புபடுத்திக் கொள்ளவில்லை. மேலும் நிறுவனத்தால் இந்த ஆலோசனை சேவைகளை பெற்றுக்கொள்ளும்போது முறையான பெறுகை குழு நியமனம் செய்யப்படவில்லை.

7.6.2. ஆலோசகர்களை தெரிவு செய்தல் மற்றும் சேவையில் ஈடுபடுத்தல் தொடர்பாக 2007 ஆம் ஆண்டு ஆகஸ்ட் மாதத்திலான பெறுகை வழிகாட்டல் கோவை மற்றும் 2007 ஆம் ஆண்டு நவம்பர் மாதத்திலான பெறுகை கைந்நூல் என்பவற்றுக்கு ஏற்புடையதாக ஒழுங்கமையாமை.

7.6.2.1. பெ.வழி.கோ. 2.2.1 பந்தியின் பிரகாரம் ஆலோசகர்களை தெரிவு செய்தல் மற்றும் சேவையில் ஈடுபடுத்தல் நேர்வரிசை அமைச்சின் செயலாளரது பொறுப்பாவதுடன், ஸ்ரீ லங்கன் விமானச் சேவைகள் கம்பெனி விமானங்களை பெற்றுக்கொள்ளும் நிகழ்ச்சித்திட்டத்தின் பொருட்டு ஆலோசகர்களை தெரிவு செய்கின்றபோது அமைச்சினை தொடர்புபடுத்திக் கொள்ளுதல் வேண்டும்.

7.6.2.2. பெ.வழி.கோ. 2.3.1 பந்தியின்படி கம்பெனியால் அபிப்பிராய கூற்றினை தயாரித்து Expression of Interset (EOI) அதனை மீளாய்விற்காக ஆலோசனை பெறுகை குழுவிடம் சமர்ப்பிக்கப்படுதல் வேண்டும். மேலும், கம்பெனியால் பின்வரும் விடயங்களை உள்ளடக்கி முன்மொழிவு கோரிக்கை(Request for Proposal) கூற்றொன்றில் வரையுள்படுத்தி அதனை ஆலோசகர் பெறுகை குழுமூலம் மீளாய்வு செய்து அங்கீகரித்துக்கொள்ளுதல் வேண்டும்.

- ❖ கம்பெனி தொடர்பான தகவல்கள்
- ❖ தொழில்நுட்ப முன்மொழிவு தர நியமங்களுடன்கூடிய (Technical Proposal Standard)
- ❖ நிதிசார் முன்மொழிவு தரநியமங்களுடன்கூடிய (Financial Proposal)
- ❖ சம்பந்தப்பட்ட நிபந்தனைகள் (Terms and Reference), வரவு செலவு (Budget)
- ❖ ஆலோசகர்களை தெரிவு செய்து கொள்ளும் அளவுகோள்கள் மற்றும் தெரிவு செய்து கொள்ளும் தரப்புகளுடன் உடன்படிக்கைகளை மேற்கொள்வதற்கிருந்த உடன்படிக்கையின் தர நியமங்களுடனான பிரதி (Stanadard Forms of Contract)

7.6.2.3. பெ.வழி.கோவையில் 2.6.2 பந்தி பிரகாரம் கம்பெனியால் ஒப்பந்த விலையான 50 மில்லியன் ரூபாவிற்கு அதிகமான மற்றும் 200 மில்லியன் ரூபாவிற்கு குறைந்த பெறுகைகளின் பொருட்டு போட்டியுடன் கூடிய முறையை கடைபிடித்து பொருத்தமான ஆலோசகரை தெரிவு செய்வதாயின் அமைச்சின் ஆலோசனை பெறுகை குழுவொன்னறை நியமனம் செய்ய வேண்டுமென்பதுடன், அதன் நேர்வரிசை அமைச்சு செயலாளர்/மேலதிகச் செயலாளர் தலைவராதல் வேண்டும். எஞ்சிய உறுப்பினர்களை ஆலோசகர்களை தெரிவு செய்துகொள்ளும் விடயங்கள் தொடர்பாக நன்கு அறிந்த மற்றும் அதற்கு மேலதிகமாக ஆலோசகர்களை தெரிவு செய்து கொள்ளும் முறை தொடர்பாக நிபுணத்துவமுள்ள ஒரு உறுப்பினர் சகிதமாக மொத்தமாக 04 உறுப்பினர்களின் எண்ணிக்கைக்கு குறையாத எண்ணிக்கையாதல் வேண்டும்.

7.6.2.4. பெ் வழி கேர் 3.3 பந்தி பிரகாரம் பணியின் நோக்கங்கள், விடயவெல்லை, ஏற்புடையதாகக்கொள்ள வேண்டிய நிபந்தனைகள், பின்னணி தகவல்கள் மற்றும் வரவு செலவு ஆகிய ஆலோசனை கம்பெனிக்கு தேவையான வளங்களை தீர்மானிப்பதற்காக தகவல் பிரேரணைகளின் கோரிக்கைகள்மூலம் (RFP) பெறுகை அமைப்பினால் வழங்கப்படுதல் வேண்டும்.

7.6.2.5. பெ் வழி கேர் 3.4 பந்திபடி பிரேரணை செய்யப்பட்ட உத்தேச பணிக்கு ஏற்புயைடதான செலவுகளை அடையாளம் காணப்பட்டு அதன்படி செலவு மதிப்பீடுகள் தயாரிக்கப்படுதல் வேண்டும்.

7.6.2.6. பெ.வழி.கோ. 3.5 இன் படி இரண்டு மில்லியன்ரூபாவை கடக்கின்றதும் சிக்கலுமானதுமான கடமைப்பொறுப்புகளின் பொருட்டு சர்வதேச ஆலோசனை நிறுவனங்களின் பங்கபளிப்பு எதிர்பாக்கப்படுவதாயின் தேசிய மற்றும் சர்வதேசஊடகங்களின் அபிப்பிராய கூற்றுகள் EOI சமர்ப்பிப்பதற்காக அறிவிப்புகளை வெளியிடுதல் வேண்டும்.

7.6.2.7. பெ் வழி கேர் 3.6 பந்திபடி பிரேரணைகளை பெற்றுக்கொள்வதற்கு தெரிவு செய்யப்பட வேண்டிய (short listed) நிறுவனங்கின் எண்ணிக்கை 07 ஆதல் வேண்டும்.

7.6.2.8. பெ் வழி கேர் 3.8.1 பந்திபடி பொதுவான சந்தர்ப்பங்களில் பெரும்பாலும் பயன்படுத்தப்படும் தரம் மற்றும் செலவு (Quality and Cost) அடிப்படையின்மீது தெரிவு செய்யப்படும் முறையின்கீழ் தொழில்நுட்ப மற்றும் நிதிசார் பிரேரணைகளை வெவ்வேறாக முத்திரையிடப்பட்ட இரண்டு உறைகள்மூலம் ஒரேமுறையில் சமர்ப்பிக்கப்படுதல் வேண்டும்.

7.6.2.9. பெ் வழி கேர் 5.2.1 (அ) பந்திபடி கம்பெனியால் பெறுகை திட்டம் தயாரிக்கப்பட்டு அதனை பெற்றுக்கொள்ளப்பட வேண்டிய ஆலோசனை சேவைகள் உள்ளடக்கப்படுதல் வேண்டும்.

7.6.2.10. பெ வழி கேர் 6.5.7 பந்திபடி ஆலோசனை சேவை நிறுவனங்கள் பிரேரணைகளை சமர்ப்பிக்கும்போது அதன் செல்லுபடியான காலத்தை குறிப்பிடுதல் வேண்டும். 100 மில்லியன் ரூபா அல்லது அதற்கு மேற்பட்ட தொகையினை அரசாங்கத்தின் நிதியினை பயன்படுத்தி மேற்கொள்கின்ற கருத்திட்டங்களின் பொருட்டான ஆகக்குறைந்த காலவெல்லை 140 நாட்களாதல் வேண்டும்

7.6.2.11. பெ வழி கேர் 6.5.9 பந்தி பிரகாரம் தொழில்நுட்ப பிரேரணைகளை மதிப்பிடப்படும் அளவுகோள்களின் பொருட்டு ஒதுக்கப்படும் புள்ளிகள் பிரேரணைகளை கோருகின்றபோது வெளிப்படுத்துதல் வேண்டும்.

7.6.2.12. பெ.வழி.கோ. 7.3.1 பந்தி பிரகாரம் அனைத்து பிரேரணைகளையும் ஒரு இடத்திற்கு பின்வருமாறு பெற்றுக்கொள்ளுதல் வேண்டுமென்று அறிவிக்கப்பட்டுள்ளது.

i) பதிவு தபால்மூலம்
ii) தனிப்பட்டதாக பொறுப்பேற்றல்(பெறுகை குழுவின் அலுவலரொருவர் அவ்வாறான பிரேரணைகள் உரிய இடத்திற்கு கிடைக்கப்பெற்றதற்கு அங்கீகரிக்கப்படுதல் வேண்டும்.)

மேலும், ஆலோசகர்களின் தகைமைகளை அடிப்படையாகக்கொண்டு தெரிவு செய்யும் முறை(CQS) மற்றும்Single Source Selection (SSS) முறை என்பவற்றின்கீழ் தவிர்ந்த ஏனைய அனைத்து முறைகளின்கீழ் அனைத்து பிரேரணைகளையும் முத்திரை வைக்கப்பட்ட உறைகள்மூலம் சமர்ப்பிக்கவேண்டுமெனவும், பிரேரணையின் மூலம் பிரதி மற்றும் மற்றுமொரு பிரதியினால் வெவ்வேறாக தெளிவாக முத்தரை வைக்கப்பட்ட உறைகளைக்கொண்டு கையளிக்கப்படுதல் வேண்டும்.

7.6.2.13. பெ வழி கேர் 7.4.1 பந்தியின்படி ஆலோசனை பெறுகை குழுவிற்கு சமமாக பிரேரணைகளை திறக்கும் குழுவொன்றை நியமனம் செய்தல் வேண்டுமென்பதுடன், அந்தக் குழுவால் பிரேரணைகளை சமர்ப்பிக்கப்பட வேண்டிய இறுதி திகதியின் பின்னர் மிக விரைவில் உரிய நேரத்திற்கு தொழில்நுட்ப பிரேரணைகளை திறக்கப்படுதல் வேண்டும்.அந்தப் பிரேரணைகள் உரிய படிவத்திற்கமைவாக பட்டியலிடப்பட்டு மதிப்பீட்டுக் குழுவிடம் மதிப்பிடும் பணிக்காக சமர்ப்பிக்கப்பட வேண்டுமென்பதுடன், நிதி பிரேரணைகளை முத்திரையிடப்பட்ட உறையினுள ்உள்ளடக்கப்பட்டுள்ளதா என்பது தொடர்பாக பரிசீலனை செய்து உறுதிப்படுத்திக்கொள்ளப்படுதல் வேண்டும்

7.6.2.14. பெ வழி கேர் 8.11.2 பந்திபடி தொழில்நுட்ப மற்றும் நிதி பிரேரணைகளை மதிப்பிடுவதன்மூலம் ஆலோசனை பெறுகை குழுவால் தெரிவு செய்தல் தொடர்பான இறுதி மதிப்பீட்டு அறிக்கை, தேசிய பெறுகை முகவர் நிறுவனத்தால் வெளியிடப்பட்ட குறித்துரைத்த படிவத்தின்படி தயாரிக்கப்பட்டு சமர்ப்பிக்கப்படுதல் வேண்டும்.

7.6.2.15. பெ.வழி.கோ. 9.2.1 பந்தி படி ஒப்பந்தம் அளிக்கும் கடிதம், பிரேரணை செல்லுபடியான காலத்திற்கு வழங்கப்படுதல் வேண்டுமென்பதுடன், அலுவல் ஆரம்பிப்பதற்கு முன்னர் மிக விரைவில் ஒப்பந்தத்தை மேற்கொள்வதற்காக திட்டமிடுதல் வேண்டும். எவ்வாறாயினும், கம்பெனியின் பணிப்பாளர் 2012 ஆம் ஆண்டு சனவரி 23 ஆந் திகதி சீபரி(Seabury) நிறுவனத்திடமிருந்து ஆலோசனை சேவைகளை பெற்றுக்கொள்வதற்காக அனுமதி வழங்கப்பட்டிருப்பினும் சம்பந்தப்பட்ட ஒப்பந்த உடன்படிக்கை மேற்கொள்ளப்பட்டிருப்பது 2012 ஆம் ஆண்டு ஆகஸ்ட் மாதம் 28 ஆந் திகதியாகும்.

7.6.2.16. பெ.வழி. கோ. 9.5.1 பந்தியின்படி,கம்பெனி தெரிவு செய்யப்பட்ட ஆலோசனை சேவைகள் நிறுவனத்திடம் முறைசார் ஏற்றுக்கொள்ளுதல் கடிதம் வழங்கப்படுதல் வேண்டும்.

7.6.3 **விமானங்களின் தொகுதியை பெற்றுக்கொள்வதற்காக தெரிவு செய்யப்பட்ட நிறுவனங்களிடத்திலிருந்து ஆலோசனை சேவைகளை பெற்றுக்கொள்ளுதல்**

2012 ஆம் ஆண்டு ஆகஸ்ட் மாதம் 28 ஆந் திகதிய சீபரி கம்பெனியுடன் மேற்கொண்ட உடன்படிக்கை (இணைப்பு 13) பிரகாரம், சம்பந்தப்பட்ட இலத்திரனியல் சமர்ப்பித்தல்கள் 20 ஐ 2012 ஆம் ஆண்டு ஒக்டோபர் 19 ஆந் திகதி தொடக்கம் 2013 பெப்ருவரி 26 ஆந் திகதி வரை வழங்கப்பட்டிருந்தது. அந்த சமரப்பித்தலுக்கு மேலதிகமாக ஒப்பமிடப்பட்ட சாராம்சப்படுத்திய அறிக்கையினை கம்பெனியின் பிரதான நிறைவேற்று அலுவலரிடம் 2017 ஆம் ஆண்டு செப்தெம்பர் 18 ஆந் திகதி வழங்கப்பட்டிருந்தது. (இணைப்பு 14) விபரங்கள் பின்வருமாறாகும்.

7.6.3.1. **2012 நவம்பர் முன்னிலைப்படுத்தல். (Presentation)**

விமானங்களின் தொகுதி பெற்றுக்களொவ்தற்காக எயார் பஸ் மற்றும் போயிங் ஆகிய வகைகள் தொடர்பாக மேற்கொண்ட மதிப்பீடுகபளின்படி மாற்று திட்டங்கள் 4 ஐ சமர்ப்பிக்கப்பட்டிருந்தது.

I எயார்பஸ் கம்பெனிமூலம் உற்பத்தி செய்யப்பட்ட விமானங்களை மட்டும் தெரிவு செய்தல்.

- A 330-300 –விமானங்கள் 06 ஐ குத்தகை அடிப்படையின்மீது பெற்றுக்கொண்டு நீண்ட நாட்களுக்கு வைத்துக்கொள்ளுதல்

  A 350-900 –விமானங்கள் 07 ஐ நேரடியாக கொள்வனவு செய்தல்

- A 330-300 –விமானங்கள் 06 ஐ குத்தகை அடிப்படையின்மீது பெற்றுக்கொண்டு பின்னர் A 350-900 மூலம் பெற்றுக்கொள்ளுதல்

  A 350-900 –விமானங்கள் 13 ஐ நேரடியாக கொள்வனவு செய்தல்

II எயார்பஸ் கம்பெனி மற்றும் போயிங் கம்பெனிமூலம் உற்பத்தி செய்யப்பட்ட விமானங்களின் கலவையினை தெரிவு செய்தல்.

- ❖ A 330-300 –விமானங்கள் 06 ஐ குத்தகை அடிப்படையில் பெற்றுக்கொள்வதனை நீண்ட நாட்களுக்கு வைத்துக்கொள்ளுதல்
  787-9 - விமானங்கள் 07 ஐ நேரடியாக கொள்வனவு செய்தல்
- ❖ A 330-300 –விமானங்கள் 06 ஐ குத்தகை அடிப்படையில் பெற்றுக்கொண்டு பின்னர் A 350-900 மூலம் பெற்றுக்கொள்ளதல்
  787-9 - விமானங்கள் 13 ஐ நேரடியாக கொள்வனவு செய்தல்

காலதாமதமாகும் அனைத்து A 340 விமானங்களை அகற்றுதல், ஸ்ரீ லங்கா விமானப் பயணிகளுக்கு நவீன மற்றும் இற்றைப்படுத்திய விமான அறை வசதிகளை ஏற்பாடு செய்தல்,விரிந்த உருவ அமைப்பினைக்கொண்ட 02 விமானங்களின் வகைகளை தம் வசம் வைத்துக்கொள்ளுதல் மற்றும் தொழிற்பாட்டு சிக்கல்தன்மையை குறைத்துக்கொள்ளுதல் இந்த பிரேரணைகளின் பொருட்டு காரணமாக அமைந்திருந்தது.

7.6.3.2. **2012 திசெம்பர் 11 ஆந் திகதி முன்னிலைப்படுத்தல்**

கம்பெனியின் நிதிப் பிரிவு தலைவரிடம் அனுப்பி வைத்துள்ள இந்த அறிக்கைமூலம் ஸ்ரீ லங்கன் விமானக் கம்பெனியின் முகாமைத்துவம், பணிப்பாளர் சபைக்கு மற்றும் அரசாங்க தரப்புகளினால் (Government Stake Holders) வெளியிடப்பட்ட தொடர்புடைய இலக்கங்கள் மற்றும் எல்லைகள் மீது சமர்ப்பிக்கப்பட்ட விமானங்களின் தொகுதி தொடர்பாக பிரேரணைகளை மட்டுப்படுத்தியதாக காட்டப்பட்டிருந்தது. அதன்படி தற்போதுள்ள பழைய விமானங்களுக்குப் பதிலாக புதிய விமானங்களை வழிநடாத்தப்படுதல் வேண்டுமெனவும், புதிய பரம்பரையின் A 350 மற்றும் போயிங் 787 விமானங்களை கொள்வனவு செய்து விமானங்களின் தொகுதிக்கு மிக விரைவாக சேர்க்கப்படுதல் வேண்டுமெனவும் தொழிற்பாட்டு சிக்கல் தன்மையை குறைத்துக்கொள்வதற்கும் (ஒரு வகையின் விமானங்களை மட்டும் பயன்படுத்தல்) மேற்கொள்ளுதல் வேண்டுமென கம்பெனியின் இலக்கு ஆகியது.

மேலும் கம்பெனியால் எதிர்வருங் காலத்தில் எதிர்பார்க்கப்படும் பயணிகளின் கோரிக்கைகளுக்கு A 350-900 விமானங்கள் பொருத்தமானதெனவும், 2020 ஆந் திகதி தொடக்கம் எயார்பஸ் கம்பனியின் விமானங்கள் மற்றும் 2019 ஆந் திகதி தொடக்கம் போயிங் கம்பெனியில் விமானங்களை கொள்வனவு செய்ய் முடியுமெனவும், ஆயினும், A 350 வகையின் விமானங்களில் சிலவற்றை குத்தகை கம்பெனிகளின் ஊடாக மிக விரைவில் பெற்றுக்கொள்ள முடியுமெனவும் அறிவிக்கப்பட்டிருந்தது.

A 330 வகையின் விமானங்கள் அண்மைக் காலத்திலிருந்து எரிபொருள் பயன்படுத்தலை சிக்கனமாக மேற்கொள்ளும் வகையில் தயாரிக்கப்படுவதாகவும், கம்பெனி பயன்படுத்தும்

A 330 வகையின் விமானங்களுக்குப் பதிலாக புதிய A 330-300 விமானங்களை பயன்படுத்த முடியுமெனவும் பரிந்துரைக்கப்பட்டிருந்தது. மேலும், A 330-300 வகையின் விமானங்கள் ஸ்ரீ லங்கன் விமானக் கம்பெனியில் விமானத் தொகுதியில் பின்வருமாறு பெற்றுக்கொள்ள வேண்டுமென அறிவிக்கப்பட்டிருந்தது.

கம்பெனிக்குரியதாக தற்போதுள்ள விமானங்கின் வகை	**தொகுதியிலிருந்து அகற்றப்பட வெண்டிய காலவெல்லை**	**பெற்றுக்கொள்ளப்பட வேண்டிய விமானங்களின் வகைகள்**
A 330-200	சனவரி2014	A 330-300
A 340-300	நவம்பர்2014	A 330-300
A 340-300	சனவரி2015	A 330-300
A 340-300	சனவரி2015	A 330-300
A 340-300	மே2015	A 330-300
A 340-300	ஒக்டோபர்2015	A 330-300
A 340-300	ஒக்டோபர்2015	A 330-300

மேலும், 2014/15 இல் தொகுதிக்கு சேர்க்கப்பட்ட புதிய A 330-300 விமானங்களை குத்தகை கம்பெனிகளிடமிருந்து கொள்வனவு செய்வதல் அல்லது நேரடியாகAirbus கம்பெனியிடமிருந்து கொள்வனவு செய்தல் அல்லது அப்போது விற்பனை செய்து மீண்டும் குத்தகை முறைமூலம் அவற்றுக்கு தேயைவான பணத்தை பயன்படுத்த முடியுமெனவும் அறிவிக்கப்பட்டிருந்தது.

ஆலோசனை கம்பெனிக்கமைவாக 2014 இல் குத்தகை காலம் முடிவடைந்தவுடன், A 330-200 மற்றும் A 340-300 ஆகிய இரண்டு விமானங்களும், 2015 இல்குத்தகை காலம் முடிவுறுத்தப்படும் A 340-300 விமனாங்கள் 05 இற்கும் பதிலாக A 330-300 விமனாங்கள் 07 ஐ பெற்றுக்கொள்ள வேண்டுமென சுட்டிக்காட்டப்பட்டது.

7.6.3.3. **2013 சனவரியில் சமர்ப்பித்தல்**

I 20 ஆண்டுகள் தேறிய தற்கால பெறுமதி (20 year NPV of Selected Scenarios)

தொடர் இலக்கம்	**விபரம்**	**தேறிய தற்கால பெறுமதி (அமெரிக்க மில்லியன் டொலர்)**
1	A 330 + 350 வகை	107.8
2	A 330 + 787 வகை	187.9
3	A 350 வகை மட்டும்	-49.3
4	787 வகை மட்டும்	89.5

மேற்படி தேறிய தற்கால பெறுமதிகளில் சிறந்த நிதிப் பெறுமதிகள் கிடைக்கப்பெறுகின்ற சந்தர்ப்பங்களான 1 ஆவது மற்றும் 2 ஆவது மாற்றுகளை தெரிவு செய்தல் வேண்டுமென ஆலோசனை கம்பெனி பிரேரணை செய்திருந்தது.

II A 330-300 வகையின் 06 விமானங்களின் பொருட்டு (நேரடியாக Airbus கம்பெனியிடமிருந்து கொள்வனவு செய்வதாயின்) மொத்த மூலதன தேவை 771 அமெரிக்கன் மில்லியன் டொலர் என்று குறிப்பிடப்பட்டிருந்தது. அதன் விபரங்கள் பின்வருமாறாகும்.

ஆண்டு	அமெரிக்க மில்லியன் டொலர்
2013	63
2014	210
2015	498
மொத்தம்	771

மேலும் இந்த மூலதன தேவையினுள் கிடைக்கப்பறுவதற்கு முன்னர் (PDP) மற்றும் விமானத்தினதும் இயந்திரத்தினதும் விலை உள்ளடக்கப்பட்டிருந்தது என்பது காட்டப்பட்டிருந்தது.

7.6.3.4. **2017 செப்தெம்பர் 18 ஆந் திகதி வழங்கப்பட்டிருந்த கையொப்பமிடப்பட்ட அறிக்கை (இணைப்பு 14)**

I கம்பெனியின் முழுமொத்த உபாய முறையிலான வியாபார திட்டம், கம்பெனியின் திட்டம் மற்றும் விருப்பம்மீது தீர்மானிக்கப்பட்ட, பெற்றுக்கொள்ள வேண்டிய விரிந்த உருவ அமைப்பினைக் கொண்ட விமானங்களின் எண்ணிக்கை தொடர்பாக எதுவித ஆய்வும் சீபரி ஆலோசனைக் கம்பெனியால் மேற்கொள்வதில்லையென பிரதானமாக சுட்டிக்காட்டப்பட்டிருந்து.

II ஸ்ரீ லங்கன் விமானச் சேவைகள் கம்பெனியால் பின்வரும் கொடுக்கல் வாங்கல்களை மேற்கொள்வதற்கு தேவையான அதிகாரம்(Authority) கோரப்பட்டிருந்ததாக மேற்படி அறிக்கையில் நிறைவேற்று சாராம்சத்தில் காட்டப்பட்டிருந்தது.

- ❖ A 330-300 விமானங்களை 06 ஐ ரோல்ஸ் ரொயிஸ் இயந்திரத்துடன், 2014/2015 ஆண்டில் பெற்றுக்கொள்ளுதல்.
- ❖ A 350-900 விமானங்கள்04 ஐ 2020/2021 பெற்றுக்கொள்ளுதல்.
- ❖ A 350-900 மேலதிக விமானங்கள் 03 ஐ குத்தகை அடிப்படையின்மீது 2017 ஆம் ஆண்டில் பெற்றுக்கொள்வதற்கு உடன்படிக்கை மேற்கொள்ளுதல்.

III ஸ்ரீ லங்கன் விமானச் சேவை கம்பெனியால் மேற்கொள்ளப்பட வேண்டிய எதிர்கால நடவடிக்கைகளாக அறிக்கைமூலம் பின்வரும் விடயங்களை பரிந்துரைக்கப்பட்டிருந்தது.

- பின்வரும் கொடுக்கல்வாங்கல் என்பவற்றின் பொருட்டு உரிய அனுமதிக கிடைக்கப்பெற்றவுடன், ஒரு மாத காலப் பகுதிக்குள் எயார் பஸ் கம்பெனியுடன், புரிந்துணர்வு உடன்படிக்கை மேற்கொள்ளுதல்.
- ஸ்ரீ லங்கன் விமானச் சேவை கம்பெனிகளின் பணிப்பாளர் சபை மற்றும் பிரதான முதலீட்டாளரிடமிருந்து உரிய அனுமதிகளை பெற்றுக்கொள்ளுதல்.
- எயார்பஸ் கம்பெனியால் உத்தேச புரிந்துணர்வு உடன்படிக்கை தொடர்பில் சட்டத்துடனான பகுத்தாய்வை மேற்கொள்ளுதல் மற்றும் தேவையெனில் உரிய மாற்றங்களை மேற்கொள்ளுதல்
- அதற்கு சமமான செயற்பாடுகளாக விமானங்களை கொள்வனவு செய்தல், நிதியிடலின் மாற்று முறைகளை மதிப்பிடல் (உதா:- அடிப்படையாக விற்பனை செய்தல் மற்றும் மீண்டும் குத்தகைக்கு விடுதல்)
- A 350-900 விமானங்கள் 03 ஐ குத்தகை அடிப்படையின்மீது 2017 ஆம் ஆண்டில் பெற்றுக்கொள்வதற்கு உடன்படிக்கைகளை மேற்கொள்ளுதல்.
- தற்போதுள்ள A 330-200 விமனாங்கள் 03 இன் குத்தகை காலவெல்லை 2020 வரை நீடித்தல்.

7.6.3.5. சீபரி கம்பெனியிடமிருந்து பெற்றுக்கொள்ளப்பட்ட மேற்படி சேவைகளின் பொருட்டு அந்தக் கம்பெனியிடம் 612,345 டொலர் செலுத்தப்பட்டிருந்தது (இணைப்பு 15)

7.7. **விமானங்களின் தொகுதியை பெற்றுக்கொள்வதற்காக அனுமதி பெறுதல்**

7.7.1 பணிப்பாளர் சபையின் அனுமதி பெற்றுக்கொள்ளுதல்

7.7.1.1. 2012 ஆகஸ்ட் 28 ஆந் திகதிய பணிப்பாளர் சபை பத்திரிக்கை இலக்கம் CORP/2012/07/54 (இணைப்பு 35) மூலம் ஆலோசனை நிறுவனத்தின் ஒத்துழைப்புடன் விமானக் கம்பெனிக்கு சேர்த்துக்கொள்ளப்பட வேண்டிய முறை தொடர்பான தீர்மானத்திற்கு 4 பேர்களைக் கொண்டமைந்த குழுவொன்றை நியமனம் செய்யப்பட்டிருந்தது.விபரங்கள் பின்வருமாறாகும்.

பதவி	**அலுவலரின் பயெர்**
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பிரதான நிறைவேற்று அலுவுலர்(CEO)	கபில சந்திரசேன
பிரதான நிறைவேற்று அலுவுலர்(COO)	ட்ரூவி பெரேரா
நிதி பிரிவு தலைவர்(HOF)	யசந்த திசாநாயக்க
பொறியியல் பிரிவு தலைவர்(HOE)	பிரியந்த ரோஸ்

7.7.1.2. 2013 பெப்ருவரி 26 ஆந் திகதிய பிரதான நிறைவேற்று அலுவலரால் பணிப்பாளர் சபையிடம் விமானத் தொகுதியை பெற்றுக்கொள்ளுதல் தொடர்பான சமர்ப்பித்தல் (Presentation) முன் வைக்கப்பட்டிருந்தது. அதன்படி ஆலோசனை கம்பெனியின் சமர்ப்பித்தல்கள் மற்றும் சாராம்சப்படுத்திய இறுதி அறிக்கையை கவனத்தில்கொண்டு மேற்படி குழுவால் 2013 பெப்ருவரி 28 ஆந் திகதிய CORP/2013/02SP/23 ஆம் இலக்க பணிப்பாளர் சபை பத்திரம் (இணைப்பு 32) தயாரிக்கப்பட்டிருந்தது. ஆயினும் ஆலோசனைக் கம்பெனியால் மேற்படி குழுவுடன் இணைந்து நிதிசார் மற்றும் பொருளாதார நன்மைகளை மெச்சப்பட்டு அறிக்கை தயாரிக்கப்பட்டிருக்கவில்லை.
அந்த பணிப்பாளர் சபை பத்திரிக்கை மூலம் மேற்கொண்டிருந்த பரிந்துரைகள் பின்வருமாறாகும்.

i) விமானங்களின் தொகுதியை பெற்றுக்கொள்வதற்காக அமைச்சரவை அனுமதி பெற்றுக்கொள்ளுதல்.

ii) 2014 ஆண்டில் விமானங்களை பெற்றுக்கொள்ளும் பொருட்டு 2013 ஆம் ஆண்டு மார்ச் 31 ஆந் திகதிக்கு முன்னர் எயார் பஸ் மற்றும் என்ஜின் உற்பத்தி கம்பெனியான ரோல்ஸ் ரோயிஸ் கம்பெனியுடன் புரிந்துணர்வு உடன்படிக்கைகளை மேற்கொள்வதற்கு அமைச்சரவை அனுமதி பெற்றுக்கொள்ளுதல்.

iii) ரோல்ஸ் ரோயிஸ் Trent 700 வகையின் இயந்திரத்தைக்கொண்டு வலுவூட்டிய A 330-300 விமானங்களை 2014 ஆண்டின் இறுதி காலாண்டு தொடக்கம் 2015 ஆம் ஆண்டு வரை கிடைக்க கூடியவாறு கொள்வனவு செய்தல்.

iv) மிக விரைவாக இவ்வாறு கொள்வனவு செய்கின்றA 330-300 விமானங்கள் 06 ஐ விற்பனை செய்து மீண்டும் குத்தகைக்கு பெறுவதற்கு நடவடிக்கை மேற்கொள்ளுதல்.

v) 2020/2021 ஆண்டிலிருந்து கிடைக்க கூடிய வகையில் ரோல்ஸ் ரோயிஸ் XWB இயந்திரத்திலிருந்து வலுவூட்டப்பட்ட A 350-900 விமானங்கள் 04 ஐ கொள்வனவு செய்தல்.

vi) A 330-200 வகையின் 04 விமானங்களுக்குப் பதிலாக A 350-900 விமானங்கள் 3 ஐ 2017 ஆம் ஆண்டில் பெற்றுக்கொள்ளுதல்.

vii) A 350-900 விமானங்கள் 04 ஐ கொள்வனவு செய்து மீண்டும் தொழிற்பாட்டு குத்தகை முறையின்கீழ் பெற்றுக்கொள்ளுதல்.

7.7.1.3. மேற்படி7.7.1.1இல் குறிப்பிடப்படும் பணிப்பாளர் சபை பத்திரம் 2013 ஆண்டு மார்ச்01 ஆந் திகதி தொடக்கம் பத்தரமுல்லை சபாநாயகர் உத்தியோகபூர்வ இல்லத்தில் நடாத்தியிருந்த பணிப்பாளர் சபை கூட்டத்தில் சமர்ப்பிக்கப்பட்டிருந்தது. மேலும் இந்த பத்திரத்துடன் சீபரி கம்பெனியால் தயாரிக்கப்பட்ட 2012 - 2017 "Market Outlook" என்ற புதிய திட்டமும் இலத்திரனியல் சமர்ப்பிப்புமூலம் (Power Point Presentation) சமர்ப்பிக்கப்பட்டிருந்தது. அன்றைய திகதி பணிப்பாளர் சபை கூட்டத்தில் மேற்படி பத்திரத்தில் குறிப்பிடப்பட்டுள்ள பரிந்துரைகளை நடைமுறைப்படுத்துவதற்கு பணிப்பாளர் சபையில் வருகை தந்திருந்த 05 உறுப்பினர்கள் அனுமதி வழங்கியிருந்தனர்.

7.7.2. **அமைச்சரவை அனுமதிக்கு சமர்ப்பித்தல்**

7.7.2.1. மேற்படி பணிப்பாளர் சபையின் அனுமதி பிரகாரம் 2013 ஆண்டு மார்ச் 27 ஆந் திகதிய13/0407/545/007 ஆம் இலக்க அமைச்சரவை விஞ்ஞாபனம் (இணைப்பு 20) தயாரித்து அமைச்சரவை அலுவலகத்திடம் சமர்ப்பிக்கப்பட்டிருந்தது. அதில் உள்ளடக்கப்பட்டிருந்த பிரதான விடயங்கள் பின்வருமாறாகும்.

i) விமானங்களை தெரிவு செய்துகொள்ளும் முறை

ii) விமானங்களை தெரிவு செய்து கொள்ளும் அளவுகோள்கள்

iii) A 340 விகமானங்கள் 06 இற்காக A 330-300 விமானங்கள் 06 ஐ பெற்றுக்கொள்ளுதல்(replacement)

iv) போயிங் விமானங்களுடன் ஒப்பிடுகையில் எயார்பஸ் விமானங்களை தெரிவு செய்வதற்கான காரணங்கள்

v) A 350 விமானங்களின் கி.மீ.செலவு குறைதல்

vi) ஏனைய பொதுவான நன்மைகள்

vii) A 350 இற்காக இயந்திரம் தெரிவு செய்தல்.

viii) நாட்டுக்கான நன்மைகள்

ix) நிதித் தேவைப்பாடு

x) அனுமதிக்கான 5 பரிந்துரைகள்

7.7.2.2. இவற்றுக்கிடையில் 2013 ஏப்பிரல் 16 ஆந் திகதி பின்வரும் அலுவலர்களின் பங்களிப்புடன் திறைசேரி செயலாளரால் அழைக்கப்பட்ட விசேட கூட்டம் பொது திறைசேரியால் நடாத்தப்பட்டிருந்தது.

i) பொது திறைசேரி செயலாளர்

ii) சிவில் விமனாச் சேவைகளின் செயலாளர்

iii) பொது திறைசேரி பிரதி செயலாளர்

iv) ஸ்ரீ லங்கன் விமானச் சேவைகள் கம்பெனியின் தலைவர்

v) ஸ்ரீ லங்கன் விமானச் சேவைகள் கம்பெனியின் பிரதான நிறைவேற்று அலுவலர் (பணிப்பாரள்)

vi) பணிப்பாளர் நாயகம் - பொது தொழில்முயற்சி திணைக்களம், பொது திறைசேரி

vii) உதவி பணிப்பாளர் நாயகம் - பொது தொழில்முயற்சி திணைக்களம் - பொது திறசேரி

இந்த கூட்டத்தில் கலந்துரையாடப்பட்ட விடயங்கள் தொடர்பான குறிப்பொன்று ஸ்ரீ லங்கன் விமானச் சேவை கம்பெனிகளின் நிறைவேற்று அலுவலரால் மின்அஞ்சல்மூலம் பங்குபற்றிய அலுவலர்களிடம் 2013 ஆம் ஆண்டு ஏப்பிரல் 19 ஆந் திகதி அனுப்பப்பட்டது. (இணைப்பு 24) அதன்படி ஸ்ரீ லங்கன் விமானச் சேவை கம்பெனியின் விரிந்த உருவ அமைப்பினைக் கொண்ட விமானங்களின் தொகுதியினை பெற்றுக்கொள்வதற்கு அமைச்சரவை பத்திரிக்கை சமர்ப்பிப்பதற்கான காரணங்களை புலனாய்வு செய்வதற்காக பொது திறைசேரியின் செயலாளரால் இந்தக் கூட்டம் அழைக்கப்பட்டிருந்தமை அவதானிக்கப்பட்டது.

இந்தக் கூட்டத்தில் பொது திறைசேரியின் செயலாளரது கருத்தின்படி ஸ்ரீ லங்கன் விமானச் சேவைகள் கம்பெனி, கம்பெனி சட்டத்தின் கீழ் தாபிக்கப்பட்டுள்ள வரையறுக்கப்பட்ட பொது கம்பெனியாவதாலும் அரசாங்கம்மூலம் பெயர் குறிப்பிடப்பட்ட மற்றும் நியமனம் செய்யப்பட்ட பணிப்பாளர் சபை உள்ளபடியால் கம்பெனியின் விமானங்களின் தொகுதிக்காக முதலீடு செய்வதற்கு அமைச்சரவை அனுமதி தேவையல்ல எனவும், அதன்படி சம்பந்தப்பட்ட அமைச்சரவை பத்திரிக்கையை அகற்றிக்கொள்வதற்கு அமைச்சின் அலுவலர்களுக்கு ஆலோசனை வழங்கப்பட்டிருந்தது. மேலும் விமானக் கம்பெனிகளின் விமானங்களை பெற்றுக்கொள்வதற்கான நடவடிக்கைகள் பணிப்பாளர் சபையின் அனுமதியின்கீழ் மேற்கொள்வதற்கு இணக்கம் தெரிவிக்கப்பட்டிருந்தது.

7.7.2.3. 2013 மார்ச் 27 ஆந் திகதிய13/0407/545/007 இலக்க அமைச்சரவை பத்திரத்திற்கு அமைச்சரவை செயலாளரால் பல்வேறு தரப்புகளிடம் முன்வைத்து பெற்றுக்கொண்டிருந்த அவதானிப்புகள் தொடர்பான விபரங்கள் பினவருமாறாகும்.

i) **நிதி மற்றும் திட்டமிடல் அமைச்சர் அவர்கள்:**

ஸ்ரீ லங்கன் விமானச் சேவைகள் கம்பெனி சுயாதின பணிப்பாளர் சபையின்கீழ் நிருவகிக்கப்படும் கம்பெனி சட்டத்தின்கீழ் தாபிக்கப்பட்ட கம்பெனியாவதால் விமானங்களின் தொகுதியினை பெற்றுக்கொள்ளுதல், இதற்கு முன்னர் விமானங்களின் தொகுதியினை பெற்றுக்கொண்டுள்ளவாறு தலைவர், நிறைவேற்று அலுவலர் மற்றும் பணிப்பாளர் சபையின் பொறுப்பாதல் வேண்டும்.
மெலும் விமானங்களின் தொகுதிய பெற்றுக்கொள்ளுதல் நிதிசார் ரீதியாக விமானக் கம்பெனிகள் மற்றும் மூலதனமிடல் வலுப்பெறும் வகையில் மேற்கொள்வதற்கு பணிப்பாளர் சபை பொறுப்பு கூறுதல் வேண்டும். (இணைப்பு 21)

ii) **தேசிய மொழி மற்றும் சமூக ஒருங்கிணைப்பு அமைச்சர் அவர்கள்**
தீர்மானம் வழங்குவதற்காக விமானங்களின் பெறுமதி, காலவெல்லைகள் ஆகிய விபரங்கள் தேவையென்பது.

iii) **இலங்கை மத்திய வங்கி:**
நீண்டகால இலாபங்கள்,நாட்டுக்கு பயனுள்ள பொருளாதாரம்மற்றும் ஏனைய விடயங்களையும் கவனத்தில்கொண்டு இந்தப் பிரேரணையை ஆராய்தல் தேவையெனவும்,மேலும் ஆராய்வதற்கும் பரிந்துரை செய்வதற்கும் விசேட குழுவொன்றை நியமனம் செய்தல்.

iv) **உபாய முறையிலான பொது முயற்சி முகாமைத்துவ நிறுவனம்(SEMA):**
தேசிய விமான சேவைகள் அமைச்சரவை பத்திரிக்கையில் குறிப்பிடப்பட்டுள்ள விடயங்கள் தொலைநோக்குடன்கூடிய, தேயைவான மற்றும் காலத்திற்கேற்றவாறான தேவையென்பது (இணைப்பு 22)

7.7.2.4. அதேபோன்று 2013 ஆம் ஆண்டு ஏப்பிரல் 18 ஆந் திகதிய அமைச்சரவையிடம் சமர்ப்பிக்கப்பட்ட 13/0407/545/007 ஆம் இலக்க அமைச்சரவை விஞ்ஞாபனத்திற்காக அமைச்சரவையால் எதுவித தீர்மானமும் வழங்கப்படவில்லையென்பதுடன்,''தற்போது பிற்போடப்பட்டுள்ளது'' என்று மட்டும் குறிப்பிடப்பட்டிருந்தது. (இணைப்பு 23)

7.7.2.5. 2017 செப்தெம்பர் 18 ஆந் திகதி சீபரி கம்பெனியால் சமர்ப்பிக்கப்பட்டிருந்த (இணைப்பு 14) இறுதி அறிக்கை பிரகாரம் வியாபார திட்டத்தின் நியாயத்தன்மையை மதிப்பிடல் அல்லது கம்பெனிக்கு தேயைவான விரிந்த உருவ அமைப்பினைக் கொண்ட விமானங்களின் எண்ணிக்கை தொடர்பாக மீளாய்வு செய்தல் ஆலோசனை கம்பெனியின் பொறுப்பாக அமையவில்லை. அதனடிப்படையில் கம்பெனியால் தேவையான விமானங்களின் வகைகள், அளவு, செலவு பயன்கள் தொடர்பான பகுத்தாய்வு மூலம் தீர்மானிக்கப்படுதல் வேண்டும். கம்பெனியால் 2010 ஆம் ஆண்டு தொடக்கம் 2013 ஆம் ஆண்டு வரை அவ்வப்போது 03 திட்டங்கள் தயாரிக்கப்பட்டுள்ளன.

7.7.2.6. கம்பெனியின் முகாமைத்துவம்,பணிப்பாளர் சபை, அரச தரப்புகளின் இலக்குகள் மற்றும் எல்லைகளின்கீழ் விமானங்களை மீள் தாபிப்பதற்காக பிரேரணைகள் சமர்ப்பிக்கப்பட்டதாக ஆலோசனை கம்பெனியால் அவர்களின் அறிக்கையில் குறிப்பிட்டிருந்தது.

7.7.2.7. கம்பெனியால் சமர்ப்பிக்கப்பட்டிருந்த பணிப்பாளர் சபை கூட்டங்களின் அறிக்கை பிரகாரம், கம்பெனியால் பொதுவாக பணிப்பாளர் சபை கூட்டம் கொழும்பில் அமைந்துள்ள உலக வர்த்தக நிலையத்திலும், ஸ்ரீ லங்கன் எயார் லயின் கம்பனியின் பணிப்பாளர் சபை கூட்ட மண்டபத்திலும் நடாத்திய போதும், அவ்வாறு 2013 பெப்ருவரி 28 ஆந் திகதி தயாரிக்கப்பட்ட பணிப்பாளர் சபை பத்திரம் பத்தரமுல்லை சபாநாயகர் உத்தியோகபூர்வ இல்லத்தில் 2013 ஆம் ஆண்டு மார்ச்ச மாதம் 01 ஆந் திகதி நடைபெற்ற விசேட பணிப்பாளர் சபை கூட்டத்தில் கலந்துரையாடப்பட்டிருந்தது. (இணைப்பு 13)

7.8. A 330-300 06 விமானங்கள் மற்றும் A 350-900 08 விமானங்கள் கையேற்கப்பட்டன

2013 ஆம் ஆண்டு மார்ச் மாதம் 01 ஆந் திகதியில் மேற்கொள்ளப்பட்ட பணிப்பாளர் சபை தீர்மானம் பிரகாரம் (இணைப்பு 32) இன்படி கம்பெனியின் முகாமைத்துவம், விமானங்களை கையேற்பதற்காக பின்வரும் நடவடிக்கைகளை மேற்கொண்டிருந்தது.

7.8.1. எயார்பஸ் கம்பெனியுடன் கொள்வனவு உடன்படிக்கைகளை மேற்கொள்ளுதல்

7.8.1.1.A 330-300 06 விமானங்களை கொள்வனவு செய்வதற்கு உடன்படிக்கைகளை மேற்கொள்ளுதல் (இணைப்பு 33)

2013 ஆம் ஆண்டு யூன் 19 ஆந் திகதி எயார்பஸ் கம்பெனியுடன் ஸ்ரீ லங்கன் விமானச் சேவைகள் கம்பெனி பின்வரும் நிபந்தனைகளின்கீழ் உடன்படிக்கை மேற்கொண்டிருந்தது.

விமானத்தின் அடிப்படை விலை(Air Frame Base Price)	182,027,300
Propulation System விலை	43,031,713
மொத்தம்	225,059,013
Buyer Furnished Equipments	9,330,320
விலை கழிவு	(129,982,172)
தேறிய விலை	104,407,161

கிடைப்பதற்கு முன்னரான செலவுகள்(Pre Delivary Payments)

ஒப்பமிடும் திகதியில்	1%
18 மாதங்களுக்கு முன்னர்	4%
12 மாதங்களுக்கு முன்னர்	6%
09 மாதங்களுக்கு முன்னர்	6%
மொத்தம்	17%

உடன்படிக்கை பிரகாரம் இந்த விமானங்கள்பின்வருமாறு கம்பெனியிடம் கிடைக்கப்பெறவுள்ளன.

1 ஆவது விமானம் 2014 ஒக்டோபர்

2 ஆவது விமானம் 2014 திசெம்பர்

3 ஆவது விமானம் 2015 பெப்ருவரி

4 ஆவது விமானம் 2015 இரண்டாவது காலாண்டு

5 ஆவது விமானம் 2015 இரண்டாவது காலாண்டு

6 ஆவது விமானம் 2015 இரண்டாவது காலாண்டு

7.8.1.2. **A 350-900 04 விமானங்களை கொள்வனவு செய்வதற்காக உடன்படிக்கைகளை மேற்கொள்ளுதல் (இணைப்பு** 34)

விமானங்கள் 04 ஐ கொள்வனவு செய்வதற்கு எயார்பஸ் கம்பெனியுடன் உடன்படிக்கைகளை மேற்கொள்வதற்காக 2013 ஆம் ஆண்டு யூன் மாதம் 24 ஆந் திகதிய FIN/2013/06/63 ஆம் இலக்க பணிப்பாளர் சபை பத்திரத்திற்கு 2013 ஆம் அண்டு யூன் மாதம் 25 ஆந் திகதி அனுமதி கிடைக்கப்பெற்றது. (இணைப்பு 42) அதனடிப்பயைடில் 2013 ஆம் ஆண்டு யூன் மாதம் 28 அந் திகதி ஸ்ரீ லங்கன் விமனாச் சேவைகள் கம்பனி எயார் பஸ் கம்பனியுடன் 2020/2021 ஆண்டுகளில் விமானங்கள் கிடைக்கப்பெறும் வகையில் விமானங்களை கொள்வனவு செய்யும் உடனபடிக்கை பின்வரும் நிபந்தனைகளின்கீழ் மேற்களொள்ப்பட்டிருந்தன.

விமானத்தின் அடிப்படை விலை	(அமெரிக்க டொலர்)	275,099,000
உபகரணங்களின் பொருட்டு	(அமெரிக்க டொலர்)	9,672,000
மொத்தம்		284,771,000
விலை குறைத்தல்		(148,160,000)
தேறிய விலை		136,611,000

கிடைக்கப்பெறுதலுக்கு முன்னரான செலுத்தல்கள்(PDP)	-
உடன்படிக்கை மேற்கொண்ட சந்தர்ப்பத்தில்	1%
திட்டமிடப்பட்ட கையளிக்கப்படும் மாதத்திற்கு முன்னர் மாதத்தின் முதல் திகதி	
84 மாதம்	0.1%
72 மாதம்	0.1%
60 மாதம்	0.1%
48 மாதம்	0.1%
30 மாதம்	2.6%
24 மாதம்	4%
18 மாதம்	5%
05 மாதம்	4%
விமானங்களை கையளிப்பதற்கு முன்னர் மொத்த கொடுப்பனவுகள்	17%

7.8.1.3. 2020 மற்றும்2021 ஆண்டுகளில் கிடைக்கப்பெறவிருந்த A 350-900 விமானங்கள் 04 ஐ பெற்றுக்கொள்ளாதிருப்பதற்கான தீர்மானமொன்று 2017 ஆம் ஆண்டு யூலை 28 ஆந் திகதி பொருளாதார முகாமைத்துவ அமைச்சரவை துணைக் குழுவால் மேற்கொண்டிருந்ததுடன், இது தொடர்பாக விமானத்தின் உருவப் பகுதியினை வழங்கும் கம்பெனியுடன் கலந்துரையாடுவதற்கு மூன்று அமைச்சர்களைக் கொண்டமைந்த குழுவொன்றை 2017 ஆம் ஆண்டு ஆகஸ்ட் மாதத்தில் நியமனம் செய்யப்பட்டிருந்தது.

7.8.2. **A 350-900 விமானங்கள் 4 ஐ தொழிற்பாட்டு குத்தகை அடிப்படையில் பெற்றுக்கொள்வதற்கான உடன்படிக்கை மேற்கொள்ளுதல்**

7.8.2.1. 2013 ஆம் ஆண்டு யூலை 24 ஆந் திகதிய FIN/2013/08/79 ஆம் இலக்க (36 ஆம் இணைப்பு) பணிப்பாளர் சபை பத்திரிக்கை பிரகாரம் மேலும் A 330-200 வகையைச் சேர்ந்த சில விமானங்கள் குத்தகை காலவெல்லை கடந்து சென்றுள்ளதால், A 350-900 வகையின் 03 விமனாங்களை தொழிற்பாட்டு குத்தகை முறையின்கீழ் ILFC நிறுவனத்திடமிருந்து 2013 யூலை 30 ஆந் திகதி பணிப்பாளர் சபை கூட்டத்தின்போது பெற்றுக்கொள்வதற்கு தீர்மானிக்கப்பட்டது.

7.8.2.2. இதற்காக குத்தகை கம்பெனிகளிடமிருந்து பின்வருமாறு பிரேரணைகள் கோரப்பட்டிருந்தன.

குத்தகை கம்பெனியின் பெயர்	பிரேரணை கோரப்பட்ட திகதி(RFP)	பிரேரணை கிடைக்கப்பெற்ற திகதி	உத்தேச குத்தகை தவணையின் பெறுமதி (அ.டொலர் மில்லியன்)
International Lease FinanceCorporation (ILFC)	2013 மே02	2013 மே 10	1.33
Aviation Lease Finance Company (ALAFCO)	2013 யூன் 27	2013 யூலை 01	1.48
Air Lease Corporation (ALC)	2013 யூன் 30	2013 யூலை 05	1.28
CIT	2013 யூலை 30	2013 யூலை 01	1.39

7.8.2.3. மேற் கூறப்பட்டவாறு கிடைக்கப்பெற்ற பிரேரணைகளை நிதிப் பிரிவு தலைவரால் மின் அஞ்சல்மூலம் வழங்கும்படி குத்தகை கம்பெனிகளிடமிருந்து கோரியிருந்ததுடன், அதற்கு இரண்டு குத்தகை கம்பெனிகள் தவிர்ந்த ஏனைய கம்பெனிகள் முறையான வகையில் பிரேரணைகளை சமரப்பிக்கப்படவில்லை.

7.8.2.4. அதன்படி கிடைக்கப்பெற்ற பிரேரணைகளில் ILFCகுத்தகை கம்பெனியிடமிருந்து 03 விமானங்களும், Aercap Global Aviation Trust குத்தகை கம்பெனியிடமிருந்து மற்றுமொரு விமானமும் அடங்கலாக 04 விமானங்கள் தொழிற்பாட்டு குத்தகை முறைமையின்கீழ் FIN/2013/08/79 மற்றும் FIN/2014/13/46 பணிப்பாளர் சபை பத்திரிக்கை படி பெற்றுக்கொள்வதற்கு 2013 ஆம் ஆண்டு யூலை மாதம் 30 ஆந் திகதியிலும், 2014 ஆம் ஆண்டு செப்தெம்பர் 09 ஆந் திகதியிலும் பணிப்பாளர் சபையியமிருந்து அனுமதி கிடைக்கப்பெற்றிருந்தது.

7.8.3 உடன்படிக்கைகளை மேற்கொள்வதற்கு அனுமதி வழங்குதல்

ஸ்ரீ லங்கன் விமானச் சேவைகள் கம்பெனியால் விமானங்களின் தொகுதிகளை பெற்றுக்கொள்ளும்போது விமானங்களை கொள்வனவு செய்யும் உடன்படிக்கைள் மற்றும் குத்தகை அடிப்படையில் பெற்றுக்கொள்ளும் உடன்படிக்கைகளுக்கு ஒப்பமிடுவதற்கும் அந்த உடன்படிக்கைகளில் கையொப்பமிடுவதற்கும் கம்பெனியின் பொருட்டு தனிதனியாக அல்லது கூட்டாக மேற்கொள்வதற்கு அட்டோர்னி அனுமதிப்பத்திரம்மூலம் 2014 ஆம் ஆண்டில் பணிப்பாளர் சபையால் ஸ்ரீ லங்கன் விமானச் சேவைகள் கம்பெனியில் 15 அலுவலர்களுக்கு அதிகாரம் வழங்கப்பட்டிருந்தது.

7.8.4. **A 330-300 வகையின் விமானங்களை விற்பனை செய்து மீண்டும் குத்தகைக்கு எடுத்தல் மற்றும் முன்செலுத்தலை (PDP) நிதியிடல்**

7.8.4.1. **அலோசனை சேவைகளை பெற்றுக்கொள்ளுதல்**

7.8.4.1.1. 2013 ஆம் ஆண்டு யூன் மாதம் 03 ஆந் திகதியFIN/2013/05/55 ஆம் இலக்க பணிப்பாளர் சபை பத்திரம் (இணைப்பு 17) A 330-300 வகையின் விமானங்களை விற்பனை செய்து மீண்டும் குத்தகைக்கு எடுத்தல் மற்றும் முன்செலுத்தலை நிதியிடல் (Pre Dilivery Payment - PDP) பொருட்டு சீபரி நிறுவனத்திடமிருந்து ஆலோசனை சேவைகளை பெற்றுக்கொள்வதற்கு அனுமதி பெறுவதற்காக தயாரிக்கப்பட்டிருந்தது. அதில் பின்வரும் விடயங்கள் உள்ளடக்கப்பட்டிருந்தன.

i) A 330-300 விமானங்கள் 6 ஐ கொள்வனவு செய்வதற்கான உடன்படிக்கை ஒரு மாத காலப்பகுதிக்குள் ஒப்பமிட்டு முடிவுறுத்தப்பட வேண்டியுள்ளதால் இந்த உடன்படிக்கையை வரையுள்படுத்துவதற்கு சீபரி கம்பெனியுடன், புரிந்துணர்வு உடன்படிக்கை (MOU) ஒப்பமிடுதல் தேவையாகும்.

ii) அந்த கொள்வனவு செய்யும் உடன்படிக்கை கையொப்பமிட்ட பின்னர் விமானங்களுக்கான கிடைக்கப்பெறுதலுக்கு முன்னரான செலுத்தல் (Pre Dilivary Payments) மேற்கொள்ளுதல் வேண்டும்.

iii) **2014** ஒக்டோபர் மாதம் தொடக்கம் விமானங்களை பெற்றுக்கொள்வதற்கு உள்ளதுடன், இறுதியாக விமானங்கள் இரண்டை 2015 ஆம் ஆண்டு நடுப் பகுதயில் பெற்றுக்கொள்வதற்கு உள்ளதென்பது.

iv) 13/14நிதி ஆண்டில் கிடைப்பதற்கு முன்னர் செலுத்தல் **(PDP)** மேற்கொள்ள வேண்டிய மொத்த தொகை **68.25** மில்லியன் அமெரிக்க டொலர் ஆதல் வேண்டும்.

v) ஸ்ரீ லங்கன் விமானச் சேவைகள் கம்பெனியிடம் கிடைப்பதற்கு முன்னரான செலுத்தல் (PDP) நிதியடல் தொடர்பாக தற்கால குத்தகைகாரர்கள் இரண்டு பேர்களுடன் கலந்துரையாடப்பட்டதென்பதும், அதில் ஒவ்வொரு குத்தகைகாரரும் இந்த நிதியிடலுக்கு இணங்கியதென்பது.

vi) கிடைப்பதற்கு முன்னர் செலுத்தல்களுக்க போதியளவிலான பகுதிக்கு நிதியிடல் வழங்குவதற்கு விருப்பமான குத்தகைகாரரை தேடும் செயற்பாடு மிகவும் கஷ்டமான செயற்பாடு ஆதல் மற்றும் அது அத்தியாவசியமாவதால் அதற்கு அதிகளவிலான குத்தகைகாரர்களிடமிருந்து மாற்று சந்தரப்பங்களை பெற்றுக்கொள்ளதல் வேண்டும்.

vii) வங்கிமூலம் நிதி பெற்றுக்கொள்ளுதல் கஷ்டமான காரியம் என்பது மற்றும் இவ்விடயங்கள் காரணமாக ஆலோசனை கம்பெனியிடமிருந்து ஆலோசனை சேவைகளை பெற்றுக்கொள்வதற்காக, விமானங்களை பெற்றுக்கொள்வதற்கு நியமனம் செய்த குழு தீர்மானித்திருத்தல்.

viii) சீபரி ஆலோசனை நிறுவனத்திடமிருந்து இதுவரை வழங்கப்பட்ட சேவை தொடர்பாக திருப்தியடையாத முடியாதபடியால் விற்பனை செய்து மீண்டும் குத்தகைக்கு எடுத்தல் மற்றும் முன்செலுத்தல் நிதியிடல் (PDP) நிழ்ச்சித்திட்டத்திற்கு ஆலோசனை

சேவை பெற்றுக்கொள்வதற்கு திருத்தம் செய்யப்பட்ட விலை கணக்குகள் (Revised Offer) சமர்ப்பிக்கும்படி அந்த நிறுவனத்திடம் அறிவித்திருத்தல்.

7.8.4.1.2. மேற்படி ஆலோசனை சேவைக்காக மீண்டும் செலத்தாத பிடிப்பணமாக 35,000 அமெரிக்கா டொலரும், விமானங்கள் 6 இற்கும் குத்தகைகாரருடனான உடன்படிக்கை மேற்கொள்ளுதல் காரணமாக மொத்தம் 500,000 அமெரிக்கன் டொலர் Success Fee செலுத்துவதற்கும் பின்வருமாறு இணக்கம் தெரிவிக்கப்பட்டிருந்தது.

	அ.டொலர்
விமானங்கள் 1	125,000
விமானங்கள் 2	105,000
விமானங்கள் 3	90,000
விமானங்கள் 4	75,000
விமானங்கள் 5	60,000
விமானங்கள் 6	45,000
மொத்தம்	500,000

7.8.4.1.3. மேற்படி விடயங்கள்மீது சீபரி கம்பெனி A 330-300 வகையிலான விமானங்கள் 6 ஐ கிடைப்பதற்கு முன்னர் செலுத்தல் நிதியிடல் மற்றும் விற்பனை செய்து மீண்டும் குத்தகைக்கு எடுத்தல் தொடர்பாக ஸ்ரீ லங்கன் விமானச் சேவைகள் கம்பெனிக்காக ஆலோசனை கம்பெனியாக நியமனம் செய்வதற்கும்,கட்டணமாக நிலையான பிடிப்பணக் கட்டணம் 35,000ம் டொலரும், Success Fee ஆக 500,000 மும், நிபந்தனைகளின்கீழ் கொடுப்பனவு நிபந்தனைகளின்கீழ் நியமனம் செய்வதற்காக 2013 ஆம் ஆண்டு யூன் மாதம் 11 ஆந் திகதி பணிப்பாளர் சபையின் அனுமதி கிடைக்கப்பெற்றிருந்தது. (இணைப்பு 16)

7.8.4.1.4. அந்த 06 விமானங்களை விற்கப்பட்டு மீண்டும் குத்தகை முறைக்கு எடுப்பதற்கு குத்தகைகாரரொருவரை தெரிவு செய்து கொள்ள வேண்டி ஏற்பட்டது. அந்த நிதியிடல் நடவடிக்கைகளின் பொருட்டு ஆலோசனை உதவி தேவையாக இருந்தது. இந்த A 330-300 விமானங்களை கையகப்படுத்தல்,தெரிவு செய்தல், மதிப்பிடல், நடைமுறைப்படுத்தல் வரையிலான கலந்துரையாடல்கள் மற்றும் நிதியிடல் (Financing) ஆகிய மொத்த செயற்பாடுகளுக்கு சீபரி நிறுவனத்தின் ஆலோசனை சேவை பெற்றுக்கொள்வதற்கு பணிப்பாளர் சபை பத்திரம் சமர்ப்பித்திருப்பினும் 2012 ஆம் ஆண்டு சனவரி 23 ஆந் திகதி விமானங்களை நிதியிடல் தவிர்ந்த ஏனைய கடமைகளின் பொருட்டு ஆலோசனை சேவை பெற்றுக்கொள்வதற்கு அனுமதி (இணைப்பு 11) இல் வழங்கப்பட்டிருந்தது.

7.8.4.1.5. A 330 – 300 வகையின் 06 விமானங்களை நிதியிடல் செயற்பாட்டின் பொருட்டு சீபரி கம்பெனி 2011 ஆம் ஆண்டு நவம்பர் 11 ஆந் திகதி விமானங்களின் தொகுதியினை பெற்றுக்கொள்வதற்கு 1 ½ ஆண்டுகளுக்கு முன்னர் சமர்ப்பித்திருந்த பிரேரணையானது, ஏனைய பிரேரணைகளுடன் ஒப்புநோக்கும்போது ஏனைய தரப்புகள் வழங்கிய பிரேரணைகளில் ஒப்பீட்டு அளவில் சீபரி கம்பெனி நன்மை பயக்குவதால் அந்த நிறுவனத்தை தெரிவு செய்யப்படுதல் பொருத்தமானதென நிறைவேற்று அலுவலரும் நிதிப் பிரிவு தலைவரும் பரிந்துரை செய்திருந்தனர். 2012 ஆம் ஆண்டு சனவரி 11 ஆந் திகதி விமானங்களை கையகப்படுத்தல், தெரிவு செய்தல், மதிப்பிடல், கலந்துரையாடுதல் மற்றும் நடைமுறைப்படுத்தல் என்பவற்றுக்கு அந்த நிறுவனத்தினது ஆலோசனை சேவைகளை பெற்றுக்கொள்வதற்கு நியமனம் செய்திருந்த குழு 04 உறுப்பினர்களைக் கொண்டமைந்திருந்ததுடன். அதில் இரண்டு உறுப்பினர்கள் மட்டும் பரிந்துரை வழங்கியிருந்தனர்.

7.8.4.1.6. மேற்படி வகையின் 06 விமானங்களை கொள்வனவு செய்தல், விற்பனை செய்தல் மற்றும் மீண்டும் குத்தகைக்கு எடுத்தல் என்பவற்றுக்கு ஆலோசனை சேவைகளை பெற்றுக்கொள்வதன் பொருட்டு 504,068.44 டொலர் ரூபாவைசீபரி கம்பெனியிடம் பின்வருமாறு செலுத்தப்பட்டிருந்தது. (இணைப்பு 19)

செலுத்தப்பட்ட திகதி	செலுத்திய விலை(அ.டொலர்)	அந்நியச் செலாவணி	செலுத்திய தொகை ரூபா
2013/06/30	35,000.00	128.6	4,501,000
2013/08/08	445,000.00	130.15	57,916,750
2013/10/23	7,027.41	130.775	919,009
2013/06/13	17,041.03	130.775	2,228,541
மொத்தம்	504,068.44		65,565,300

7.8.4.2. **A 330-300 வகையின் 06 விமானங்களை கொள்வனவு செய்தல், விற்பனை செய்தல், மீண்டும் குத்தகைக்கு எடுத்தல் (Sale and Lease back) மற்றும் கிடைப்பதற்கு முன்னர் செலுத்தல் (Pre Delivery Payment) நிதியிடல் என்பவற்றுக்கு குத்தகை கம்பெனியை தெரிவு செய்தல்.**

7.8.4.2.1. மேற்படி செயற்பாட்டுக்காக குத்தகை கம்பெனியை தெரிவு செய்வதற்கு "சீபரி" ஆலோசனை கம்பெனியுடன் 2013 ஆம் ஆண்டு 26 அந் திகதி உடன்படிக்கை (இணைப்பு 18) மேற்கொள்ளப்பட்டிருந்ததுடன், 2013 ஆம் ஆண்டு யூலை மாதம் குத்தகை கம்பெனிகளிடம் சமர்ப்பிப்பதற்கு பிரேரணைகளை கோருதல் (Request for Proposals– RFP) சீபரி கம்பெனிமூலம் தயாரிக்கப்பட்டிருந்தது. அதில் உள்ளடக்கப்பட்டுள்ள பிரதான விடயங்கள் பின்வருமாறாகும்.

i) A 330-300 வகையின் 06 விமானங்களை 2014 மற்றும் 2015 ஆம் ஆண்டுகளில் குத்தகைக்கு எடுத்தல் வேண்டும்.

ii) குத்தகை காலவெல்லை 12 ஆண்டுகள் எனவும் கிடைப்பதற்கு முன்னரான செலுத்தல்

(Pre Delivery Payments) நிதியிடலுக்கு தேவையான குத்தகைகாரர்கள் தேவையாதல் வேண்டும்.

iii) கம்பெனி 2014/2015 ஆண்டுகளில் A 330-300 வகையின் 06 விமானங்களையும்2020/2021ஆண்டுகளில் A 350-900 வகையின் 04 விமானங்களையும் பெற்றுக்கொள்வதற்கு ஏற்புடையதாக கொள்வனவு செய்கின்ற உடன்படிக்கைகளை மேற்கொள்ளுதல் வேண்டும்.

iv) 2013ஆம் ஆண்டு ஆகஸ்ட் 23 ஆந் திகதி அல்லது அதற்கு முன்னர் A 330-300 விமானங்களை விற்பனை செய்து மீண்டும் குத்தகைக்கு எடுப்பதற்கு பிரேரணைகளை வழங்குதல் வேண்டும்.

v) ஸ்ரீ லங்கன் விமானக் கம்பெனிகளின் அலுவலர்களான நிதிப் பிரிவின் தலைவர்கள் மற்றும் சிரேஷ்ட கணக்காளர் ஆகியோரிடமும், சீபரி ஆலோசனை கம்பெனியின் முகாமைத்துவ பணிப்பாளர் மற்றும் உப தலைவர் ஆகியோரிடமும் மின் அஞ்சல்மூலம் பிரேரணைகளை சமர்ப்பித்தல் வேண்டும்

vi) பிரேரணைகளை சமர்ப்பித்து 04 வாரங்களுக்கு பின்னர் தெரிவு செய்தலை மேற்கொண்டு மேலும் 02 வாரங்களில் நிபந்தனைகளின் பத்திரம் இணைதல் நடைமுறைப்படுகின்றதெனவும் பிரேரணைகளை சமர்ப்பித்து 10 வாரங்களுள் உடன்படிக்கை மேற்கொள்ளுதல் வேண்டும்.

vii) 2014 ஆம் ஆண்டு திசெம்பர் 01 ஆந் திகதிக்கு முதலாவது கிடைப்பதற்கு முன்னர் செலுத்தல் (Pre Delivery Payments) நிதியிடல் வேண்டும்.

viii) பிரேரணைகளை ஏற்றுக்கொள்ளுதல் அல்லது நிராகரித்தல் என்பவற்றின் அதிகாரம் ஸ்ரீ லங்கன் விமானச் சேவை கம்பெனிகளிடம் உரித்தாகுதல் வேண்டும்.

ix) 2014 ஆந் திகதி தொடக்கம் 2017 ஆண்டு வரைA 330-200 மற்றும்A 340-300 விமானங்களை மீண்டும் கையளிப்பதற்கு பின்வருமாறு புதிய விமானங்களை பெற்றுக்கொள்வதற்கு திட்டமிடுதல் வேண்டும்.

ஆண்டு	மீண்டும் கையளிக்கப்பட வேண்டிய விமானங்களின் வகை	அதற்கு பெற்றுக்கொள்ள முடியுமான விமானங்களின் வகை	அளவு
2014/2015	A 340-300	A 330-200	3
2015/2016	A 340-300	A 330-300	3
2015/2016	A 330-200	A 350-900	1
2016/2017	A 330-200	A 350-900	3

7.8.4.2.2. 2013 ஆம் ஆண்டு நவம்பர் 20 ஆந் திகதி FIN/2013/14/113 ஆம் இலக்க பணிப்பாளர் சபை பத்திரிக்கையின்படி தயாரிக்கப்பட்ட பிரேரணைகளுக்கான கோரிக்கை (RFP) 2013 யூலை மாதத்தில் சர்வதேச குத்தகை கம்பெனிகள் 50 இற்கும் அதிகமான எண்ணிக்கைகளுக்கு அனுப்பியதாக ஆலோசனை கம்பெனி அறிவித்திருந்தது. அதன்படி விலை கோரல் மின் அஞ்சல்மூலம் பெயரிடப்பட்ட ஆலோசனை கம்பெனிகள் இரண்டு அலுவலர்களும் ஸ்ரீ லங்கன் விமானக் கம்பெனியின் இரண்டு அலுவலர்களிடம் சமர்ப்பிக்கும்படி அறிவிக்கப்பட்டிருந்தது. அதன்போது 15 அடிப்படை பிரேரணைகள் கிடைக்கப்பெற்றிருந்ததுடன். அதன் விபரங்கள் பின்வருமாறாகும்.

	குத்தகை கம்பெனியின் பெயர்	பிரேரணை சமர்ப்பித்திருந்த திகதி	திருத்தம் செய்த பிரேரணைகள் சமர்ப்பித்திருந்த திகதிகள்
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i)	Maquarie Air Finance ltd	2013/08/30	-
ii)	Air Castle	2013/08/30	2013/10/31
iii)	Aviation Capital Group	2013/08/31	-
iv)	GE Capital Aviation Services	2013/09/02	2013/09/24
v)	HKAC (Hong Kong Aviation Finance Capital)	2013/09/02	2013/09/03 2013/09/19 2013/10/15
vi)	MD Aviation Capital pvt Ltd	2013/09/02	-
vii)	Avoloan Aerosapce Dubai Limited	2013/09/30	2013/09/30
viii)	Fly Leasing limited	2013/09/02	2013/10/01 2013/10/15
ix)	Navas Aviation	2013/08/29	2013/10/09
x)	Awas Pte Limited	2013/08/26	-
xi)	Azraj Capital	2013/09/33	-
xii)	Aer cap Aviatio	2013/09/05	-
xiii)	Bank of Communications Leasing	தினம் குறிப்பிடப்பட்டிருக்கவில்லை	-
xiv)	Inception	-அதே-	-

7.8.4.2.3. அதன்போது கிடைக்கப்பெற்ற பதில் நடவடிக்கை மீது ஒவ்வொரு குத்'தகை கம்பெனிகளுடன் 2013 ஆம் ஆண்டு ஆகஸ்ட் மாதத்தில் கூட்டங்கள் நடாத்தப்பட்டிருந்தது. அதில் பின்வரும் 04 கம்பெனிகள் தெரிவு செய்யப்பட்டிருந்தது.

1. Hong Kong Aviation Capital Limited (HKAC)
2. GE Capital Aviation Services (GECAS)
3. Avalan Aerosapce Leasing Limited (Avalon)
4. Aircastle Singapore Private Limited (Aircastle)

7.8.4.2.4. மேற்படி பிரேரணைகளை மதிப்பிடும்போது பின்வரும் பிரதான அளவுகோள்கள் பயன்படுத்தப்பட்டன.

i) உபகரணங்களும் அடங்கலாக கையளிக்கப்படும் சந்தர்ப்பத்தில் அளிக்கப்பட்ட கொள்வனவு விலை

ii) எந்தவொரு மேலதிக காப்பீடு அல்லது நாணயக் கடிதத்தின் தேவைப்பாடு

iii) குத்தகை காலப்பகுதிக்குள் அறவிடப்படும் வரி மற்றும் ஏனைய செலவு

iv) கிடைக்கப்பெறுவதற்கான முன்னரான செலுத்தல்கள் (Pre Delivary Payment - PDP)நிதியிடலின் ஆற்றல்

v) சட்டத்துடனான, தொழில்நுட்ப, வழிநடாத்தல் நிபந்தனைகள் மற்றும் ஏனைய கட்டளைகள்

7.8.4.2.5. தெரிவு செய்வதற்கு தீர்மானிக்கப்பட்ட HKAC குத்தகை கம்பெனி சமர்ப்பித்திருந்த விலை கணக்குகள் மற்றும் விமானங்கள் வழங்க முடியுமான திகதிகள் பற்றிய விபரங்கள் பின்வருமாறாகும்.

கையளிக்கும் திகதி	கொள்வனவு விலை – கையளிக்கப்படும் திகதியில் (அ.டொலர்)
2014 திசெம்பர்	120,800,000
2015 பெப்ருவரி	121,400,000
2015 ஒக்டோபர்	125,000,000

விமானங்களின் குத்தகை காலவெல்லை 12 ஆண்டுகள், அதனடிப்படையில் குத்தகை தவணை பின்வருமாறு தீர்மானிக்கப்பட்டிருந்தது.

கையளிக்கும் திகதி	குத்தகை காலவெல்லை	குத்தகை வரி (அ.டொலர்)
2014 திசெம்பர்	ஆண்டுகள் 01 -06	1,144,705
	ஆண்டுகள்07- 12	1,033,437
2015 பெப்ருவரி	ஆண்டுகள்01 - 06	1,152,847
	ஆண்டுகள்07- 12	1,034,437
2015ஒக்டோபர்	ஆண்டுகள்01 – 06	1,200,362
	ஆண்டுகள்07– 12	1,029,437

இதன்போது, 03 மாதங்களிலான குத்தகை வரிக்கு சமமான பாதுகாப்பு வைப்பும், நாணயக் கடிதம் தயாரிப்பதற்கு(Letter of Credit execution) அமெரிக்கன் டொலர்120,000 மும், வரி மற்றும் கிடைக்கப்பெறுவதற்கு முன்னர் செலுத்தல் (PDP)ஆவணங்களை தயாரிப்பதற்காக ஒரு மாதத்திலான ஆரம்ப வரி வாடகையும், 03 நாட்களிலான கிடைக்கப்பெறுதலுக்கு முன்னரான செலுத்தல்(PDP) 03 மாதங்கள் சேர்ந்திருந்த வாடகையும், பேணுதல் ஒதுக்கத்திற்கும் இணங்கிய விகிதாசாரம் பிரகாரம் செலுத்தல் வேண்டும்.

7.8.4.2.6. 2013 ஒக்டோபர் மாதத்தில் மேற்படி 04 குத்தகை கம்பெனிகளின் கட்டளைகள் மற்றும் நபந்தனைகள் தொடர்பாக மேலும் கலந்துரையாடப்பட்டிருந்தது. அதன்போது கொள்வனவு விலை மற்றும் கிடைப்பதற்கு முன்னரான செலுத்தல்கள் (PDP)நிதியடல் அடிப்படை அளவுகோள்களாக கொண்டு 03 விமானங்களின் பொருட்டு பிரேரணைகள் கோரப்பட்டிருந்தது.

7.8.4.2.7. குத்தகை அடிப்படையின்மீது A 330-300 விமானங்கள் 05 பெற்றுக்கொள்வதற்கு HKAC கம்பெனி இணங்கியிருப்பினும், A 330-300 விமானங்கள் 03 இற்கு மட்டும் கிடைப்பதற்கு முன்னர் செலுத்தல் (PDP) நிதியிடலுக்கு இணக்கம் தெரிவிக்கப்பட்டிருந்தது. இதன்போது ஒரு விமானத்திற்கு 41.7 அமெரிக்க.மில்.டொலர் படி Airbus உற்பத்தி கம்பெனியிடம் செலுத்த வேண்டுமெனவும், அதில் நூற்றுக்கு 85 அதாவது 35 அமெ.மில்.டொலர் தெரிவு செய்யப்பட்ட குத்தகை கம்பெனியான HKAC கம்பெனியால் செலுத்துவதற்கும், எஞ்சிய அதாவது நூற்றுக்கு 15,ஸ்ரீ லங்கன் விமானச் சேவைகள் கம்பெனியிடம் செலுத்துவதற்கும் இணக்கம் தெரிவிக்கப்பட்டிருந்தது. அதனடிப்படையில் 03 விமானங்களுக்கு HKAC குத்தகை கம்பெனியால் 105 அமெரிக்கா மில்லியன் டொலரும்,ஸ்ரீ லங்கன் விமானச் சேவைகள் கம்பெனியால் 18 அமெரிக்க மில்லயின் டொலரும் கிடைப்பதற்கு முன்னர் செலுத்தலாக (PDP) செலுத்த வேண்டியிருந்தது.

7.8.4.2.8. 2013 ஆம் ஆண்டு யூலை மாதம் 24 ஆந் திகதிய FIN/2013/08/79 ஆம் இலக்க பணிப்பாளர் சபை பத்திரம்மூலம் பின்வரும் பரிந்துரைகள் சமர்ப்பிக்கப்பட்டிருந்ததுடன்,2013 ஆம் ஆண்டு யூலை மாதம் 30 ஆந் திகதயி பணிப்பாளர் சபை கூட்டத்தில் அந்த பரிந்துரைகள் அனுமதிக்கப்பட்டிருந்தன.

i) 2013 ஆம் ஆண்டு யூன் மாதம் 20 ஆந் திகதி ILFC நிறுவனத்துடன் A 350-900 03 விமானங்களை குத்தகை அடிப்படையில் பெற்றுக்கொள்ளுதல் மற்றும் A 330-300 விமானங்கள் 02 இன் பொருட்டு கிடைப்பதற்கு முன்னரான செலுத்தல்கள் (PDP) மேற்கொள்வதற்கும் பாதுகாப்பு வைப்புகளை செலுத்துவதற்குமான அனுமதி.

ii) A 330-300 விமானங்கள் 02 ஐ தொழிற்பாட்டு குத்தகை முறையின்கீழ் பெற்றுக்கொள்வதற்கு கலந்துரையாடும் பொருட்டு கம்பெனிக்கு அதிகாரம் கையளித்தல்.

iii) A 330-300 புதிய விமானங்கள் 02 ஐ எயார்பஸ் கம்பெனியிடமிருந்து ILFC கம்பனிக்கு அல்லது பெயரிடப்பட்ட நபர்களுக்கு கையளித்தல் மற்றும் நூற்றுக்கு 65 கிடைப்பதற்கு முன்னர் செலுத்தல் நிதியிடலுக்கான கலந்துரையாடலுக்கும் நடைமுறைப்படுத்தலுக்கும் கம்பெனிக்கு அதிகாரம் வழங்குதல்.

iv) A 350-900 03 விமானங்களின் பொருட்டு ILFC கம்பெனியிடமிருந்து தொழிற்பாட்டு குத்தகை முறைக்கு பெற்றுக்கொள்வதற்கு கம்பெனியிடம் அனுமதி வழங்குதல்.

7.8.4.2.9. மேற்படி பணிப்பாளர் சபை பத்திரத்தில் ILFC குத்தகை கம்பெனி A 330-300 வகையின் விமானங்கள் 02 இற்காக கிடைப்பதற்கு முன்னரான செலுத்தல்களில் 65% ஐ நிதியிடலின் பொருட்டு நிபந்தனையாகA 350-900 வகையின் விமானங்கள் 03 ஐ தொழிற்பாட்டு குத்தகை முறைக்கு பெற்றுக்கொள்வதற்கு உடன்படிக்கையில் உள்ளடக்கப்படுதல் வேண்டும். மேலும் கிடைப்பதற்கு முன்னரான செலுத்தல்கள் நிதியிடலின் பொருட்டு உடன்படிக்கை கைச்சாத்திடும் கட்டணமாக, சட்டக் கட்டணம் 90,000 டொலரும், கடன் தொகையில் 0.96% இற்கு சமமான ஒரு விமானத்திற்கு 250,000 டொலரும் என்ற வகையில் (கையளிக்கும் சந்தர்ப்பத்தில் - exit fee) ஆக மொத்தம் 590,000 டொலர் செலுத்த வேண்டுமெனவும் குறிப்பிடப்பட்டிருந்தது.

7.8.4.2.10.2013 ஆம் ஆண்டு நவம்பர் 20 ஆந் திகதிய FIN/2013/14/113ஆம் இலக்க பணிப்பாளர் சபை பத்திரம் மற்றும் அதனடிப்பயைடில் 2013 ஆம் ஆண்டு நவம்பர் 26 ஆந் திகதிய பணிப்பாளர் சபை தீர்மானம்மூலம் பின்வரும் நடவடிக்கைகளின் பொருட்டு அனுமதி வழங்கப்பட்டிருந்தது. (இணைப்பு 37)

i) 2013 ஆம் ஆண்டு நவம்பர் 01 ஆந் திகதி HKAC உடன் A 330-300 5 விமானங்களை கொள்வனவு செய்தல், விற்பனை செய்தல், மீண்டும் குத்தகை முறைக்கு பெற்றுக்கொள்ளுதல் ஆகிய நிபந்தனைகளுக்கு (Term Sheet) உள்ளடக்குவதற்கும், A 330-300 விமானங்கள் 03 ஐ கிடைப்பதற்கு முன்னர் செலுத்தலை நிதியிடலுக்கும் ஒரு விமானத்தின் பொருட்டு அடிப்படை வைப்பாக 150,000 அமெரிக்கா டொலர்படி செலுத்துவதை வழிமொழிதல்.

ii) A 330-300 வகையைச் சேர்ந்த 03 விமானங்களின் பொருட்டு கிடைப்பதற்கு முன்னரான செலுத்தலை நிதியிடலுக்கு நிதி பெற்றுக்கொள்வதற்கு எயார்பஸ் மற்றும் HKAC குத்தகை கம்பெனியுடன் கலந்துரையாடப்பட்டு தேவையான உடன்படிக்கைகளை மேற்கொள்ளுதல் மற்றும் நடைமுறைப்படுத்தலுக்கு அனுமதி வழங்குதல்.

iii) A 330-300விமானங்கள் 05 இற்கு விற்பனை செய்து மீண்டும் குத்தகைக்கு எடுத்தல் தொடர்பான தொழிற்பாடு கலந்துரையாடல்களுக்கும் உடன்படிக்கைகளை மேற்கொள்வதற்கும் அதிகாரம் வழங்குதல்.

7.8.4.2.11. மேற்படி விடயங்களின்படி A 330-300 வகையின் 06 விமானங்களை விற்பனை செய்து மீண்டும் குத்தகைக்கு எடுக்கும் முறையின்கிழ் ஒரு விமானம் எயார் லீஸ் கோபரேஷன் (Air lease Corporation) கம்பெனியிடமிருந்து 2013 ஆம் ஆண்டு யூலை மாதம் 24 ஆந் திகதிய FIN/2013/08/78 ஆம் இலக்க பணிப்பாளர் சபை பத்திரம்படி பெற்றுக்கொண்டிருந்ததுடன், அந்த கம்பெனியிடம் கிடைப்பதற்கு முன்னரான செலுத்தல் நூற்றுக்கு 100 நிதியிடல் மேற்கொள்ளப்படுவதாகவும், 2013 ஆம் ஆண்டு யூலை மாதம் 24 ஆந் திகதிய FIN/2013/08/78 ஆம் இலக்க பணிப்பாளர் சபை பத்திரத்தில்

குறிப்பிடப்பட்டிருந்தது. எஞ்சிய 05 விமானங்கள் Hong Kong Aviation Capital (HKAC) கம்பெனியிடம் குத்தகை அடிப்படையில் பெற்றுக்கொள்ளப்பட்டிருந்தது.

7.8.4.2.12. ஸ்ரீ லங்கன் விமானச் சேவைகள் கம்பெனி 2012 ஆம் ஆண்டு ஆகஸ்ட் மாதம் 28 ஆந் திகதி விமானங்களின் தொகுதியை மீண்டும் பெற்றுக்கொள்ளும் பணிக்காக பிரதான நிறைவேற்று அலுவலர் (CEO), பிரதான நிறைவேற்று அலுவலர்,(COO), நிதிப் பிரிவு தலைவர் (HOF) மற்றும் பொறியியல் பிரிவு தலைவர் (HOE) ஆகிய அலுவலர்களைக் கொண்டமைந்த குழுவொன்றை பணிப்பாளர் சபையால் நியமனம் செய்யப்பட்டிருந்தது. அந்தக் குழுசீபரி ஆலோசனை சேவை நிறுவனத்தின் உதவியை பெற்றுக்கொண்டு விமானங்கள், இயந்திரம் தெரிவு செய்தல், தொகுதியின் தேவைப்பாடு ஆகியவற்றை அடையாளம் காணப்பட்டு தகவல்கள் கோருதலை தயாரித்தல் ஆகிய பணிகளை நிறைவேற்றும் பொறுப்பு ஒப்படைக்கப்பட்டுள்ளது.

7.8.4.2.13. கம்பெனி A 330-300 விமானங்களை நிதியிடல் பணிக்காக அதாவது விற்பனை செய்தல், மீண்டும் குத்தகை முறையின்கீழ்(Sale and lease back) கொள்வனவு செய்கையில் ஆரம்பம் தொடக்கம் இறுதி வரை சீபரி ஆலோசனை சேவை நிறுவனத்தின் நிதியிடல் சேவையை பெற்றுக்கொள்வதற்கான உடன்படிக்கை திகதியான 2012 செப்தெம்பர் 06 ஆந் திகதி தொடக்கம் விமானங்களை பொறுப்பேற்ற இறுதி திகதியான 2015 ஆம் ஆண்டு திசெம்பர் 29 ஆந் திகதி வரை பணிக்காக 03க ஆண்டுகள் 03 மாதங்களிலான காலத்தை எடுக்கப்பட்டிருந்தது.

7.8.4.2.14. இணைப்பு 46 இல் குறிப்பிடப்பட்டுள்ள பிரேரணைகளின்படி முன்னரான செலுத்தல்கள் (PDP) நூற்றுக்கு நூறு Macquarie Air Finance ltd, Aviation Capital Group, GE Capital Aviation Services, ஆகிய 03 கம்பெனிகள் கிடைப்பதற்கு முன்னரான செலுத்தல்கள் நூற்றுக்கு நூறு நிதியடல் மேற்கொள்வதற்கு முடியுமெனவும், MDAviation Capital pvt Ltd, Bank of Communication leasing Inception மற்றும் Azraj Capital ஆகிய கம்பெனிகளும் கிடைப்பதற்கு முன்னரான செலுத்தல்களை நிதியிடல் மேற்கொள்ள முடியுமெனவும் HKAC குத்தகை கம்பெனி கிடைப்பதற்கு முன்னரான செலுத்தல்கள் நூற்றுக்கு 75 ஐ நிதியடல் மேற்கொள்ள முடியுமெனவும் குறிப்பிடப்பட்டிருந்தது.

7.8.4.2.15.A330-300 வகையின் விமானங்களை நிதியிடலின் பொருட்டு தெரிவு செய்த சீபரி ஆலோசனை சேவை நிறுவனத்தால் குத்தகைக கம்பெனிகளிடம் அனுப்பி வைக்கப்பட்ட பிரேரணைகளுக்கான கோரிக்கைகள் தயாரிக்கப்பட்டிருந்தது எவ்வாறெனில், (RFP) 03 விமானங்களை விற்பனை செய்து, மீண்டும் குத்தகைக்கு எடுப்பதற்கு ஆகும். அதற்கமைவாகவே குத்தகை கம்பெனிகள் தமது பிரேரணைகளை சமர்ப்பித்திருந்தது. ஆயினும்,HKACகுத்தகை கம்பெனி ஆரம்ப பிரேரணையில் 03 விமானங்களை

வழங்குவதற்கு உடன்பட்டதுடன், பின்னர் பிரேரணையை திருத்தம் செய்து 05 விமானங்களுக்கு சமர்ப்பித்திருந்தது.

7.8.4.3. A 330-300 வகையின் 06 விமானங்களை கொள்வனவு செய்து மீண்டும் குத்தகைக்கு எடுத்தல் 2006 ஆம் ஆண்டு சனவரி 25 ஆந் திகதி பெறுகை வழிகாட்டல் கோவை (பெ.வழி.கொ.) மற்றும் பெறுகை கைந்நூலுக்கு ஒழுங்கமைதல். (இணைப்பு 03)

7.8.4.3.1. பெ.வழி.கே. 1.2.1 பந்தி படி பெறுகையின் பொருட்டு சமமான மற்றும் ஆகக்கூடிய வாய்ப்புகளை வழங்குவதற்கும் வெளிப்படைத்தன்மை மற்றும் அந்தரங்கத்தன்மை பாதுகாப்பதற்கும் நடவடிக்கை மேற்கொள்ளுதல் வேண்டும்.

7.8.4.3.2. பெ.வழி.கோ 2.3.2 பந்திபடி திணைக்களத்தின் தலைவர்கள் மற்றும் கருத்திட்டங்களின் பணிப்பாளர்கள் போன்ற பெறுகை செயற்பாடுகள் ,பொறுப்புகளை கையாளுகின்ற அலுவலர்கள மற்றும் அவர்களுக்கு உதவும் பெறுகை நிபுணர்கள், ஆலோசகர்கள் மற்றும் ஏனைய பதவியினர் இப் பந்தியில் குறித்துரைத்து காட்டும் பொறுப்புகளை நிறைவேற்றுதல் வேண்டும்.

7.8.4.3.3. பெ.வழி.கோ 2.5.**1** பந்தி(அ) தொடக்கம் (ஈ) படி பெறுகை குழுக்களின் பொறுப்புகள் மற்றும் கடமைகள், பெறு.வழி.கோ. 2.6.1 பந்தியல் (அ) தொடக்கம் (இ) வரையில் குறிப்பிடப்பட்டுள்ள தொழில்நுட்ப மதிப்பீட்டுக் குழுக்களில் பொறுப்புகளும் கடமைகளும் நிறைவேற்றப்படும் வகையில் அந்தக் குழுக்களை நியமனம் செய்தல் வேண்டும்.

7.8.4.3.4. பெ.வழி.கோ. 2.7.1 பந்திபடி இந்த பெறுகையின் பெறுமதி பிரகாரம் அமைச்சரவையால் பெறுகை குழு நியமனம் செய்தல் வேண்டும்.

7.8.4.3.5. பெ.வழி.கோ. 2.11 (அ) மற்றும் (ஆ) பந்திபடி பெறுகை குழுவினதும் தொழில்நுட்ப மதிப்பீட்டுக் குழுவினதும் ஒவ்வொரு உறுப்பினருக்கும் கூட்டம் நடாத்தப்படும் இடம், திகதி மற்றும் நேரம் முன்னராக அறிவிக்க வேண்டுமென்பதுடன் பெறுகை நேர அட்டவணைக்கமைவாக குழு கூட்டம் நடாத்தப்படும் திகதி, நேரம் விதிக்கப்படுதல் வேண்டும்.

7.8.4.3.6. பெ.வழி.கோ. 3.4.1 பந்திபடி சர்வதேச போட்டியுடன்கூடிய விலை கோரலை மேற்கொள்கின்றபோது ஆகக்கூடிய வகையில் போட்டி நிலைமையை ஏற்படுத்துவதனை உறுதிப்படுத்துவதற்காக பல்வேறு ஊடகங்களில் வெளியிடப்படும் பெறுகை அறிவிப்புகள்மூலம் சர்வதேச ரீதியாக பிரச்சாரம் வழங்கப்பட வேண்டுமென்பதற்கு பெறுகை அமைப்பிற்கு விதிக்கப்பட்டுள்ளது.

7.8.4.3.7. பெ.வழி.கோ. 3.12 பந்திபடி

- ❖ விலை கோருபவர்களின் முன்னரான தகைமைகளை பரிசோதனை செய்கின்றபோது போதுமான அளவில் ஆற்றல்களும் வளங்கள்களும் உள்ளவர்களுக்கு மட்டும் விலை கோரல்களை சமரப்பிக்கும் வாய்ப்பை வழங்குவதனை இதன்மூலம் உறுதிப்படுத்தப்படுவதுடன்,
- ❖ பந்திபடி முன்னரான தகைமைகளின் பரிசோதனை மேற்கொள்ள வேண்டியிருப்பது, விரிவான பிரச்சாரம் வழங்குவதன்மூலமும் வழங்கப்பட்ட படிவத்தின்மீது தகவல்கள் கோருவதன் மூலமுமாவதுடன்,
- ❖ பந்திபடி முன்னரான தகைமைகளை பரிசோதனை செய்வதற்காக கவனத்தில் கொள்வதற்கு விருப்பம் தெரிவித்துள்ள எல்லா நிறுவனங்களிடமும் ஒப்பந்தத்தின் விடயவெல்லை தொடர்பாக தெளிவான கூற்று அனுப்பி வைக்கப்படுதல் வேண்டும்

7.8.4.3.8. பெ.வழி.கோ. 4.2.1 பந்திபடி றுகை அமைப்பினால் ஆகக்குறைந்தது 03 ஆண்டு காலப் பகுதிக்கு பெறுகை நடவடிக்கைகளை பட்டியலிடப்பட்டு பெறுகை திட்டம் தயாரித்தல் வேண்டும்.

7.8.4.3.9. பெ.வழி.கோ. 4.2.2 **(அ) (ஆ)** பந்திபடி பெறுகை நடவடிக்கைகள் ஆரம்பமாகும் சந்தர்ப்பத்திலிருந்து முடிக்கும் வரை ஒவ்வொரு பெறுகை நடவடிக்கைகளிலும் படிமுறைகளை கால அட்டவணைக்கமைவாக விபரிக்கும்ஆவணம் அல்லது பெறுகை நேர அட்டவணை தயாரித்தல் வேண்டும்.

7.8.4.3.10. பெ.நட.வழி கோ. 4.3.1 **(ஆ)** பந்திபடி அனைத்து சார்ந்த செலவுகள் உள்ளிட்டமொத்த செலவு மதிப்பீடொன்றை பெறுகை அமைப்பினால் தயாரிக்கப்பட வேண்டுமென்பதுடன், அதன் பெறுகைக்கான தயாராகும் நடவடிக்கைகளில் செலவுகள் மற்றும் ஒப்பந்தம் அளித்த பின்னர் ஏற்படும் நடவடிக்கைகளில் செலவுகளை வெவ்வேறாக குறிப்பிடப்படுதல் வேண்டும்.

7.8.4.3.11. பெ.வழி.கோ. 5.1 பந்தியின்படி விலை கோரல் ஆவணங்கள் அல்லது பிரேரணைகளுக்கான கோரிக்கைகள்(RFP) தொழில்நுட்ப விபரத் திட்டங்கள் அடங்களாக வரையுள்படுத்தல் பெறுகை அமைப்பினால் மேற்கொள்ளுதல் வேண்டும்.

7.8.4.3.12. பெறுகை செயற்பாட்டு கோவையில் 5.2.1 இன்படி சேவைகளுக்கு விலை கோரல் ஆவணங்களில் பின்வரும் ஆவணங்கள் உள்ளடக்கப்படுதல் வேண்டும்.

i) விலை கோரல் விபரங்கள்

ii) உடன்படிக்கை நிபந்தனைகள் / விசேட நிபந்தனைகள்

iii) சேவை பெறுநரின் தேவை

iv) உடன்படிக்கை படிவம்

v) விலை கணக்கு அட்டவணைகள்

vi) விலை கோரல் படிவம்

vii) மாதிரி பாதுகாப்பு படிவங்கள்/ முற்பணம் செலுத்தல் பாதுகாப்பு படிவங்கள்

7.8.4.3.13. பெ.வழி.கோ. 6.3 (அ) i, ii, iii, பந்திபடி விலைகோரல் சமர்ப்பிக்கும் அழைப்புமூலம் பதிவுத் தபாலில் அல்லது பெறுகை அமைப்பினால் அதிகாரம் வழங்கிய நபரொருவரிடம் விலை கோரல் சமர்ப்பித்தல் அல்லது முத்திரை இடப்பட்ட கேள்வி பெட்டியினுள் விலை கோரல்களை இடப்படுதல் வேண்டும்.

7.8.4.3.14. பெறு.வழி.கோ.6.3.3 (ஆ) பந்திபடி விலைகோருதலை முன்வைக்கின்றவர்கள் அல்லது அவர்களின் பிரதிநிதியாளர்கள் முன்னிலையில் ஒரே முறையில் விலை கோரல்கள் எல்லாவற்றையும் திறக்கப்படுதல் வேண்டும்.

7.8.4.3.15. பெ.வழி.கோ 6.3.2 பந்திபடி விலைகோருதல் ஆவணங்களில் குறிப்பிடப்பட்டுள்ள நேரத்தில் விலைகளை பெற்றுக்கொண்டு முடிவுறுத்தனப்பட வேண்டுமென்பதுடன், தாமதமாகி கிடைக்கப்பெறும் விலை கோரல்களை பொறுப்பேற்காது மீண்டும் அனுப்பி வைக்கப்படுதல் வேண்டும்.

7.8.4.3.16. பெ.வழி.கோ. 7.5.1 (அ) பந்தியில் குறிப்பிடப்பட்டுள்ளவாறு பெறுகை நேர அட்டவணைக்கமைவாகவும் விலைகோரல்களின் செல்லுபடியான காலவெல்லைக்குள்ளும் பெறுகை நடவடிக்கைகளை மேற்கொள்வதற்கு பெறுகை குழு முயற்சி எடுக்கப்படுதல் வேண்டுமென்பதுடன், தேவையான சந்தரப்பங்களில் செல்லுபடியான காலவெல்லையை நீடிப்பதற்கு முடியுமாகும்.

7.8.4.3.17. பெ.வழி.கோ 7.7.1 (அ) பந்தியின்படி கிடைக்கப்பெறும் விலைகோரல்களில் ஆகக்குறைந்த விலை கோரலை சமரப்பித்துள்ள விலையை தெரிவு செய்தல் விலைகோரலின் நோக்கமாகும்.

7.8.4.4. A 330-300 விமானங்கள் 06 ஐ கொள்வனவு செய்த பின்னர் அந்த விமானங்கள் கம்பெனியால் பயன்படுத்தும்போது 2014/15ஆண்டு தொடக்கம் 2016/17ஆண்டு மற்றும்2017 ஆகஸ்ட் வரை விமானப் பாதைகளின்படி செயலாற்றுகை பின்வருமாறாகும்.

குறைவான பங்களிப்புவிமானப் பதைகள்

விமானப் பாதை	ஆண்டின் பங்களிப்பு			
	2014/2015	2015/2016	2016/2017	2017Apr- Aug
CMB/MAA	-	(316)	-	(1,515)
CMB/TRV	-	(70)	(218)	(184)
CMB/COK	-	(108)	(287)	(274)
CMB/BLR	(31)	-	-	(48)
CMB/DAC	-	-	(18)	(261)
CMB/DEL	-	(38)	(1)	(15)
CMB/JED	-	(83)	-	(1,361)
CMB/SIN	-	(21)	(289)	(213)
CMB/KUL	-	(98)	(138)	(298)
CMB/CGK	-	-	(124)	(170)
CMB/BKK	-	-	(33)	(313)
CMB/BKK/HKG	-	-	(2,447)	(1,143)
CMB/BKK/CAN	-	-	(907)	(45)
CMB/KHI	-	-	(35)	-
CMB/BAH	-	-	(11)	-
CMB/KWJ	-	(622)	(1,915)	-
CMB/RUH	-	-	(2,738)	-
CMB/JED	(4)	-	(2,373)	-
CMB/CAN	-	(147)	(123)	-
CMB/PAE	-	(3,229)	(5,111)	-
CMB/LON	(129)	(1,447)	(11,043)	-
CMB/FRA	(33)	(3,245)	(5,126)	-
CMB/ROM	(10)	-	(235)	-
CMB/BOM	-	-	-	-
CMB/DXB	(24)	-	-	-
CMB/TYO	-	-	-	-
CMB/DME	(78)	-	-	-
CMB/KTM	(79)	-	-	-
CMB/MCT	(33)	-	-	-
CMB/HRI/BJS	(192)	-	-	-
CMB/HRI/PVG	(47)	-	-	-
	(660)	(14,571)	(33,172)	(5,840)

கூடிய பங்களிப்புடனான விமானப் பாதைகள்

விமானப் பாதை	ஆண்டின் பங்களிப்பு			
	2014/2015	2015/2016	2016/2017	2017Apr-Aug
CMB/MLE	81	1381	2,110	5,028
CMB/BAH	-	-	11	-
CMB/DOH	319	442	3,063	1,081
CMB/DVB	-	-	1,469	85
CMB/KWI	97	-	1,220	-
CMB/DMM	19	68	726	265
CMB/RUH	56	176	1,633	516
CMB/TYO	2,068	-	749	417
CMB/SHA	-	-	3,79	819
CMB/BJS	1,427	606	1,035	-
CMB/LON	-	-	492	-
CMB/MAA	109	-	-	14
CMB/BOM	4	-	-	11
CMB/BLR	-	60	-	4
CMB/BKK/CAN/ BKH	2,101	238	-	-
CMB/BKK/HKG/ BKK	155	157	-	-
CMB/HKG	-	52	-	-
CMB/KMG	-	91	-	-
CMB/PVG	956	1,443	-	-
CMB/PAR	95	-	-	-
CMB/SIN	49	-	-	-
CMB/KUL	22	-	-	-
CMB/CTU	167	-	-	-
CMB/HGH	536	-	-	-
	8,261	4,714	8,240	12,887
தேறிய பங்களிப்பு	7,601	(9,856)	(24,932)	7,047

மேற்படி அட்டவணைப்படி கொள்வனவு செய்யப்பட்ட A 330-300 வகையின் விமானங்கள் பயணித்ததன்மூலம் 2014/2015 ஆண்டின் தேறிய கூடியபங்களிப்பு அ.டொலர் 7,601 ம், 2015/2016 ஆண்டில் 9,856 ஆன தேறிய குறைந்தபங்களிப்பும் 2016/2017 ஆண்டில் 24,932 ஆன தேறிய குறைந்த பங்களிப்பும் 2017/2018 ஆண்டில் (ஏப்பிரல் தொடக்கம் ஆகஸ்ட் வரை) கூடிய பங்களிப்பும் வழங்கப்பட்டிருந்தது.

7.9. **A 330-300 விமானங்களின் பொருட்டு VIP அறைகளின் தொகுதிகளை பெற்றுக்கொள்ளுதல்**

7.9.1. விமானங்களை பெற்றுக்கொள்ளும் நிகழ்ச்சித்திட்டத்திற்கு ஏற்புடையதாக 2013 ஆம் ஆண்டு பெப்ருவரி 28 ஆந் திகதிய பணிப்பாளர் சபை பத்திரத்தில் இந்த VIP அறை தொகுதிகள் தொடர்பாக எதுவித குறிப்புகளையும் வைக்கப்படவில்லையென்பதுடன், அதற்கு ஏற்புயைடதான பணிப்பாளர் சபை தீர்மானத்திலும் அது தொடர்பாக விடயங்களை காட்டப்பட்டிருக்கவில்லை. எவ்வாறாயினும், அதனை அடிப்படையாகக்கொண்டு விமானங்களை பெற்றுக்கொள்ளும் நிகழ்ச்சித்திட்டத்திற்கான அமைச்சரவை அனுமதி பெற்றுக்கொள்வதற்கு தயாரிக்கப்பட்ட 2013 ஆம் ஆண்டு மார்ச் மாதம் 27 ஆந் திகதிய அமைச்சரவை விஞ்ஞாபனத்தில் குறிப்பிடப்பட்டுள்ள 2.7 பந்தியில் எயார்பஸ் கம்பனி தெரிவு செய்வதற்கான காரணங்களை காட்டப்பட்டிருந்ததுடன், 15 மில்லியன் அமெரிக்க டொலர் பெறுமதியிலான VIP அறை தொகுதியினை அரச பிரதானியால் மேற்கொண்ட உத்தியோகபூர்வ சுற்றுலாவில் பயன்படுத்துவதற்கு வழங்குவதாக காட்டப்பட்டிருந்தது. ஆயினும், இது தொடர்பாக மேற்கொள்ள வேண்டிய மேலதிக செலவு மற்றும் உள்ளடக்கப்பட வேண்டிய உடன்படிக்கைகள் தொடர்பாக எதுவித தகவல்களும் ஏற்புடைய அமைச்சரவை பத்திரிக்கையில் உள்ளடக்கப்பட்டிருக்கவில்லை.

7.9.2. பிரதானமாக A 330-300 விமானங்கள் 06 ஐ கொள்வனவு செய்வதற்காக எயார்பஸ் கம்பெனியுடன், 2013 ஆம் ஆண்டு யூன் மாதம் 18 ஆந் திகதியில் உடன்படிக்கை மேற்கொண்டிருந்தபோது, அதற்கு மேலதிகமாக VIP தொகுதியொன்றை அதனுடன் பெற்றுக்கொள்வதற்கு 2013 ஆம் ஆண்டு யூன் மாதம் 28 ஆந் திகதி மீண்டும் எயார்பஸ் கம்பனியுடன் உடன்படிக்கை மேற்கொள்ளப்பட்டிருந்தது. அதன்போது ஸ்ரீ லங்கன் விமானச் சேவைகள் கம்பனி இணங்கியிருந்த நிபந்தனைகள் பின்வருமாறாகும்.

i) 2014 ஒக்டோபர் மற்றும் திசெம்பர் மாதங்களில் கிடைக்கபெறுவதற்கிருந்த A 330-300 விமானங்கள்02 ஐ VIP விமானங்களாக பெற்றுக்கொள்வதற்கும், அந்த விமானங்களுக்கு பொருத்தக்கூடியவாறு ஒரு VIP அறை தொகுதி ஸ்ரீ லங்கன் விமானச் சேவைகள் கம்பெனியால் விண்ணப்பித்திருத்தல் மற்றும் அந்தVIP தொகுதி விமானக் கம்பெனிகளிடம் ஒப்படைத்த பின்னர் மூன்றாவது தரப்புமூலம் பொருத்துதல் மற்றும் அகற்றுதல் பணி மேற்கொள்ளுதல் வேண்டும்.

ii) எயார்பஸ் கம்பெனியின் A 330-300 விமானங்கள் 06 மற்றும் A 350-900 விமானங்கள் 04 ஐ கொள்வனவு செய்தல் காரணமாக எயார்பஸ் கம்பனியால் முதலாவது VIP விமானம் வழங்கியவுடன் 15 மில்லியன் அமெரிக்க டொலர் வரவுக் குறிப்பு "VIP Kit Credit Memorandum" என்ற பெயரில் விமானச் சேவையிடம் வழங்குதல் வேண்டும்.

iii) மேற்படி இணங்கிய A 350-900 ஒரு விமானமெனும் கொள்வனவு செய்தலை தவிர்த்திருப்பின் இந்த உடன்படிக்கை இரத்துச் செய்யும் முழுமையான உரிமை

எயார்பஸ் கம்பெனிக்கு உரியதாவதுடன், அதன்போது ஸ்ரீ லங்கன் விமானச் சேவைகள் கம்பெனியிடம் அவ்வாறு இரத்துச் செய்யப்படும் ஒரு A 350-900 விமானத்திற்கு 1.5 மில்லியன் அமெரிக்க டொலர் தொகையிலான பணமும் அதற்கு மேலதிகமாக நட்டஈடும் செலுத்த வேண்டும்.

iv) இந்தVIP தொகுதியை பொருத்துதல் மற்றும் அகற்றுதல் தொடர்பாக பிரிதொரு உடன்படிக்கைக்கும் A 350 உடன்படிக்கைக்கும் ஒப்பமிடுதல் வேண்டும்.

7.9.3. மேற்படி உடன்படிக்கை 2013 திசெம்பர் 02 ஆந் திகதி திருத்தம் செய்யப்பட்டிருந்ததுடன், அதன்போது மாற்றமடைந்த நிபந்தனைகள் பின்வருமாறாகும்.

i) ஆரம்ப உடன்படிக்கையில்VIP தொகுதியை தயாரித்து எயார்பஸ் கம்பெனியிடம் கையளித்த பின்னர் மூன்றாவது தரப்புகள்மூலம் பொருத்துதல் மற்றும் அகற்றுதல் நடவடிக்கைகள் மேற்கொள்ள வேண்டுமென குறிப்பிடப்பட்டிருப்பினும், திருத்தம் செய்யப்பட்ட உடன்படிக்கை பிரகாரம் இதற்கு எயார்பஸ் கம்பெனியுடன் பிரிதொரு "Outfitting Agreement" பெயரில் உடன்படிக்கை மேற்கொள்ளுதல் வேண்டும்.

ii) இந்த VIP விமானங்கள் 02 ஐ விமானக் கம்பெனிகளிடம் கையளிக்கும் சந்தர்ப்பத்தில் விற்பனையாளர், சிவில் விமானச் சேவைகள் அதிகார சபையில் பதிவு செய்ய வேண்டுமெனவும்,VIP தொகுதியை பொருத்துகின்றபோது கொள்வனவு செய்பவரின் அதாவது ஸ்ரீ லங்கன் விமானச் சேவைகள் கம்பெனி உரியதாகும் சிவில் விமானச் சேவைகள் அதிகார சபையில் மீண்டும் பதிவு செய்தல் வேண்டும்.

7.9.4. மேற்படி திருத்தம் பிரகாரம் அன்றைய திகதியில் எயார்பஸ் கம்பனி மற்றும் ஸ்ரீ லங்கன் விமானச் சேவைகள் கம்பெனிக்கிடையில் "Outfitting Agreement"என்ற பெயரில் VIP அறைத் தொகுதிகளின் நிருமாணிப்பு, தயாரிப்பு, பொருத்துதல், பரிசீலனை செய்தல், அறையின் உள்ளே அமைப்புகளை மேற்கொள்ளுதல் மற்றும் அதன் ஏனைய உபகரணங்களை பொருத்துதல் தொடர்பாக உடன்படிக்கை மேற்கொண்டிருந்ததுடன், அதில் உள்ளடக்கப்பட்டிருந்த நிபந்தனைகள் பின்வருமாறாகும்.

i) பிரதான VIP தொகுதிக்கு (Principal VIP Kit) மேலதிகமாகVIP தொகுதியினை (Secondory VIP Kit) கொள்வனவு செய்வதற்கு இணங்குதல்.

ii) VIP அறை தொகுதியில் (Outfitter) எயார்பஸ் கம்பெனி மற்றும் EASA (Eurpoean Aviation Safety Agency) மூலம் அங்கீகரித்துக்கொள்ளுதல் வேண்டும்.

iii) ஸ்ரீ லங்கன் விமானச் சேவைகள் கம்பெனிமூலம் வழங்கப்படும் உபகரணங்கள் தவிர்ந்த VIP அறை உருவாக்குவதன் பொருட்டு நிதிசார் செலவு முதலாவதுVIP விமானத்திற்காக 7.5 மில்லயின் அமெரிக்க டொலர் மற்றும் இரண்டாவது VIPவிமானத்திற்கு 7.5 அமெரிக்க மில்லியன் டொலர் ஆதல்.

iv) இதற்காக முன் செலுத்தலாக உடன்படிக்கை மேற்கொண்டவுடன்,0.5 அமெரிக்க மில்லியன் டொல், 2014 ஆம் ஆண்டு சனவரி 01 ஆந் திகதி 2 மில்லயின் அமெரிக்க டொலரும், 2014 ஆம் ஆண்டு திசெம்பர் 01ஹ ஆந் திகதி 4.75

அமெரிக்க மில்லியன் டொலரும் என்ற வகையில் மொத்தம் 7.25 அமெரிக்க மில்லியன் டொலர் VIP விமானங்கள் 02 இற்கு 14.5 அமெரிக்க மில்லியன் டொலர் ஸ்ரீ லங்கன் விமானச் சேவைகள் கம்பெனிமூலம் செலுத்த வேண்டுமெனவும், 15 அமெரிக்க மில்லியன் டொலர் VIP வரவுக் குறிப்பு இந்த முன்செலுத்தல் தீர்க்கப்படும்.

v) எயார்பஸ் கம்பெனிமூலம் வழங்கப்படும் விற்பனை இன்வொயிஸ் பிரகாரம் VIP தொகுதியின் இறுதி விலையில் முன்னரான செலுத்தல்களை கழிக்கப்பட்ட பின்னர் எஞ்சியதை விமானக் கம்பெனியால் VIP விமானங்களை பெற்றுக்கொள்வதற்கு முன்னர் செலுத்தப்பட வேண்டுமெனவும் VIP வரவுக் குறிப்பில் ஏதேனும் ஒரு பகுதி எஞ்சியிருப்பின் இறுதி விலையை தீர்ப்பதற்கு பயன்படுத்தல் வேண்டும்.

vi) VIP தொகுதிக்கு சிறிய மேலதிக பகுதிகள், பயிற்றுவிப்புகள், பொறுப்புச் சான்றிதழ்கள்/ பிணைகள், தொழில்நுட்ப மற்றும் தரவு ஆவணங்கள்,உடனடி மற்றும் பொறியியல் உதவி இலவசமாக எயார்பஸ் கம்பனியிடம் வழங்கப்படும்.

vii) முதலாவதுVIP விமானம் 2015 ஆம் ஆண்டில்22 ஆவது வாரத்திலும், இரண்டாவது வாரத்தில்VIP விமானம்2015 ஆம் ஆண்டில் 37 ஆவது வாரத்திலும் வழங்கப்படும்.

viii) முதலாவதுVIP விமானத்துடன், பிரதானVIP தொகுதி மற்றும் மேலதிகVIP தொகுதி பொருத்தமான கொள்கலனில் இட்டு ஸ்ரீ லங்கன் விமானச் சேவைகள் கம்பெனியின் A 330-300 விமானச் சரக்குகளின் தொழிற்பாட்டு இடத்திற்கு வழங்குதல் வேண்டும்.

ix) VIP அறைத் தொகுதி 04 பகுதிகளைக் கொண்டுள்ளதுடன், அதன் உள்ளடக்கம் பின்வருமாறு இருத்தல் வேண்டும். (இணைப்பு 38)

❖ படுக்கை அறை (Bed Room)	-	2 x 1.1 m கட்டில்கள்	02
	-	கோட் தாங்கி	01
	-	சயிட் போட்ஸ்	
	-	வீடியோ LCD	01
❖ அலுவலகம்(Office)	-	VIP தனி ஆசனம்	01
	-	அலுவலக மேசை	01
	-	03 கதவுகளைக் கொண்ட கபட்	
	-	வீடியோLCD	01
❖ கரத்தரங்கு(Conference)	-	க்லப் 04 ஆசனங்கள்	03
	-	VIP தனி ஆசனங்கள்	08
	-	மேசை(with foldable leafs)	03
❖ பாதுகாப்பு(Security)	-	VIP தனி ஆசனங்கள்	04
	-	மேசை(with foldable leafs)	02

7.9.5. VIP அறைகளின் தொகுதிகளில் உடன்படிக்கையை இரத்துச் செய்தல்.

மேற்படிVIP அறை தொகுதிகளின் உடன்படிக்கை 2015 ஆம் ஆண்டு பெப்ருவரி 24 ஆந் திகதி உடன்படிக்கைமூலம் இரத்துச் செய்யப்பட்டிருந்ததுடன், அதன்போது இணங்கியிருந்த நிபந்தனைகள் பின்வருமாறாகும்.

7.9.5.1. ஸ்ரீ லங்கன் விமானச் சேவைகள் கம்பெனியால் மேற்கொண்ட எழுத்திலான கோரிக்கைபடி இந்த உடன்படிக்கை இரத்துச் செய்யப்பட்டிருந்ததுடன், அதன்போது எயார்பஸ் கம்பெனியால் VIP அறை தொகுதிக்கு ஏற்புடையதாக வழங்கப்பட்டிருந்த 15 மில்லயின் அமெரிக்க டொலர் வரவு குறிப்பு VIP அறை தொகுதி நிருமாணிப்பதற்காக முற்றுமுழுதாக பயன்படுத்தப்பட்டு முடிவுறுத்தப்பட்டதாக.

7.9.5.2. அதன்படி"VIP Outfitting" உடன்படிக்கை இரத்துச் செய்யப்பட வேண்டுமென்பது

7.9.5.3. VIP தொகுதியை கொள்வனவு செய்யும் உடன்படிக்கையில் இணங்கிய பொறுப்புகளுக்கு ஸ்ரீ லங்கன் விமானச் சேவைகள் கம்பெனியை மேலும் இணங்குமென்பது,

7.9.5.4. VIP அறை தொகுதயின் முழுமையான எரிமை மேலும் எயார்பஸ் கம்பனிக்கு உரியதாகுமென்பது,

7.9.5.5. 2016 யூன் 30 ஆந் திகதிக்கு முன்னர் இந்த VIP அறை தொகுதி மூன்றாவது தரப்பிற்கு விற்பனை செய்வதற்கு அதிகாரம் எயார்பஸ் கம்பனியிடம் வழங்கப்பட்டிருந்ததுடன், அந்த மீள விற்பனைமூலம் கிடைக்கப்பெற்ற தொகையில் எயார்பஸ் கம்பெனியால் செலவிடப்பட்ட அனைத்து செலவுகளையும் குறைத்த பின்னர்எஞ்சிய தொகையின் பொருட்டு "VIP Kit Settlement Credit Memorandum" என்ற பெயரில் வரவு குறிப்பு ஸ்ரீ லங்கன் விமானச் சேவை கம்பெனியிடம் வழங்கப்பட வேண்டுமெனவும், எதிர்வரும் கொள்வனவுகளின்போது அந்த தொகை எயார்பஸ் கம்பெனியிடமிருந்து கழித்துக்கொள்ள முடியுமென்பது,

7.10. A 330-300 வகையின் ஒவ்வொரு விமானத்தையும் பாகிஸ்தான் சர்வதேச விமானக் கம்பெனியிடம் இடைக்கால குத்தகைக்கு வழங்குதல் (Sub Lease)

7.10.1. பாகிஸ்தான்சர்வதேச விமானக் கம்பெனியால் (PIA) விரிந்த உருவ அமைப்பினைக்கொண்ட விமானங்களின் Wet Lease அடிப்படையின்கீழ் குத்தகைக்கு பெற்றுக்கொள்வதற்குஇணைய தளத்தில் கேள்வி அறிவிப்பு (இணைப்பு 39) வெளியிடப்பட்டு முத்திரையிடப்பட்ட விலை கோரல் மேற்கொள்ளப்பட்டிருந்ததுடன், அதில் பின்வரும் விபரங்கள் உள்ளடக்கப்பட்டிருந்தன.

- ❖ விரிந்த உருவ அமைப்பினைக்கொண்ட நான்கு விமானங்கள் வரை Wet Lease அடிப்படையின்மீது விலைகோரல் மேற்கொள்ளப்படுவதாக.
- ❖ ஒரு விமானத்தில் ஆசனங்களின் கொள்ளளவு 230 ஆசனங்களுக்கு மேற்படல் வேண்டுமென்பது,

- ❖ பாகிஸ்தான் சர்வதேச விமானக் கம்பெனியிடம் (PIA) விமானத்தை விரைவாக பொறுப்பளித்தல் வேண்டும்
- ❖ 2013 ஆம் ஆண்டின் பின்னர் தயாரிக்கப்பட்ட விமானமாதல் வேண்டும்.
- ❖ குத்தகை காலவெல்லை 06 மாதங்கள் ஆதல் வேண்டும். **(**நீடித்துக் கொள்வதற்கு முடியும்**)**
- ❖ ஒரு விமானத்திற்கு மாதமொன்றுக்கு உறுதிப்படுத்திய 300 மணித்தியாலங்களின் பொருட்டு நிலையான கொடுப்பனவுகள் மேற்கொள்ளப்படுவதாக,
- ❖ வியாபார வகுப்பின் ஆசனங்களின் பொருட்டு முழுமையான மட்டமான கட்டில் - ஆசனங்கள் இருத்தல் வேண்டும. (Full Fat – Bed seats)
- ❖ 2016 யூன் மாதம் 20 ஆந் திகதி மு.ப. 11.00 மணிக்கு முன்னர் (பாகிஸ்தான் அங்கீகரிக்கப்பட்ட நேரத்தில்) விலை கோரல் சமர்ப்பிக்கப்படுதல் வேண்டுமென்பது**.**
- ❖ 2016 ஆம் ஆண்டு யூன் மாதம் 20 ஆந் திகதி மு.ப.12.00 மணிக்கு (பாகிஸ்தான் அங்கீகரிக்கப்பட்ட நேரத்தில்)முத்திரை இடப்பட்ட விலை கோரல்கள் திறக்கப்படுமென்பது,**.**

7.10.2. மேற்படி குறிப்பிடப்பட்ட கேள்விகளுக்கு பதில் நடவடிக்கையாக 2016 ஆம் ஆண்டு யூன் மாதம் 20 ஆந் திகதி ஸ்ரீ லங்கன் விமானச் சேவைகள் கம்பெனியின் பிரதான நிநைறவேற்று அலுவலரால் பாகிஸ்தான் சர்வதேச விமானக் கம்பெனியின் தாபிக்கப்பட்ட திட்டமிடல் பணிப்பாளரிடம் விலை கோரல் கடிதம் (இணைப்பு 40) ஆக சமர்ப்பிக்கப்பட்டதுடன், அதில் A 330-300 03 விமானங்களுக்கு விலை கோரல்களும், தொழில்நுட்ப மற்றும் நிதி பிரேரணைகளையும் உள்ளடக்கப்பட்டிருந்தது. இது தொடர்பாக கம்பெனியின் பிரதான நிறைவேற்று அலுவலரால் 2016 ஆம் ஆண்டு யூன மாதம் 29 ஆந் திகதி பணிப்பாளர் சபை அறிவிக்கப்பட்டிருந்தது.

7.10.3.1. 2016 ஆம் ஆண்டு ஆகஸ்ட் மாதம் 04 ஆந் திகதிய ENG/2016/08/73 ஆம் இலக்க அமைச்சரவை பத்திரிக்கை பிரகாரம்**(**இணைப்பு 41) Wet Lease மீது முதலாவது விமானம் 2016 ஆம் ஆண்டு ஆகஸ்ட் மாதம் 06 ஆந் திகதி வழங்குவதற்குள்ளதாகவும், அதன் உடன்படிக்கை காலம் மூன்று மாதங்கள் வரை வழங்குவதற்கு தேவைப்படும் அனுமதி சிவில் விமானச் சேவை அதிகார சபை மற்றும் பொது வியாபார அபிவிருத்தி அமைச்சிடமிருந்து பெற்றுக்கொண்டதாகவும் பணிற்றொகுதி மற்றும் இந்த பணியின் பாதுகாப்பை உறுதிப்படுத்துவதற்காக லாஹோர் மற்றும் இஸ்லாமாபாத் நகரங்களில் பாதுகாப்பு நிலைமை தொடர்பான சுயாதீன பாதகாப்பு மதிப்பீடு ஸ்ரீ லங்கன் விமானச் சேவை கம்பெனியால் மேற்கொண்டதாக குறிப்பிடப்பட்டிருந்தது.

7.10.3.2. இந்த உடன்படிக்கை காலப் பகுதியில் மாதமொன்றுக்கு ஆகக்குறைந்த 300 மணித்தியாலங்களின் பொருட்டு ஒரு மணித்தியாலத்திற்கு 8,100 அமெரிக்கன் டொலரும், 300 மணித்தியாலங்கள் கடக்கின்ற போது மேலதிக கட்டணமாக ஒரு மணித்தியாலத்திற்கு

7,600 அமெரிக்க டொலரும் செலுத்துவதற்கு பாகிஸ்தான் சர்வதேச விமானக் கம்பெனி இணங்கியுள்ளதாக குறிப்பிடப்பட்டுள்ளது. மேற்படி விமானக் கம்பெனிக்கு விமானம் கையளிப்பதற்கு முன்னர் அந்த கம்பெனிக்கு தேவையான வகையில் விமானத்தில் பூச்சு பூசப்பட்டு பொறுப்பளிக்க வேண்டுமெனவும், அதற்காக நிலைப்படுத்தல் செலவாக (Positioning cost) 36,000 அமெரிக்கா டொலரும் ஸ்ரீ லங்கன் விமானச் சேவைகள் கம்பெனியிடம் செலுத்துவதற்கு பாகிஸ்தான் சர்வதேச விமானக் கம்பெனி இணங்கியுள்ளதாகவும் குறிப்பிடப்பட்டிருந்தது.

7.10.3.3. அதனடிப்படையில் A 330-300 வகையின் 1604 ஆம் இலக்கவிமனாங்கள் Wet Lease முறையின் கீழ் 2016 ஆகஸ்ட் 03 ஆந் திகதி தொடக்கம் மூன்று மாத காலப்பகுதிக்கு குத்தகைக்கு வழங்குவதற்கு பணிப்பாளர் சபையின் அனுமதி கிடைக்கப்பெற்றுள்ளது.

7.10.4. பணிப்பாளர் சபையின் அனுமதி கிடைக்கப்பெற்ற பின்னர் 2016 ஆம் ஆண்டு ஆகஸ்ட் மாதம் 04 ஆந் திகதி உடன்படிக்கை மேற்கொள்ளப்பட்டிருந்தது.மேலும் ஏற்புடைய காலப்பகுதியான மூன்று மாதங்கள் முடிவடைந்த பின்னர் 2016 ஆம் ஆண்டு நவம்பர் 10 ஆந் திகதி தொடக்கம் 2017 ஆம் ஆண்டு பெப்ருவரி 09 ஆந் திகதி வரை உடன்படிக்கை காலம் நீடிக்கப்பட்டிருந்தது. (இணைப்பு 25)

7.10.5. Wet Lease உடன்படிக்கையில் குறிப்பிடப்பட்டுள்ள சில நிபந்தனைகள் சுருக்கமாக பின்வருமாறாகும்.

- ஸ்ரீ லங்கன் விமனாச் சேவைகள் கம்பெனியை குத்தகைக்கு வழங்கும்போது பிரதான குத்தகை வழங்குநரிடமிருந்து அனுமதி பெற்றுக்கொள்ள வேண்டும்
- ஸ்ரீ லங்கன் விமானச் சேவைகள் கம்பெனிக்கு பெற்றுக்கொள்ளும் செலவு ஆகக்குறைந்ததாக வேலை செய்யும் 04 நாட்களுக்கு முன்னராக வழங்க வேண்டும்.
- சிவில் விமானச் சேவைகள் அதிகார சபையின் பாதுகாப்பு மதிப்பீட்டு தடைநீக்கச் சான்றிதழ் பெற்றுக்கொள்ளுதல் வேண்டும்.
- இடத்திற்கு சேர்த்தல் செலவு மற்றும் பெற்றுக்கொள்ளும் செலவு ஆகிய இரண்டையும் குத்தகை கொள்வனவுகாரர் மேற்கொள்ளுதல் வேண்டும்.
- முதலாவது மாதத்தில் நிலையான கட்டணம் ஆரம்பித்த திகதிக்கு முன்னர் வேலை செய்யும் 03 நாட்களுக்குள் செலுத்தப்படுதல் வேண்டும்.
- ஆகக் குறைந்த 300 மணித்தியாலங்களுக்கு நிலையான கட்டணங்கள் ஒரு மணித்தியாலத்திற்கு அமெரிக்க டொலர் 8,100 ம், மேலதிக ஒரு மணித்தியாலத்திற்கு 7,600 அமெரிக்கன் டொலரும் செலுத்தப்படுதல் வேண்டும்.
- குத்தகை கொள்வனவாளர் செலுத்தப்பட வேண்டிய ஏதேனும் பணத்தை உரிய திகதியில் செலுத்தாது இருக்கும்போது அதற்காக 6.5 ஆன வருடாந்த வட்டியொன்றை 360 நாட்கள் என்ற அடிப்படையில் குத்தகைகாரருக்கு செலுத்த வேண்டும்.
- சிவில் விமான சேவைகள் அதிகார சபையிடமிருந்து விமானங்களின் தகவுத்திறன் சான்றிதழை பெற்றுக்கொண்டு உறுதிப்படுத்தல் வேண்டும்.

- ❖ விமான இயக்குநரிடமிருந்து உறுதிப்படுத்தல் சான்றிதழை (Valid Air Operator's Certificate) பெற்றுக்கொண்டு பேணுதல் வேண்டும்.

7.10.6. 2016 ஒக்டோபர் 27 ஆந் திகதிய பணிப்பாளர் சகையின் அனுமதிக்கமைவாக A 330-300 வகையின் விமானங்கள் 03 ஐ Dry Lease அடிப்படையில் பாகிஸ்தான்சர்வதேச விமான நிலையத்திற்கு வழங்குவதற்கு இணக்கம் தெரிவிக்கப்பட்டு மிக குறுகிய காலப் பகுதிக்கள் உடன்படிக்கைகளை கைச்சாத்திடுவதற்கு இணக்கம் தெரிவித்ததாக காட்டப்பட்டிருந்தது. எவ்வாறாயினும் பாகிஸ்தான் விமானச் சேவைகள் கம்பனி திடீரென விமான விபத்தை எதிர் நோக்கியதன் காரணமாக இந்த Dry Lease அடிப்படையின்கீழ் பெற்றுக்கொள்வதற்கு இணங்கிய 03 விமானங்கள் அல்லது Wet Lease அடிப்படையின்கீழ் பெற்றுக்கொள்வதற்கு இணங்கிய 02 விமானங்களை பெற்றுக்கொள்வதற்கு முடியவில்லை

7.10.7. அதன்படி கம்பெனியின் நிறைவேற்று அலுவலர், பிரதான தொழில்நுட்ப அலுவலர், பிரதான வர்த்தக அலுவலர் மற்றும் நிதிசார் பிரிவு தலைவர் ஆகியோரால் 2017 ஆம் ஆண்டு சனவரி மாதம் 25 ஆந் திகதி சமர்ப்பிக்கப்பட்ட CEO/2017/01/25 இலக்க பணிப்பாளர் சபை பத்திரத்தில் பின்வரும் விடயங்கள் உள்ளடக்கப்பட்டிருந்தன.

- ❖ A 330-200 விமானங்கள் (MSN 303, 306 மற்றும் 311) நீடிக்கப்பட்ட குத்தகை உடன்படிக்கைகள் முடிவடையும் வரை பேணிச் செல்லுதல்.
- ❖ ஆகக்குறைந்தது A 330-300 விமானங்கள் இரண்டாவது Dry Lease அடிப்படையின் பேரில் பாகிஸ்தான் சர்வதேச விமானக் கம்பெனியிடம் வழங்குவதற்கு கலந்துரையாடுதல்.
- ❖ ஏனையA 330-300 விமானங்கள் 03 ஐ பாகிஸ்தான் சர்வதேச விமானக் கம்பெனியிடமிருந்து பெற்றுக்கொள்ளாத படியால் (MSN 1564, 1583 மற்றும்1604) மாற்று குத்தகை கொள்வனவாளரை தெரிவு செய்தல்.

8. **கணக்காய்வு அவதானிப்புகள்**

8.1. **2010ஆம் ஆண்டு 14 ஆம் இலக்க சிவில் விமானச் சேவைகள் சட்டத்தின் ஏற்பாடுகளுக்கு ஒழுங்கமையாமை**

8.1.1. மேற்படி7.1.3.2 Iஇல் குறிப்பிடப்பட்டுள்வாறு சம்பந்தப்பட்ட அமைச்சரிடம் அவ்வாறு அலுவல்கள் கையளிக்கப்பட்டிருப்பினும், 2017 மார்ச் 16 ஆந் திகதி போக்குவரத்து மற்றும் சிவில் விமானச் சேவைகள் அமைச்சு, சிவில் விமானச் சேவைகள் அதிகார சபை, விமான நிலையங்கள் மற்றும் விமானச் சேவைகள் (ஸ்ரீ லங்கா) கம்பெனி, சட்ட மா அதிபர் திணைக்களம், இலங்கை விமானச் சேவை, இலங்கை விமானப் படை, விமானச் சேவை முகவர்களின் சபை என்பவற்றைக் கொண்டமைந்த குழுமூலம் தேசிய சிவில் விமானச் சேவைகள் கொள்கையின் வரையுள் (இணைப்பு 28) மட்டும் தயாரிக்கப்பட்டிருந்தமை தவிர்ந்த, கணக்காய்வு மேற்கொண்ட திகதியில் 2018 சனவரி 25 ஆந் திகதி வரை உரிய பரிந்துரைகள் அமைச்சரவையிடம் சமர்ப்பித்து அனுமதி பெற்றுக்கொள்வதற்கு நடவடிக்கை மேற்கொள்ளப்படவில்லை.

8.1.2. மேலும் இலங்கையின் பொருளாதார மற்றும் சமூக விடயங்களை நீண்டகாலமாக கவனத்தில் கொண்டு பார்த்து,பொருத்தமான விமான பயணிகள், பொருட்களின் போக்குவரத்து உள்ளிட்ட விமானப்பயணங்களின் பொருட்டு தேசிய கொள்கை அடையாளம் காணப்படவில்லை.
இலங்கைக்கு ஏற்புடையதாக சிவில் விமானச் சேவைகள் கொள்கை இல்லாமை காரணமாக ஸ்ரீ லங்கன் விமானச் சேவையிடம் பிரதானமாக பின்வரும் தாக்கங்கள் ஏற்பட்டிருந்தமை அவதானிக்கப்பட்டது.

I விமானங்களை பேணுதல் மற்றும் பழுதுபார்த்தல் நடவடிக்கைகளின் பொருட்டு அரச அனுசரணை வழங்க வேண்டுமென வரையுளில் காட்டப்பட்டிருப்பினும் கிடைக்கப்பெறும் அரச அனுசரணை குறைவாக மிகவும் மட்டுப்படுத்தியிருத்தல்

II விமானங்களின் எரிபொருள் செலவை குறைத்துக்கொள்வதற்காக தனியார் நிறுவனங்கள்மூலம் எரிபொருள் கொண்டுவருவதற்கு வரையுள்படுத்திய கொள்கையில் உள்ளடக்கப்பட்டிருப்பினும், கணக்காய்விற்கு உட்படுத்திய திகதி வரை விமானங்களின் எரிபொருள் இலங்கை பெற்றோலியக் கூட்டுத்தாபனம் மூலம் கொண்டுவருதல்.

III அரச – தனியார் கூட்டு வியாபாரங்களை ஏற்படுத்துவதன்மூலம் வெளிநாட்டு முதலீடுகளை நூற்றுக்கு 90 வரை பெற்றுக்கொண்டு விமானச் சேவைகளின் தொழிற்பாட்டு நடவடிக்கைகள், விமானங்களின் பேணுதல் மற்றும் பழுதுபார்த்தல்

நடவடிக்கைகள், உணவு வழங்குதல் மற்றும் விமானச் சேவைகளின் பயிற்சி நடவடிக்கைகள் என்பவற்றை விரிவாக்குவதற்கும் அபிவிருத்தி செய்வதற்கும் வரையுள்படுத்திய கொள்கையில் உள்ளடக்கப்பட்டிருப்பினும், அவ்வாறு பணியாற்றப்படாமை காரணமாக விமானச் சேவை அரச வங்கி ஊடாக அதிகளவிலான கடன் தொகையைபெற்றுக்கொண்டுஅரசாங்கத்தின்மீதே தங்கியிருந்தது.

8.1.3. மேற்படி7.1.3.2 III இல் குறிப்பிடப்பட்டுள்ள சேவை வழங்குதலுக்காக அனுமதிப் பத்திரங்கள் சிவில் விமானச் சேவைகள் அதிகார சபையிடம் கணக்காய்விற்கு உற்படுத்திய திகதியாகிய 2017 நவம்பர் 20 ஆந் திகதி வரை பெற்றுக்கொள்ளப்படவில்லை.

8.2. **கம்பெனியின் தொழிற்பாட்டு பெறுபேறுகள் தொடர்பான அவதானிப்புகள்**

8.2.1. மேற்படி 7.4.2 மற்றும் 7.4.3 பந்திகளில் குறிப்பிடப்பட்டுள்ள அட்டவணைகளில் காட்டப்பட்டுள்ளவாறு ஸ்ரீ லங்கன் விமானச் சேவைகள் கம்பெனி தொடர்ச்சியாக நட்டத்தை அடைந்ததன் காரணமாக அதன் தேறிய சொத்துக்கள் குறைவான பெறுமதியைக் கொண்டிருந்ததுடன், இது தொடர்ச்சியாக விருத்தியடைந்து 2017 ஆம் ஆண்டு மார்ச் 31 ஆந் திகதியில் 115,767 மில்லியன் ரூபா குறைவான பெறுமதியைக் கொண்டிருந்தது. இந்த நிலைமை மேலும் தீவீரமடைவதற்கு A 350 வகையின் 04 விமானங்களை தொழிற்பாட்டு குத்தகை அடிப்படையின்மீது பெற்றுக்கொள்ளும் உடன்படிக்கை இரத்துச் செய்ததன் காரணமாக செலுத்தப்பட வேண்டி ஏற்பட் 16,924 மில்லயின் ரூபாவிலான நட்டஈட்டு தொகை, (இணைப்பு 43) விமானங்களை கொள்வனவு செய்வதனை இரத்துச் செய்வதற்கு ஆலோசனை சேவை பெற்றுக்கொள்வதன் பொருட்டு செலுத்தப்பட்ட 99.2 மில்லயின் ரூபாவும், சட்ட ஆலோசனை சேவை பெற்றுக்கொள்வதற்காக செலுத்தப்பட்ட 34.9 மில்லயின் ரூபா அடங்கலாக மொத்தம் 17,058.1 மில்லயின் ரூபாவிலான நட்டம் காரணமாகியது. மேலும், A 350 எயார்பஸ் வகையின் 04 விமானங்களை கொள்வனவு செய்யும் உடன்படிக்கையும் இரத்துச் செய்தல் தொடர்பாக தற்போது தீர்மானிக்கப்பட்டுள்ளதாலும், அதற்கு செலுத்தப்பட வேண்டிய நட்டதொகை இதுவரை இணங்கப்படாமையாலும் எதிர்வருங் காலத்தில் பாதகமான நிதிசார் நிலைமை விருத்தியடையலாம்.

8.2.2. மேலும் நிறுவனம் தொடர்ச்சியாக செயற்பாட்டு மூலதனப் பிரச்சினையை எதிர் நோக்கியுள்ளதுடன், 2017 ஆம் ஆண்டு மார்ச் மாதம் 31 ஆந் திகதி இந்த நிலைமை விருத்தியடைந்து 26,973 மில்லியன் ரூபாவிலான நடைமுறை சொத்துக்களை கடந்து நடைமுறைப் பொறுப்புகளின் அளவு 99,329 மில்லயின் ரூபாவாக இருந்தது. இந்த பாதகமான நிலைமைகள் நிறுவனத்தின் தொடர்ச்சியான நிலைமைக்கு எச்சரிக்கையாக இருந்தது என அவதானிக்கப்பட்டது.

8.2.3. மேற்படி7.4.2 மற்றும் 7.4.3 பந்தியில் குறிப்பிடப்பட்டுள்ளவாறு கம்பெனியின் கடந்த ஆண்டுகளின் தொழிற்பாட்டு பெறுபேறுகள் மற்றும் தேறிய சொத்துக்களின் நிலைமை தொடர்ச்சியாக பாதகமான நிலையில் இருக்கும்போது கம்பெனியால் 2013 ஆம் ஆண்டில் மொத்த பெறுமதி 296,279 மில்லியன் ரூபாவில் பெற்றுக்கொள்ளும் செயற்பாடு முறையாகவும் யதார்தமானதும் கற்கையின் பின்னர் கேள்விக்குரியதாகியது.

8.3. **கம்பனி தயாரித்திருந்த ஐந்தாண்டு உபாய முறையிலான திட்டம் தொடர்பான அவதானிப்புகள்**

8.3.1. மேற்படி 7.5.2 பந்தியில் குறிப்பிடப்பட்டுள்ள 2010/2011 - 2014/2015திட்டம் தயாரிப்பதற்காக முறையான அதிகாரத்துடன்கூடிய பணிப்பாளர் சபையின் தீர்மானம் கணக்காய்விற்கு சமர்ப்பிக்கப்படவில்லை. மேலும் அந்த திட்டம் தயாரிக்கப்பட்ட நபர்/ நபர்கள் தொடர்பான விபரங்கள் அவர்களின் தகைமைகள், கொடுப்பனவுகள் மற்றும் காலவெல்லை என்பவற்றின் விபரங்களுக்கும் கணக்காய்விற்கு சமர்ப்பிக்கப்படவில்லை.

8.3.2. மேற்படி 7.5.3.1 படி கம்பெனியின் தலைவர் அவர்களால் தமது உபாய முறையிலான வியாபார திட்டத்தை உறுதிப்படுத்திக்கொள்ளும் செயற்பாட்டினை முன்கொண்டுச் செல்வதற்கு குழுவொன்று நியமனம் செய்யப்பட்டிருப்பினும், ஆலோசனைக் கம்பெனிகள் 4 மூலம் அனுப்பி வைக்கப்பட்டிருந்த பிரேரணைகளை மதிப்பீடு செய்து அது தொடர்பான அறிக்கை மேற்படி குழுவால் தயாரிக்கப்படவில்லை. மேலும் 2010 ஆம் ஆண்டு ஒக்டோபர் 19 ஆந் திகதி இது தொடர்பில் பணிப்பாளர் சபை பத்திரம் மட்டும் தயாரித்து மேற்படி இரண்டு குழு உறுப்பினர்களின் கையொப்பத்துடன் அனுப்பி வைக்கப்பட்டிருந்தது. இந்தக் குழு அறிக்கை எந்த அடிப்படையில் மேற்கொண்ட மதிப்பீடு என்பது தொடர்பாக உறுதிப்படுத்தப்படவில்லை.

8.3.3. மேற்படி 7.5.3.1 பந்தியில் குறிப்பிடப்பட்டுள்ள பணிப்பாளர் சபை பத்திரிக்கையில் தெரிவு செய்யப்பட்ட ஆலோசனை கம்பெனி தவிர்ந்த ஏனைய ஆலோசனை கம்பனிகள்மூலம் சமர்ப்பிக்கப்பட்டிருந்த விலை கணக்குகள் உள்ளடக்கப்படவில்லையென்பதுடன்,VIA Capital சமர்ப்பித்திருந்த விலை கணக்குகளும் பின்னர் கையால் மாற்றங்களைசெய்திருந்தமை அவதானிக்கப்பட்டது. இந்த கம்பெனிகளுடன் நிதிசார் நிபந்தனைகள் தொடர்பாக கலந்துரையாடல் பொறுப்பை குழு உறுப்பினரான திரு.மனிலால் பிரணாந்து, பிரதான நிறைவேற்று அலுவலர், நிதிசார் பிரிவின் தலைவர் ஆகியோருடன் இணைந்து பொறுப்பேற்று கம்பெனி சமர்ப்பித்திருந்த 499,825 அமெரிக்கா டொலர் விலையை 450,000 அமெரிக்க டொலர் விலை வரை குறைத்துக்கொள்ளப்பட்டிருந்தது. ஆயினும் அந்த கலந்துரையாடுகள் குறிப்புகள் எதுவும் கணக்காய்விற்கு சமர்ப்பிக்கப்படவில்லை.

8.3.4. இந்த ஆலோசனை பணியை பெற்றுக்கொள்வதற்கு 12 நிறுவனங்களிடமிருந்து விலை கணக்குகள் கோரப்பட்டிருப்பினும், விலை கோருவதற்கு அந்த நிறுவனங்கள் தெரிவு செய்யப்பட்ட முறை தொடர்பான தகவல்கள் கணக்காய்விற்கு சமர்ப்பிக்கப்படவில்லை.

8.3.5. மேலும் மேற்படி ஆலோசனை சேவைகளை பெற்றுக்கொள்வதற்கு மதிப்பிடப்பட்ட கட்டணங்களின் எல்லை தீர்மானிக்கப்பட்டிருப்பினும், அந்த எல்லை தீர்மானிக்கப்பட்ட அடிப்படை உறுதி செய்து கொள்வதற்கு போதியளவு சாட்சிகள் கணக்காய்விற்கு சமர்ப்பிக்கப்படவில்லை.

8.3.6. இந்த பிரேரணைகளின் பொருட்டான கோரிக்கைகள் (RFP) உரிய படிவம் பிரகாரம் தயாரிக்கப்படவில்லையெனவும், முன்னர் தீர்மானிக்கப்பட்ட அளவுகோள்களை அடிப்படையாகக்கொண்டு இந்தப் பிரேரணைகளை மதிப்பீடு செய்யப்படவில்லையெனவும் அவதானிக்கப்பட்டது. மேலும் ஆலோசகர்களின் முன்னரான கடமைப் பொறுப்புகள் தொடர்பான மதிப்பீடுகள், பணிற்றொகுதியின் தகைமைகள் மற்றும் அறிவு ஆகிய விடயங்கள் தொடர்பான மதிப்பீடும் மேற்கொள்ளப்படவில்லை.

8.4. **VIA கெப்பிற்றல்மூலம் உறுதிப்படுத்திய ஐந்தாண்டு உபாய முறையிலான திட்டம் நடைமுறைப்படுத்தல் தொடர்பான அவதானிப்புகள்**

மேற்படி7.5.3.2. பந்தியில் குறிப்பிடப்பட்டுள்ள கம்பெனியை மீள்தாபிக்கும் முன்மொழிவுகள் உள்ளடக்கிய (அதாவது 3 புதிய கம்பெனிகள் அடங்கலாக) மொத்த திட்டம் பொருட்டு அமைச்சரவை அனுமதி பெற்றுக்கொள்வதற்கு நடவடிக்கை மேற்கொள்ளப்படவில்லையென்பதுடன், 510 மில்லியன் அமெரிக்க டொலர் அரசாங்கத்தின் மூலதன உற்பத்தியுடன் சம்பந்தப்பட்ட பகுதிகளுக்கு மட்டும் அமைச்சரவை அனுமதி (இணைப்பு 10) பெற்றுக்கொள்ளப்பட்டிருந்தது.

8.5. **மீள்தாபிக்கும் துறைகள் தொடர்பான அவதானிப்புகள்**

மேற்படி7.5.3.4.1 பந்தி பிரகாரம்,

8.5.1. ஸ்ரீ லங்கன் விமானச் சேவைகள் கம்பெனிமூலம் ஆலோசனை கம்பெனியொன்றில் சான்றுப்படுத்தலையும் பெற்றுக்கொண்டு தயாரிக்கப்பட்டிருந்த திட்டம் பிரகாரம்,மீண்டும் மூலதனம் பெற்றுக்கொள்வதற்கு முன்மொழியப்பட்டிருந்த முறையிலிருந்து முற்றுமுழுதாக வேறுபட்டு அமைச்சரவை விஞ்ஞாபனம்மூலம் நிதி பெற்றுக்கொள்வதற்கு கோரப்பட்டிருந்தது. விபரங்கள் பின்வருமாறாகும்.

(அமெரிக்க டொலர் மில்லியன்)

ஆண்டு	திட்டம் பிரகாரம் மூலதனம் பெற்றுக்கொள்ளுதல்	அமைச்சரவை விஞ்ஞாபனம்மூலம் கோரப்பட்ட மூலதனம்	
		ஸ்ரீ லங்கன் விமானச் சேவை	மிஹின் லங்கா விமானச் சேவை
2011/12	287	100	10
2012/13	183	100	10
2013/14	40	100	-
2014/15	-	100	-
2015/16	-	100	-
மொத்தம்	510	500	20

தலைவர் அவர்களின் பதிலுக்கமைவாக பொது திறைசேரியுடன் கலந்துரையாடப்பட்டு அமைச்சரவை விஞ்ஞாபனம் தயாரிக்கப்பட்டிருந்தது. பொது திறைசேரியிடம் அந்தச் சந்தர்ப்பத்தில் நிதி வழங்கும் ஆற்றல் இல்லாத படியால், அவர்களின் ஆலோசனை பிரகாரம் இவ்வாறு 05 ஆண்டுகளில் நிதி பெற்றுக்கொள்வதற்கு முடியுமானவாறு விஞ்ஞாபனம் தயாரிக்கப்பட்டிருந்தது.

8.5.2. மேலும் மேற்படி திட்டம் பிரகாரம் அரசாங்கத்தால்மீண்டும் மூலதனம் திரட்டுதல்மூலம் பெற்றுக்கொள்ளப்பட்ட நிதியை திட்டமிடப்பட்ட அமைப்பிற்கு, வேறுப்பட்ட அமைப்பில் பெற்றுக்கொள்வதற்கு அமைச்சரவை பத்திரிக்கைமூலம் அனுமதி பெற்றுக்கொள்ளப்பட்டிருந்தமை அவதானிக்கப்பட்டது. விபரங்கள் பின்வருமாறாகும். (உதாரணம் செயற்பாட்டு மூலதன தேவைப்பாடு, வெளிநாட்டு சென்றவர்களுக்கான கடன் செலுத்தல்))

தேவை	அமைச்சரவை பத்திரிக்கை பிரகாரம் விண்ணப்பிக்கப்பட்டிருந்த தொகை	திட்டத்திற்கு அமைவானக தொகை
	(அ.டொலர் மில்லியன்)	(அமெரிக்க டொலர் மில்லியன்)
விமானங்களின் தொகுதியை பெற்றுக்கொள்ளுதல்	230	230.2
விசேட வியாபார பிரிவுகளின் பொருட்டு மொத்த மூலதன செலவு (மத்தளை, இரத்மலானை BIA)	81	81.1
செயற்பாட்டு மூலதனத்தின் தேவைகள்	94	64.6
கடனாளிகளின் செலுத்தல்கள்		
i) பெற்றோலியக் கூட்டுத்தானம்	28	
ii) ஏனைய	15	
வங்கி கடன்/ வங்கி மேலதிகப் பற்று	52	52.0
வெளிநாடு சென்றுள்ளவர்களின் பொருட்டான கடன் செலுத்தல்	-	72.8
மொத்த நிதி தேவை	500	500.7

8.5.3. மேலும் மேற்படி குறிப்பு பிரகாரம், அங்கீகரிக்கப்பட்டிருந்த 500 மில்லியன் ரூபா வழங்கப்பட்டிருந்ததுடன், 375 மில்லயின் ரூபாவிலிருந்து 355.5 மில்லியன்ரூபா பின்வரும் பந்தியில் குறிப்பிடப்பட்டுள்ளவாறு பெற்றோலயிக் கூட்டுத்தாபனத்தின் கடன் தீர்ப்பதற்கு பயன்படுத்தப்பட்டிருந்தது.

அதாவது, மொத்த நிதி தேவையான 500 அமெரிக்கன் மில்லியன் டொலரிலிருந்து நூற்றுக்கு 71 வீதம், மூலதன சொத்துக்களை கொள்வனவு செய்யாது, செயற்பாட்டு மூலதன தேவைகளின் பொருட்டு பயன்படுத்தியிருந்தமை அவதானிக்கப்பட்டது.

ஆண்டு	திரட்டிய தொகை		பயன்படுத்திய முறை
	(ரூபா.மில்லயின்)	(அ.டொலர்.மில்லயின்)	
2012	11,619	105.5	இலங்கை பெற்றோலியக் கூட்டுத்தாபனத்தின் கடன் தீர்த்தல்
	2,667	19.5	கிடைப்பதற்கு முன்னர் செலுத்தலை(PDP) நிதியிடல்
2013	12,600	100	இலங்கை பெற்றோலியக் கூட்டுத்தாபனத்தின் கடன் தீர்த்தல்
2014	19,585	150	இலங்கை பெற்றோலியக் கூட்டுத்தாபனத்தின் கடன் தீர்த்தல்
	46,471	375	

8.5.4. மேற்படி7.5.3.4.2இல் காட்டப்பட்டுள்ள குறிப்பு பிரகாரம் கம்பெனியின் அடிப்படை வியாபார பிரிவுகளான பொறியியல், பேணுதல் மற்றும் விமான நிலைய சேவைகள் ஆகிய 02 பிரிவுகளையும் வெவ்வேறாக கம்பெனிகளாக்குவதற்கு திட்டமிடப்பட்டிருப்பினும்,அவ்வாறு மேற்கொள்ளப்படவில்லை.

8.5.5. மேலும் ஸ்ரீ லங்கன் கேடரிங் (தனியார்)கம்பனி , பொது கம்பெனியாக நியமனம் செய்து அதன் பங்குகளில் நூற்றுக்கு 25 ஆன தொகையை அளிப்பதன்மூலம் (IPO) வழங்குவதற்கு திட்டமிடப்படடிருப்பினும், அதனை பொதுக் கம்பெனியாக மட்டும் நியமனம் செய்யப்பட்டிருந்ததுடன், பொதுமக்களின் அளிப்புமூலம் நிதி பெற்றுக்கொள்ளும் நடவடிக்கைகள் பொருளாதார அலுவல்கள் தொடர்பான அமைச்சரவை துணைக் குழுவால் இடைநிறுத்தப்பட்டதெனவும் அவதானிக்கப்பட்டது.

8.5.6. ஸ்ரீ லங்கன் விமனாச் சேவை மற்றும் மிஹின் லங்கா விமானச் சேவை என்பவற்றை இணைத்து கூட்டு கம்பெனியாக தாபிப்பதற்கு திட்டமிடப்பட்டிருப்பினும்,அவ்வாறு நடவடிக்கைகளை மேற்கொள்ளப்படவில்லையென்பதுடன், 2016 ஆம் ஆண்டு ஒக்டோபர்

30 ஆந் திகதியின் பின்னர் மிஹின் லங்கா விமனாச் சேவையின் தொழிற்பாட்டு நடவடிக்கைகள் முடிவுறுத்தப்பட்டிருந்தன.

8.5.7. மேறபடி 7.5.3.4.4 (ii) பந்தியில் குறிப்பிடப்பட்டுள்ளவாறு சுற்றுலா ஊக்குவிப்பு சபையுடன் மேற்கொள்ளப்பட வேண்டிய புரிந்துணர்வு உடன்படிக்கை, கணக்காய்வுக்கு உட்பட்ட திகதியான 2017 ஒக்டோபர் 31 வரை மேற்கொள்ளப்படவில்லை.

8.5.8. 7.5.3.4.3 (ii) பந்தியில் குறிப்பிடப்பட்டுள்ள நிதி உதவிகளை பெற்றுக்கொள்வதற்கு ஏற்புடையதாக விமானங்களை குத்தகைகாரர்களுக்கு விதிக்கப்படும் உள்நாட்டு வரிகளிலிருந்து விடுவிக்கப்படவில்லையென்பதுடன், விமானங்கள், மேலதிகப் பகுதிகள் ஸ்ரீ லங்கன் விமானச் சேவைகள் மூலம் அல்லது மூன்றாவது தரப்புகள்மூலம் கொண்டு வருகையில் குத்தகையிலிருந்து விடுவிப்புகளை பெற்றுக்கொள்வதற்கு திட்டமிடப்பட்டிருப்பினும், அவ்வாறு மேற்கொள்ளப்படவில்லை. மேலும் இலங்கை பெற்றோலியக் கூட்டுத்தாபனத்திடமிருந்து தொடர்ச்சியாக 05 ஆண்டுகளுக்கு இணங்கிய விலை கணக்குகளின் கீழ் விமானங்களின் எரிபொருள் பெற்றுக்கொள்வதற்கு திட்டமிடப்பட்டிருப்பினும், அவ்வாறு உடன்படிக்கை மேற்கொண்டதற்கான சாட்சிகள் கணக்காய்விற்கு சமர்ப்பிக்கப்படவில்லை. எவ்வாறாயினும் 2010/11 ஆண்டு தொடக்கம் 2016/17 ஆண்டு வரை விமானங்களின் எரிபொருள் அலகொன்றின்சராசரி விலை பின்வருமாறாகும்.

ஆண்டு	விமனாங்களின் அலகொன்றின்எரிபொருள் சராசரி விலை(UCS / AG)
2010/11	249.39
2011/12	338.69
2012/13	333.25
2013/14	315.75
2014/15	275.05
2015/16	171.18
2016/17	161.23

8.6. **உத்தேசிக்கப்பட்ட விமானங்களின் தொகுதி தொடர்பான அவதானிப்புகள்**

மேற்படி 7.5.3.5.1இல் குறிப்பிடப்பட்டுள்ள திட்டமிட்ட விமானங்களின் தொகுதியின் உண்மையான நிலை தொடர்பாக ஒப்பிடும்போது பின்வரும் விடயங்கள் அவதானிக்கப்பட்டன.

8.6.1. A 320 வகையின் விமானங்கள் 2016/17 ஆண்டு இறுதியில் 09 ம் 2017/18 ஆண்டு இறுதியில் 10 வரை அதிகரிப்பதற்கு திட்டமிடப்பட்டிருப்பினும், 2016/17 ஆண்டு இறுதியில் A 320 வகையின் விமானங்கள் 11 வரை அதிகரிக்கப்பட்டிருந்தன.

8.6.2. 2016 ஆண்டு இறுதியாகும்போது A 330 - 300 விமானங்கள் 06 ஐ பெற்றுக்கொள்வதற்கு திட்டமிடப்பட்டிருப்பினும் அதற்கு புறம்பாக 07 விமானங்கள் பெற்றுக்கொள்ளப்பட்டன.

8.6.3. 2017/18 ஆண்டில் பெற்றுக்கொள்வதற்கு திட்டமிடப்பட்டிருந்த A 350 – 900 விமானங்களின் மத்திய ஆண்டின் சராசரி 1.5 ஆயினும், தொழிற்பாட்டு குத்தகை அடிப்படையின்மீது 04 ம், நேரடி கொள்வனவுகளின்மீது 04 ம் என்ற வகையில் விமானங்கள் 08 ஐ பெற்றுக்கொள்வதற்கு உடன்படிக்கை மேற்கொள்ளப்பட்டிருந்தது. ஆயினும் கணக்காய்வுக்கு உட்பட்ட திகதி ஆகும்போதும் தொழிற்பாட்டு குத்தகை அடிப்படையில் பெற்றுக்கொள்வதற்கு உரியதாக இருந்த A 350 - 900விமானங்கள் 4 இல் உடன்படிக்கைகள் இரத்துச் செய்யப்பட்டிருந்தன. அதேபோன்று நேரடி கொள்வனவுகளின் பொருட்டு உடன்படிக்கை மேற்கொள்ளப்பட்டிருந்த A 350 – 900 விமானங்கள் 04 ஐ இரத்துச் செய்தல் தொடர்பாகநடவடிக்கை மேற்கொள்ளப்பட்டு வந்தது.

8.6.4. மிஹின் லங்கா கம்பெனியின் தொழிற்பாட்டு நடவடிக்கைகளை நிறுத்தியதன் காரணமாக அந்த கம்பெனிக்குரியதாகிய 02 விமானங்கள் மற்றும் உரிய விமான வழிகளுடன் கம்பெனியிடம் ஒப்படைத்ததால் அந்த விமானங்களின் எண்ணிக்கை அதிகரிக்கப்பட்டுள்ளதாக தலைவர் அவர்கள் அறிவித்திருந்தார்.

8.6.5. 2017/18 ஆண்டு இறுதியில் மொத்த விமானங்களின் எண்ணிக்கை 22 ஆக திட்டமிடப்படினும், 2016/17 ஆண்டு இறுதியில் மொத்த விமானங்களின் எண்ணிக்கை 24 ஆகும்.

8.7. **விமானங்களின் பயன்பாடு தொடர்பான அவதானிப்பு**

மேற்படி 7.5.3.5.2 இன்படி 2013 ஆம் ஆண்டில் மொத்த ஒரு நாளின் சராசரி தொழிற்பாட்டு மணித்தியாளங்களின் அளவையும் பார்க்க 2017 சராசரி தொழிற்பாட்டு மணித்தியாளங்களின் அளவு குறைந்திருந்ததுடன், 2013 திருத்திய திட்டம் பிரகாரம் எதிர்பார்க்கப்பட்ட உத்தேச வளர்ச்சியை கைப்பற்றிக்கொள்வதற்கு இயலாதிருந்ததென பின்வரும் அட்டவணைமூலம் அவதானிக்கப்பட்டது.

விமானங்களின் வகை	2017	2016	2015	2014	2013
A 320	12.07	12.54	12.98	10.83	11.79
A 330 – 200	11.67	12.59	14.11	14.68	13.82
A 340 – 300	-	-	11.42	11.44	13.10
A 330 – 300	14.03	14.66	13.43	-	-
A 350	-	-	-	-	-
மொத்த தொகுதயின் எண்ணிக்கை	12.44	12.02	12.90	12.76	12.82

8.8. **உத்தேச புதிய விமான வழிகளின் வலையமைப்பு தொடர்பான அவதானிப்பு**

மேற்படி 7.5.3.5.3 இல் குறிப்பிடப்பட்டுள்ள விமான பயணங்கள் திட்டமிடப்பட்டிருப்பினும் 2017 ஒக்டோபர் 31 ஆந் திகதியில் ஒரு வாரத்திற்கு மொத்த விமானப் பயணங்களின் தவணைகள் 358 மட்டும் பயணித்துக்கொண்டிருந்தது. ஆயினும் அது 2017 மதிப்பிடப்பட்ட தொகையில் (விமானங்களின் பயண தவணைகள் 558) நூற்றுக்கு 64 மட்டுமாக இருந்தது. அதே போன்று திட்டமிடப்பட்ட விமான வழிகளிலும் பார்க்க, திட்டமிடப்படாத விமான வழிகளில் 11 தவணைகள் பயணித்திருந்தது. மேலும் சீபரி கம்பனி மூலம் உறுதிப்படுத்தியிருந்த விமான வழிகளான கொழும்பு– பாரிஸ், கொழும்பு– உரோம், கொழும்பு – ப்ராங்பர்ட், மொஸ்கவ் - துபாய் ஆகிய விமான வழிகளில் 04 போக்குவரத்து நிறுத்தப்பட்டிருந்தது.

8.9. **விரிந்த உருவ அமைப்பினைக்கொண்ட விமானங்களின் தொகுதியை பெற்றுக்கொள்வதற்காக ஆலோசனை சேவைகளை பெற்றுக்கொள்ளுதல் தொடர்பான அவதானிப்புகள்**

8.9.1. மேற்படி 7.6.1 இல் குறிப்பிடப்பட்டுள்ளவாறு சீபரி (Seabury) நிறுவனம் ஆலோசனை சேவைகளை பெற்றுக்கொள்வதற்காக தெரிவு செய்தல் மற்றும் சேவையில் ஈடுபடுத்தும்போது அந்த நடவடிக்கைகளில் வெளிப்படைத்தன்மை பாதுகாக்கும் வகையில் 2007 ஆகஸ்ட் தேசிய பெறுகை முகவர் நிறுவனத்தால் வெளியிடப்பட்டுள்ள ஆலோசகர்களை தெரிவு செய்தல், சேவையில் ஈடுபடுத்தல் தொடர்பான வழிகாட்டல் கோவைக்கும், 2007 நவம்பர் மாதத்தில் அந்த நிறுவனத்தால் வெளியிடப்பட்டுள்ள

ஆலோசனை சேவைகளுக்கான கைந்நூலில் குறிப்பிடப்பட்டுள்ள ஏற்பாடுகளுக்கும் அமைவாக நடவடிக்கை மேற்கொள்ளப்படவில்லையென அவதானிக்கப்பட்டது.

8.9.1.1. 7.6.2.1. பந்தியில் குறிப்பிடப்பட்டுள்ளவாறு ஸ்ரீ லங்கன் விமானச் சேவை கம்பெனி விமானங்களை பெற்றுக்கொள்ளும் நிகழ்ச்சித்திட்டத்திற்காக ஆலோசகர்களை தெரிவு செய்கின்றபோது அமைச்சினை தொடர்புபடுத்திக்கொண்டிருக்கவில்லை. இதற்காக முறையான பெறுகை குழுவினையும் நியமனம் செய்யப்படவில்லை.

8.9.1.2. 7.6.2.2. பந்திபடி கம்பெனியால் பிரேரணைகளை கோரும் (Request for Proposal) கூற்றில் வரையுள் தயாரிக்கப்பட்டு ஆலோசனை பெறுகை குழுமூலம் அங்கீகரிக்கப்பட்டு , பிரேரணைகளை சமர்ப்பிப்பதற்கு எதிர்பார்க்கப்படும் ஆலோசனை கம்பெனியிடம் வழங்கப்படாமையால் ஆலோசனை கம்பெனியிடமிருந்து உறுதியாக பெற்றுக்கொள்ளப்பட வேண்டிய சேவைகள் தொடர்பாக பிரேரணைகள் பெற்றுக்கொள்ள முடியவில்லை. மேலும் பல்வேறு படிவங்களில் பிரேரணைகள் கிடைக்கப்பெற்றிருந்தது. இதன் காரணமாக எல்லா விலை கோருபவர்களுக்கும் ஒரே படிநிலையிலிருந்து மதிப்பீட்டுக்கு உற்படுத்தமுடியவில்லை.

8.9.1.3. 7.6.2.3. பந்தியில் காட்டப்பட்டுள் அவ்வாறான பெறுகை குழுவொன்றை நியமனம் செய்யாது கம்பெனியின் சேவையில் ஈடுபட்டுள்ள பிரதான நிறைவேற்று அலுவலர், சிரேஷ்ட முகாமையாளர், (இணைந்த அலுவலர்கள்) நிதிப் பிரிவு தலைவர்கள் மற்றும் பெறியியல் பிரிவு தலைவர்கள் ஆகிய 04 உறுப்பினர்களைக் கொண்டமைந்த குழுவொன்றை மட்டும் பணிப்பாளர் சபையால் நியமனம் செய்யப்பட்டிருந்தது.

8.9.1.4. சர்வதேச ஆலோசனை சேவை நிறுவனங்கள் நான்கிற்கு பிரேரணைகள் வழங்கும்படி மின் அஞ்சல்மூலம் (E-mail) அறிவிக்கப்பட்டிருப்பினும், அந்த நிறுவனங்களிடம் முறையாக தயாரிக்கப்பட்டபிரேரணைகளுக்கான கோரிக்கைகள் (RFP) அனுப்பாத படியால் மேற்படி 7.6.3.4 பந்தி பிரகாரம் நடவடிக்கை மேற்கொள்ளப்படவில்லை.

8.9.1.5. பந்தி 7.6.2.5. இன்படி கம்பெனியால் உரிய செலவுகளை அடையாளம் காணப்பட்டு அதன்படி செலவு மதிப்பீடு தயாரிக்கப்பட்டிருந்தது.

8.9.1.6. மேற்படி 7.6.2.6. பந்திபடி,

i) கம்பெனியின் எதிர்பார்க்கப்பட்ட கடமைப்பொறுப்புகள் அந்த தேவைகளுக்கு ஒழுங்கமைந்தாலும், தேசிய அல்லது சர்வதேச ஊடகங்களுக்கு பெறுகை அறிவிப்புகள் வெளியிடப்படவில்லை. ஆகையால் முயற்சியுள்ள தகைமைகளைக் கொண்டுள்ள எல்லா ஆலோசனை நிறுவனங்களிடமும் வாய்ப்புகள் வழங்கப்படவில்லை. ஆகையால் போட்டியுடன்கூடிய பங்களிப்புக்கு

இடமளிப்பதன்மூலம் கம்பெனியிடம் பெற்றுக்கொளள் முடியுமாக இருந்த தரத்துடன் மற்றும் பொருளாதார நன்மைகள் தவரவிடப்பட்டிருந்தன.

ii) கம்பெனியால் ஏற்றுக்கொளள் முடியுமான அடிப்படையின்றி தெரிவு செய்யப்பட்ட 03 நிறுவனங்களிடம் மின்அஞ்சல்மூலம் பிரேரணைக் கோரல் கடிதங்கள் சமர்ப்பித்து 42 நாட்களுக்கு பின்னர் பிரதான நிறைவேற்று அலுவலரால் பிரேரணை செய்யப்பட்ட மற்றுமொரு ஆலோசனைக் கம்பெனியான Skywork கம்பெனியிடம் பிரேரணைகள் சமர்ப்பிப்பதற்காக மின் அஞ்சல்மூலம் பிரேரணைக் கோரல் அனுப்பப்பட்டிருந்தது.

8.9.1.7. மேற்படி 7.6.2.7. பந்திபடி கம்பெனியால் பிரேரணை சமர்ப்பிப்பதற்காக 04 நிறுவனங்களிடம் மட்டும் கோரப்பட்டிருந்தது. மேலும், தகைமைகள் பெற்ற நிறுவனத்தால் விருப்பம் தெரிவிக்காதபோது அல்லது வேறு தகைமைகளைக் கொண்ட நிறுவனங்கள் இல்லாதவிடத்து மட்டும் தெரிவு செய்த நிறுவனங்களின் எண்ணிக்கை 07 இற்கு குறைவாக இருப்பினும், இந்தச் சந்தர்ப்பத்தில் மேற்படி 7.6.2.6. பந்தி பிரகாரம் உரிய ஏற்பாடுகளை பின்பற்றாது 04 நிறுவனங்களிடம் மட்டும் பிரேரணைகள் கோரப்பட்டிருந்தது. ஆகையால் ஆலோசனைக் கம்பெனி தெரிவு செய்கையில் பேட்டித் தன்மையுடன் மேற்கொள்ளப்படவில்லை.

8.9.1.8. மேற்படி 7.6.2.8. பந்திபடி கம்பெனி ஈ அஞ்சல்மூலம் வகைப்படுத்தாத பிரேரணைகளை பெற்றுக்கொண்டிருந்தது. பிரேரணைகளில் அந்தரங்கத்தன்மை பாதுகாக்கும் வகையில் அறிமுகப்படுத்தவில்லை.

8.9.1.9. மேற்படி 7.6.2.9. பந்திபடி கம்பனியால் அவ்வாறான திட்டம் தயாரிக்கப்பட்டிருக்கவில்லை.

8.9.1.10. மேற்படி 7.6.2.10. பந்திபடி கம்பெனியால் பிரேரணைகளை கோருகின்றபோது செல்லுபடியான காலவெல்லை தொடர்பாக எதுவித குறிப்பும் வைக்கப்படவில்லை.

8.9.1.11. மேற்படி 7.6.2.11. பந்திபடி கம்பெனிக்கமைய நடவடிக்கை மேற்கொள்ளப்படவில்லை.

8.9.1.12. மேற்படி 7.6.2.12. பந்திபடி கம்பெனி ஆலோசனைக் கம்பனிகளிடமிருந்து பிரேரணைகளை பெற்றுக்கொள்ளும்போது மூலப் பிரதி மற்றும் மற்றுமொரு பிரதியுடன் முத்திரையிடப்பட்ட 02 உறைகள்மூலம் பிரேரணைகள் பெற்றுக்கொள்ளப்படவில்லை.

8.9.1.13. மேற்படி 7.6.2.13 பந்திபடி கம்பெனியால் நடவடிக்கை மேற்கொள்ளாது பிரேரணைகளை கோருதல் இரண்டு நாட்களில் மேற்கொள்ளப்பட்டிருந்ததுடன், பிரேரணைகளை கையெற்கும் இறுதி திகதி தொடர்பாக குறிப்பிடப்படவில்லை. எதிர்பார்க்கப்பட்ட கம்பெனிகளால் ஒரே பிரேரணையை திருத்தம் செய்து பலமுறை சமர்ப்பிக்கப்பட்டிருந்தது. தெரிவு செய்யப்பட்ட சீபரி கம்பெனி முதல் முறையாக 2011 ஆம் ஆண்டு செப்தெம்பர் 14

ஆந் திகதியிலும், முன்றாவது முறை 2012 ஆம் ஆண்டு சனவரி 09 ஆந் திகதியும் என்ற வகையில் ஒவ்வொன்றுக்கு பரஸ்பர 03 பிரேரணைகள் சமர்ப்பிக்கப்பட்டிருந்தன. ஆகையால் பிரேரணைகளில் அந்தரங்கத் தன்மை பாதுகாக்கப்படவில்லையென அவதானிக்கப்பட்டது.

மேலும் கம்பெனி பிரேரணைகளை திறக்கும் குழுவை நியமனம் செய்யப்படவில்லையென்பதுடன். பிரேரணைகளை திறக்கும் சந்தர்ப்பத்திலிருந்து மதிப்பிடும் வரையிலான செயற்பாடு கம்பனியின் பணிப்பாளர் சபையால் நியமனம் செய்த குழுவால் மேற்கொள்ளப்பட்டிருந்தமையால் பெறுகை நடவடிக்கைகள் வெளிப்படைத் தன்மையின்றி மேற்கொள்ள்படப்டிருந்தமை அவதானிக்கப்பட்டது.

மேலும் அந்தப் பந்திபடி நிதிப் பிரேரணைகளை திறக்கும் சந்தர்ப்பத்தில் அந்தப் பிரேரணைகளை சமர்ப்பித்த ஆலோசனை சேவைக் கம்பனிகளின் பிரதிநிதியாளர்களை பங்குபற்றச் செய்யப்பட வேண்டுமாயினும், இந்த ஆலோசனை சேவைகளை பெற்றுக்கொள்ளும்போது அவ்வாறு மேற்கொள்ளப்படவில்லை.

8.9.1.14. மேற்படி 7.6.2.14. பந்திபடி கம்பெனி 2012 ஆம் ஆண்டு சனவரி 11 ஆந் திகதிய FIN/2012/01/04 ஆம் இலக்க (இணைப்பு 12) பணிப்பாளர் சபை பத்திரத்தில், ஆலோசனை கம்பனி தெரிவு செய்தல் தொடர்பாக மேற்கொண்ட அறிக்கையிடலை தவிர்ந்த முன்னுறுதியான அளவுகோள்களை அடிப்படையாகக்கொண்டு மதிப்பீடு மேற்கொள்ளப்படவில்லை.

8.9.1.15. மேற்படி 7.6.2.15. பந்திக்கமைவாக கம்பெனிக்கு தெரிவு செய்யப்பட்ட ஆலோசனை கம்பெனியுடன், உடன்படிக்கை மேற்கொள்வதற்காக 07 மாதங்களுக்கு அதிகமான காலம் எடுக்கப்பட்டிருந்தது. மேலும் (Seabury) நிறுவனம் ஆலோசனை சேவைகளுக்கு ஏற்புடையதான அலுவல்களை உண்மையாக ஆரம்பித்த திகதியை வெளிப்படுத்தியிருக்கவில்லை.

8.9.1.16. மேற்படி 7.6.2.16 பந்தி பிரகாரம் கம்பனி தெரிவு செய்த ஆலோசனை சேவை நிறுவனத்திடம் முறையான ஏற்றுக்கொள்ளும் கடிதம் வழங்கப்பட்டிருக்கவில்லை.

8.10. **சீபரி** (Seabury) **நிறுவனத்திடமிருந்து ஆலோசனை சேவை பெற்றுக்கொள்ளுதல்**

மேற்படி 7.6.3 இல் குறிப்பிடப்பட்டுள்ள பந்தியில் பின்வரம் அவதானிப்புகள் மேற்கொள்ளப்படும்.

8.10.1. சீபரி ஆலோசனைக் கம்பெனிமூலம் விமானங்களின் தொகுதியை பெற்றுக்கொள்ளுதல் தொடர்பாக 20 அறிக்கைகள் மின் அஞ்சல்மூலம் முன்னிலைப்படுத்தப்பட்டிருந்தது. (Presentation) கையொப்பமிடப்பட்ட அறிக்கை இது தொடர்பாக பொது வியாபார செயற்குழுவால் 2017 ஆம் ஆண்டு செப்தெம்பர் 06 ஆந் திகதி உசாவிய பின்னர் 2017 ஆம் ஆண்டு செப்தெம்பர் 18 ஆந் திகதி சமர்ப்பிக்கப்பட்டது. உடன்படிக்கை மேற்கொள்வதற்கு முன்னர் மின் அஞ்சல் சமர்ப்பிப்பதன்மூலம் அவ்வப்போது வழங்கப்பட்ட பரிந்துரைகளில் செல்லுபடி தன்மை தொடர்பான பிரச்சினைகள் ஏற்பட்டன.
கம்பெனியின் பதில் படி மின் அஞ்சல் வெளியக தரப்புகளுடனான தொடர்பாடல் ஊடகமாயினும் இந்த சமர்ப்பித்தல்களில் உள்ளடக்கப்பட்ட விடயங்கள், அது தொடர்பாக மேற்கொண்ட கலந்துரையாடல்களுக்கு ஏற்புடைய மாற்றங்கள் என்பன அறிக்கையிடப்படாமை காரணமாக ஆலோசனை சேவை எதிர்பார்க்கப்பட்ட தொழில்சார் மட்டத்தில் மேற்கொள்ளப்பட்டதா என்பதனை உறுதிப்படுத்தப்படவில்லை.

8.10.2. சீபரி கம்பெனியால் 2017 ஆம் ஆண்டு செப்தெம்பர் 06 ஆந் திகதி ஒப்பமிட்டு சமர்ப்பிக்கப்பட்ட அறிக்கையில் விமானத் தொகுதியின் எண்ணிக்கை மற்றும் தேவை தொடர்பாக கம்பெனியால் தீர்மானிக்கப்பட்டிருத்தல், கம்பெனியால் தயாரிக்கப்பட்ட உபாயமுறையிலான திட்டம் தொடர்பாக பகுப்பாய்வின்றி உரிய பரிந்துரைகள் மேற்கொள்ளப்பட்டது என்பதற்கு பிரிவொன்றை உள்ளடக்கப்பட்டிருந்தது. அதன்படி புதிய விமானங்களை கொள்வனவு செய்ய வேண்டுமென்ற எண்ணக்கரு கம்பெனியின் முகாமைத்துவத்தில் தேவையாக இருந்ததென மேலும் அவதானிக்கப்பட்டது. 2012 ஆம் ஆண்டு சனவரி 11 ஆந் திகதிய FIN/2012/01/04 ஆம் இலக்க விமானங்களை பெற்றுக்கொள்ளும் நிகழ்ச்சித்திட்டத்தின் பொருட்டு ஆலோசனை சேவைகளை பெற்றுக்கொள்ளுதல் என்ற தலைப்பில் சமர்ப்பிக்கப்பட்டிருந்த பணிப்பாளர் சபை பத்திரம்மூலம் இந்த விடயத்தை மேலும் உறுதிப்படுத்தப்பட்டிருந்தது.

8.10.3. 7.6.3.2 பந்திபடி இலத்திரனியல் முன்னிலைப்படுத்தல் கம்பெனியின் முகாமைத்துவம், பணிப்பாளர் சபை மற்றும் அரச தரப்புகளிடம் மேற்கொண்டுள்ளமை அவதானிக்கப்பட்டது. அந்த அரசாங்க தரப்புகள் யார்? அவர்கள் தொடர்புபட்ட முறை, அவர்களால் மேற்கொள்ளப்பட்ட வரையறைகள் தொடர்பான விபரங்கள் சமர்ப்பிக்கப்படவில்லை. மேலும், மேற்படி நியமனம் செய்த குழுவிற்கு மேலதிகமாக ஆலோசகர்களுடன் தொடர்புகொண்டு பணியாற்றுவதற்கு ஏனைய நபர்களை கம்பெனியால் நியமனம் செய்யப்படவில்லை. சீபரி நிறுவனத்தின் கூற்றுப்படி விமானங்களின் தொகுதியின் எண்ணிக்கை, தேவை கம்பெனியால் தீர்மானிக்கப்பட்டிருப்பினும், ஆலோசனை சேவை

பெற்றுக்கொள்ளும் நோக்கம் யாதெனில் விமானங்களை பெற்றுக்கொள்வதற்கு ஆலோசனை பெறுதலாகும்.

8.10.4. இந்த நடவடிக்கைகள் காரணமாக சீபரி நிறுவனத்தின் செயற்பாடுகள் பின் குறிப்பிடப்படும் காரணங்களினால் பிரச்சினைக்குரியதும் கருத்து வேறுபாடுகளுக்கு உட்படுவதாக அவதானிக்கப்பட்டது.

i) மேற்படி7.6.3 பந்தியில் குறிப்பிடப்பட்டுள்ளவாறு இந்த நிறுவனத்தை தெரிவு செய்தல் முறையற்ற வெளிப்படைத்தன்மையற்ற விடயமாதல்.

ii) இந்த நிறுவனத்தால் முறையானவாறு அறிக்கைகள் சமர்ப்பிக்கப்படவில்லை.

iii) அந்தக் கம்பெனியால் முன்னிலைப்படுத்தியதாக கூறப்படும் Power Point Presentation மற்றம் மின்அஞ்சல்மூலம் அனுப்பி வைத்துள்ள கடிதங்களில் செல்லுபடித்தன்மை உறுதிப்படுத்தாமை.

iv) கம்பெனியால் 2012 ஒக்டோபர் தொடக்கம் 2013 சனவரி மாதம் வரை அவ்வப்போது Power Point Presentation மூலம் மேற்கொள்ளப்பட்ட முன்னிலைப்படுத்தல் மூலம் சமர்ப்பிக்கப்பட்ட பிரேரணைகள், குழுவொன்றால் மதிப்பிடப்பட்டு தயாரித்து கையொப்பமிடப்பட்ட அறிக்கையாக கணக்காய்விற்கு சமர்ப்பிக்கவில்லை. இதன் காரணமாக ஆலோசனைக் கம்பெனியால் சமர்ப்பிக்கப்பட்ட பிரேரணைகள் கம்பெனியின் நிதிசார் ஆற்றலுடன் நியாயமாக மதிப்பீடு செய்து, விமானங்களை கொள்வனவு செய்வதற்கான தீர்மானங்களை மேற்கொண்டதாக உறுதிப்படுத்தப்படவில்லை.

மேலும் புதிய விமானங்களை கொள்வனவு செய்தல், புதிய தரத்திலான விமானங்களை குத்தகைக்கு எடுத்தல் போன்ற மாற்றுகள் தொடர்பாக செலவு நிதிசார் நலனை பகுப்பாய்வு செய்து கம்பெனியின் நிதி ஆற்றலை அடிப்படையாகக்கொண்டு விமானங்களின் கலவை தெரிவு செய்யப்படவில்லை.
தலைவர் அவர்களின் பதில்படி கம்பெனியின் பல்வேறு துறைகள் சீபரி கம்பெனியுடன், பகுப்பாய்விற்கு தொடர்புபட்டிருந்தது. ஆயினும் நிதி தேவைகள் அந்த கலந்துரையாடல்களில் கவனத்தில் கொள்ளப்படவில்லையென அவதானிக்கப்பட்டது.

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8.11. **விமானங்களின் தொகுதியினை பெற்றுக்கொள்வதற்கு அனுமதி பெறுதல்**

மேற்படி 7.7 பந்தியில் குறிப்பிடப்பட்டுள்ள விடயங்கள் தொடர்பாக பின்வரும் அவதானிப்புகள் மேற்கொள்ளப்படும்.

8.11.1. மேற்படி 7.7.2.5. பந்திபடி விமானங்களை கொள்வனவு செய்வதற்கு தீர்மானிக்கும்போது செலவு மற்றும் நலன்கள் தொடர்பாக முறையான ஆய்வு, பகுப்பாய்வின் பின்னர் தீர்மானிக்கப்படவில்லையென அவதானிக்கப்பட்டது.

8.11.2. மேற்படி 7.7.2.6. பந்திபடி முகாமைத்துவம், பணிப்பாளர் சபை மற்றம் ஏனைய அரச தரப்புகள் இதற்காக வழங்கியுள்ள எல்லைகள், ஆலோசனைகள் எவை என்பது தொடர்பாகவும், யாரால் வழங்கப்பட்டுள்ளது என்பது தொடர்பாகவும் எதுவித சாட்சியும் கணக்காய்விற்கு சமர்ப்பிக்கப்படவில்லை. இதன் காரணமாக மிக நன்மைபயக்கும் மாற்றுகளை தெரிவு செய்வதற்கிருந்த வாய்ப்பு கிடைக்காது போயிருக்கலாம்.

8.11.3. மேற்படி 7.7.2.7 பந்திபடி இந்த விசேட தீர்மானத்துடன்கூடிய கூட்டம் அந்த இடத்தில் நடாத்துவதற்கு காரணங்கள் கணக்காய்வில் வெளிப்படுத்தப்படவில்லை என்பதுடன், அவ்வாறான இடத்தில் பணிப்பாளர் சபை கூட்டம் நடாத்தும்போது அந்த தீர்மானங்களில் சுயாதீனத்திற்கு பாதகமான தாக்கம் ஏற்பட்டதா என்பது கேள்விக்கரியதாகும்.

8.11.4. மேற்படி 7.7.2.2. பந்திபடி விமானங்களின் தொகுதியினை பெற்றுக்கொள்ளும் செயற்பாட்டுக்கு ஏற்புடையதாக மூலதனம் வழங்குவதற்கு ஏற்புடையதான விடயங்கள் தவிர்ந்த பெறுகை போன்ற நடவடிக்கைகளின் பொருட்டு அமைச்சரவை அனுமதி பெற்றுக்கொள்ளாமை அவதானிக்கப்பட்டது.

மேலும் 2013 ஆம் ஆண்டு ஏப்பிரல் மாதம் 16 ஆந் திகதி திறைசேரியில் நடாத்தப்பட்டுள்ள கூட்டம்படி அறிய வருவது யாதெனில், அரசாங்கத்திற்காக அரசாங்க கம்பெனிகள் தொடர்பாக உரிமையுள்ள திறைசேரியால் முறையான வழிகாட்டல் மேற்கொள்ளப்படாமை மற்றும் உரிய மேற்பார்வையில்லாமை காரணமாக தமது பொறுப்புகளை உரியவாறு நிறைவேற்றுவதற்கு தவறவிட்டிருத்தலாகும்.

8.12. **எயார்பஸ் கம்பெனியுடன் கொள்வனவுகளுக்கான உடன்படிக்கைகளை மேற்கொள்ளுதல்**

மேற்படி **7.8.1** பந்தியில் குறிப்பிடப்பட்டுள்ள விடயங்கள் தொடர்பாக பின்வருமாறு அவதானிக்கப்படுகிறது.

8.12.1. 2015 ஆண்டில் கிடைக்கப்பெறவிருந்த A 330-300 வகையின் 06 விமானங்களை , 2014/2015 ஆண்டுகளில் கொள்வனவு செய்தல், விற்பனை செய்தல், குத்தகைக்கு பெற்றுக்கொள்ளுதல் முறையின்கீழ் கையகப்படுத்தல்.

8.12.2. 2016/2017 ஆண்டில் குத்தகை அடிப்படையில் பெற்றுக்கொள்ளப்பட வேண்டிய A 350-900 விமானங்கள் 04 ஐ பொருளாதார முகாமைத்துவம் தொடர்பான அமைச்சின் துணைக் குழுவின் தீர்மானம்படி கொள்வனவு செய்தல் இரத்துச் செய்யப்பட்டது.
இதன் காரணமாக அதன் பொருட்டு 16,924 மில்லியன் ரூபாவிலான நட்டஈடு செலுத்தப்பட வேண்டி ஏற்பட்டுள்ளது. சம்பந்தப்பட்ட உடன்படிக்கைகளை மேற்கொள்கையில், உடன்படிக்கை முடிவுறுத்தல் தொடர்பான நிபந்தனைகளை உள்ளடக்கப்படவில்லை.

8.12.3. 2013 ஆம் ஆண்டில் ஆரம்பமாகும் A 330 - 300 வகையின் விமானங்கள் 06 ஐ கொள்வனவு செய்வதற்காக முன்னரான செலுத்தல்கள் மற்றும் இறுதியான செலுத்தல்கள் அடங்களாக 2,489,438,078 டொலரை கம்பெனியால் பெற்றுக்கொள்ளும் முறை மற்றும் செலுத்தப்படும் காலவெல்லை அடங்கலாக நிதி ஓட்டக் கூற்றை கம்பெனியால் தயாரிக்கப்படவில்லை.

8.12.4. பந்திபடி 7.8.1.3. பிரகாரம் அறிக்கையின் திகதி வரை இது தொடர்பாக இணக்கப்பாட்டுக்கு வந்திருக்கவில்லை. மேலும், இந்த கொள்வனவுகளின் எயார்பஸ் கம்பெனியுடன் மேற்கொண்டிருந்த உடன்படிக்கைகளிலும், உடன்படிக்கைகளை முடிவுறுத்தும் சந்தர்ப்பம் தொடர்பாக நிபந்தனைகள் உள்ளடக்கப்பட்டிருக்கவில்லை.

8.12.5. மேற்படி7.8.2. பந்தி பிரகாரம் A 350-900 வகையின் 04 விமானங்களை குத்தகை முறையில் பெற்றுக்கொள்வதற்காக 2006 ஆம் ஆண்டு சனவரி 25 ஆந் திகதிய பெறுகை வழிகாட்டல் கோவை மற்றும் பெறுகை செயற்பாட்டு கோவை என்பவற்றுக்கு அமைவாக நடவடிக்கை மேற்கொள்ளப்படவில்லை.

8.13. **உடன்படிக்கை மேற்கொள்வதற்கு அதிகாரம் வழங்குதல்**

7.8.3 பந்திபடி A 350-900 வகையின் 04 விமானங்களும் A 330-300 வகையின் 06 விமானங்களும் கொள்வனவு செய்யும் உடன்படிக்கைகள், A 330-300 வகையின் 06 விமானங்களை விற்பனை செய்தல்,மீண்டும் குத்தகைக்கு எடுக்கும் உடன்படிக்கைகள்,

A 350-900 வகையின் 04 விமானங்களின் தொழிற்பாட்டு குத்தகை முறையின்கீழ் பெற்றுக்கொள்ளும் உடன்படிக்கைகளை மேற்கொள்கின்றபோது கம்பெனியின் பொருட்டு வெவ்வேறாகவோ கூட்டாகவோ ஒப்பமிடும் அதிகாரம் சங்க அமைப்பு விதிகளுக்கு அமையுறாத வகையில் ஸ்ரீ லங்கன் விமானச் சேவைகள் கம்பெனியின் 15 அலுவலர்களிடம் வழங்கப்பட்டிருந்தது.

8.14. **A 330-300 வகையின் விமானங்களை விற்பனை செய்தல், மீண்டும் குத்தகைக்கு எடுத்தல் மற்றும் முன்செலுத்தலை (PDP) நிதியிடல்**

8.14.1. மேற்படி 7.8.4.1.பந்தியில் குறிப்பிடப்பட்டுள்ள A 330-300 விமானங்களை கொள்வனவு செய்தல், விற்பனை செய்தல், மீண்டும் குத்தகைக்கு எடுத்தல் என்பவற்றுக்கான ஆலோசனை சேவை பெற்றுக்கொள்வதற்கான நிதியிடலுக்கு ஏற்புடையதாக பின்வரும் விடயங்கள் அவதானிக்கப்பட்டன.

8.14.1.1. நிதியிடல் நிகழ்ச்சித்திட்டம் கம்பெனிக்கு உரியதாக இல்லாதவிடத்து A 330-300 **06** விமானங்களை கொள்வனவு செய்வதற்காக 2013 ஆம் ஆண்டு யூன் மாதம் 19 ஆந் திகதிய உடன்படிக்கைகளை மேற்கொள்வதற்கு கம்பெனியின் முகாமைத்துவம் நடவடிக்கை மேற்கொண்டிருந்தது.

8.14.1.2. 7.8.4.1.4. பந்திபடி அந்தச் சந்தர்ப்பத்தில் நிதியிடலுக்காக பணிப்பாளர் சபையின் அனுமதி வழங்க முடியாமைக்கான காரணங்கள் பணிப்பாளர் சபையின்மூலம் வெளிப்படுத்தியிருக்கவில்லை.

8.14.1.3. 7.8.4.1.5. பந்திபடி நிதியிடலின் பொருட்டு பொருத்தமான ஆலோசகரை தெரிவு செய்கையில் அதில் இரண்டு உறுப்பினர்கள் மட்டும் பரிந்துரை வழங்கியதால் குழுவின் பொறுப்பு நிறைவேற்றப்படவில்லை என கணக்காய்வின்போது அவதானிக்கப்பட்டது.
அதன்படி விமானங்களை கொள்வனவு செய்யும் நிதியிடல் செயற்பாட்டினை நிறைவேற்றும் பொருட்டு ஆலோசனை கம்பெனியால் 2011 ஆம் ஆண்டு சமரப்பித்திருந்த 1 ½ ஆண்டுகளுக்கும் பழமையான பிரேரணைக்கு 2013 ஆம் ஆண்டு யூன் மாதம் 11 ஆந் திகதி அந்த பிரேரணைகளின் பொருட்டு மீண்டும் ஆலோசனை நிறுவனத்தின் இணக்கம் பெறாது பணிப்பாளர் சபை அனுமதி வழங்கியிருந்தது.

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8.14.1.4. கம்பெனி விமானங்களின் தொகுதியினை பெற்றுக்கொள்வதற்காக ஆலோசனை சேவைகளை பெற்றுக்கொள்வதற்கு சீபரி ஆலோசனை கம்பெனியிடம் மொத்தமாக டொலர் 1,116,413 தொகை அதாவது, ரூபா. 144,887,459 ஐ (நிதியிடலுக்காக ஆலோசனை சேவை பெற்றுக்கொள்ளும் பொருட்டு செலுத்தப்பட்ட டொலர் 504,068 அதாவது ரூபா 65,565,300 ம் அடங்கலாக) 2012 தொடக்கம் 2017 வரையிலான காலப் பகுதியில்

செலுத்தி A 330-300 மற்றும் A 350-900 விமானங்களின் தொகுதியினை பெற்றுக்கொள்வதற்காக ஆலோசனை சேவை பெற்றுக்கொள்ளப்பட்டிருந்தது. ஆயினும் A 350-900 வகையின் விமானங்கள் பெற்றுக்கொள்ளுதல் தேவைப்படாத காரணத்தால் தற்போது கம்பெனி 04 விமானங்கள் கொள்வனவு செய்வதை இரத்துச் செய்வதற்கு நடவடிக்கை மேற்கொண்டுள்ளதுடன், எஞ்சிய 04 விமானங்கள் கொள்வனவு செய்தலையும் இரத்துச் செய்வதற்கு தற்போது முகாமைத்துவத்தால் நடவடிக்கை மேற்கொள்ளப்படுவதால் ஆலோசனை சேவை பெற்றுக்கொள்வதற்கான செலவு பயனற்ற செலவு என்பது அவதானிக்கப்பட்டது. மேலும் விமானங்களை கொள்வனவு செய்வதற்கான நிதியிடல் திட்டம் இல்லாமை காரணமாக இந்த நிலைமை ஏற்பட்டுள்ளதாக அவதானிக்கப்படுகிறது.

8.14.1.5. பந்தி இலக்கம் 7.8.4.1. படி A 330-300 வகையின் 06 விமானங்களை கொள்வனவு செய்தல், விற்பனை செய்தல், மீண்டும் குத்தகைக்கு எடுத்தல் ஆகிய முறையின்கீழ் நிதியிடலுக்கான ஆலோசனை சேவைகளை பெற்றுக்கொள்வதற்காக சீபரி ஆலோசனை கம்பெனியை தெரிவு செய்கையில், 2007 ஆம் ஆண்டு நவம்பர் தேசிய பெறுகை நிறுவனத்தால் வழங்கப்பட்ட ஆலோசனை வழிகாட்டல் கோவை மற்றும் ஆலோசனை கைந்நூலில் அவதானிப்புகள் 1.2.1 தொடக்கம் 10.2 வரை எதுவித ஏற்பாடுகளையும் பின்பற்றப்படவில்லை.

8.15. **A 330-300 வகையினைச் சேர்ந்த 06 விமானங்களை கொள்வனவு செய்தல், விற்பனை செய்தல, மீண்டும் குத்தகைக்கு பெற்றுக்கொள்ளுதல் மற்றும் கிடைப்பதற்கு முன்னர் செலுத்தல்களுக்கான நிதியிடல்.**

மேற்படி 7.8.4.2 பந்தியில் குறிப்பிடப்பட்டுள்ள விடயங்கள் தொடர்பாக பின்வரும் அவதானிப்புகள் மேற்கொள்ளப்படுகின்றன.

8.15.1. 2006 சனவரி 25 ஆந் திகதிய பெறுகை வழிகாட்டல் கோவை (பெ.வழி.கே) மற்றும் பெறுகை செயற்பாட்டு கோவை என்பவற்றுக்கு ஒழுங்கமையாமை.

8.15.1.1. மேற்படி 7.8.4.3.1. பந்திக்கமைவாக கம்பெனி நடவடிக்கைகளை மேற்கொள்ளாது A 330-300 வகையின் 06 விமானங்களை கொள்வனவு செய்வதற்காக விலை கோரல், அதற்கு ஏற்புயைடதான மின்அஞ்சல் செய்திகளை அலுவலர்களின் மின்அஞ்சல் கணக்குகளுக்கு அழைப்பித்துக்கொள்ளுதல் மற்றும் முழுமொத்த செயற்பாட்டுக்கும் ஸ்ரீ லங்கன் விமானக் கம்பெனியின் பல அலுவலர்களை மட்டும் பங்குபற்றச் செய்வித்ததன் காரணமாக மதிப்பிடல் மற்றும் தெரிவு செய்தல் செயற் திட்டம் பிரச்சினைக்குரிய விடயமாகியது.

8.15.1.2. மேற்படி 7.8.4.3.2. பந்தி பிரகாரம் குறித்துரைத்து குறிப்பிட்டுக்காட்ட முடியுமான பொறுப்புகள் நிறைவேற்றப்படாத வகையில் கம்பனி A 330-300 வகையினைச் சேர்ந்த 06 விமானங்களை விற்பனை செய்து மீண்டும் குத்தகை அடிப்படையில் பெற்றுக்கொண்டுள்ளதாக அவதானிக்கப்பட்டது.

8.15.1.3. மேற்படி 7.8.4.3.3. பந்தியின் பிரகாரம் கம்பெனி பெறுகை குழுக்களின் கடமைப்பொறுப்புகளையும், தொழில்நுட்ப மதிப்பீட்டுக் குழுக்களின் கடமைப்பொறுப்புகளும் நிறைவேற்றும் வகையில் அந்தக் குழுக்களை நியமனம் செய்யப்படவில்லை.

8.15.1.4. மேற்படி 7.8.4.3.4. பந்தி பிரகாரம் அமைச்சரவையால் பொறுகை குழுவை நியமனம் செய்வதற்கு பணியாற்றப்படவில்லை. மேலும் நியமனம் செய்யப்பட்ட குழு உறுப்பினர்களும் சுயாதீன மற்றும் தொழில்நுட்ப விடயம் தொடர்பாக அனுபவம் கொண்டுள்ள அலுவலர் என்பதை உறுதிப்படுத்தப்படவில்லை.

8.15.1.5. மேற்படி 7.8.4.3.5 பந்திபடி கம்பெனியின் A 330-300 06 விமனாங்களை கொள்வனவு செதல், விற்பனை செய்தல், மீண்டும் குத்தகைக்கு எடுப்பதற்கு பொருத்தமான குத்தகை கம்பெனி தெரிவு செய்யும் பணியில் தொடர்ச்சியாக ஈடுபட்டிருந்த இரண்டு அலுவலர்களும் முறையானவாறு கூட்டங்கள் நடாத்தியுள்ளதாக கடிதக்கோவைகளிலிருந்து அறியப்படவில்லை.

8.15.1.6. மேற்படி 7.8.4.3.6 பந்தியின் படி கம்பெனி A 330-300 விமானங்களை விற்பனை செய்து குத்தகை முறைக்கு (Sale and lease back) பெற்றுக்கொள்வதற்காக, குத்தகை கம்பெனிகள் பிரேரணைகளை பெற்றுக்கொள்ளும்போது, மின் அஞ்சல் தவிர்ந்த இணையதளங்களில் வெளியிடல் போன்ற ஊடகங்களை பயன்படுத்தயிருக்கவில்லை.

8.15.1.7. மேற்படி 7.8.4.3.7 பந்தியில் குறிப்பிடப்பட்டுள்ள ஏற்பாடுகள் ஸ்ரீ லங்கன் விமானச் சேவைகள் கம்பெனியால் பின்பற்றுவதற்கு நடவடிக்கை மேற்கொள்ளப்படவில்லை.

8.15.1.8. கம்பெனியின் மிக முக்கியமான பெறுகை நடவடிக்கையான விமனாங்களை பெற்றுக்கொள்ளும் நடவடிக்கைகளின் பொருட்டு மேற்படி 7.8.4.3.8 பந்திக்கமைவாக பெறுகை திட்டம் தயாரித்து அதன்படி நடவடிக்கைகள் மேற்கொள்ளப்படவில்லை.

8.15.1.9. மேற்படி 7.8.4.3.9 பந்தியின் பிரகாரம் கம்பெனி A 330-300 விமானங்கள் 06 ஐ கொள்வனவு செய்யப்பட்டு விற்பனை செய்து மீண்டும் குத்தகைக்கு எடுப்பதற்காக 03 ஆண்டுகளையும் 03 மாதங்களையும் எடுத்திருப்பினும், அதற்கான விபரமான நேர அட்டவணை தயாரிக்கப்படவில்லை.

8.15.1.10. கம்பெனி சீபரி ஆலோசனை கம்பெனியை தெரிவு செய்துக்கொண்டு A 330-300 விமானங்கள் 06 ஐ கொள்வனவு செய்வதற்காக Airbus விமனாங்களை உற்பத்தி செய்கின்ற கம்பெனியுடன் உடன்படிக்கைகளை மேற்கொண்ட போதிலும், விமனாங்களுக்கு நிதியிடல் தொடர்பாக மேற்படி 7.8.4.3.10 பந்தி பிரகாரம் நடவடிக்கைகளை மேற்கொள்ளப்படவில்லை. 2012 ஆம் ஆண்டு சனவரி 23 ஆந் திகதி பணிப்பாளர் சபையின் நிதியிடல் தவிர்ந்த விமானங்களை பெற்றுக்கொள்வதற்கு அனுமதி மட்டும் வழங்கப்பட்டிருந்தது.

மேலும் மேற்படி நிலைமையின்கீழ் கம்பெனி விமானங்களை பெற்றுக்கொள்ளும் பணிக்காக முன்னர் இருந்து செலவு மதிப்பீடு தயாரித்தல் தொடர்பான தேவையை கவனத்தில் கொண்டிருக்கவில்லை. அதேபோன்று விமானங்களை கொள்வனவு செய்வதற்கு தீர்மானிக்கப்பட்ட 2012/2013 ஆம் ஆண்டில் 26,088 மில்லயின் ரூபா தேறிய நட்டத்தை பெற்றிருந்த சந்தர்ப்பத்தில், நிதியிடல் தொடர்பாக தீர்மானம் மேற்கொள்ளாமை காரணமாக, வெளியகத் தரப்புகளிலிருந்து கடன் வசதி பெற்றுக்கொள்வதற்காக விமானங்களை பொறுப்பேற்பதற்கு முன்னர் செலுத்துவதற்கான (PDP) செலுவுகளை மேற்கொள்ள நேரிட்டிருந்தது.

8.15.1.11. ஸ்ரீ லங்கன் விமானச் சேவைகள் கம்பெனி சம்பந்தப்பட்ட பணியை சீபரி ஆலோசனை கம்பெனிமூலம் மேற்கொண்டிருந்தபோதிலும், மேற்படி 7.8.4.3.11 பந்தி பிரகாரம் கம்பெனியின் தேவைகளை உறுதியாக அடையாளம் காணப்பட்டது என்பது வெளியாகவில்லை.

8.15.1.12. சீபரி ஆலோசனை கம்பெனியால் அனுப்பி வைக்கப்பட்ட பிரேரணைகளின் பொருட்டான பிரேரணைகளுக்கு கோரிக்கையில் (RFP) மேற்படி 7.8.4.3.12 பந்தியில் குறிப்பிடப்பட்டுள்ள கடித ஆவணங்கள் உள்ளடக்கப்படவில்லையென அவதானிக்கப்பட்டது.

8.15.1.13. மேற்படி 7.8.4.3.13 பந்தி பிரகாரம் அந்த விலை கோரல் சமர்ப்பிக்கப்பட்டிருந்த நபர் தொடர்பாக குறிப்பிடப்படவில்லையென்பதுடன், விலைகோரல் சமர்ப்பித்த நபர்கள் தொடர்பாக உறுதியாக உறுதிப்படுத்திக்கொள்ள முடியவில்லை. ஆகையால் சமர்ப்பிக்கப்பட்ட விலைகோரல்களில் அந்தரங்கத்தன்மை பாதுகாக்கப்படவில்லை.

அதேபோன்று சுயாதீன மின்அஞ்சல் கணக்குமூலம் நடவடிக்கைகளை மேற்கொள்ளாதிருப்பதன் காரணமாக எந்தவொரு விலை கோருபவரதும் அந்தரங்கத்தன்மை பாதுகாப்பதற்கு முடியாமல் இருந்தமை காணக்கூடியதாக இருந்தது

8.15.1.14. மேற்படி 7.8.4.3.14 பந்தியின்படி எல்லா விலைகோருபவர்களும் அல்லது அவர்களின் பிரதிநிதிகள் முன்னிலையில் ஒரே முறையில் விலை கணக்குகளை

திறக்கப்பட்டிருக்கவில்லை. ஆகையால் 8.15.1.16 இன்படியும், வெளிப்படைதன்மையுடனும் இப் பணி நிறைவேறாமை காரணமாக மிகவும் பயனுள்ள விலைகோரல்களை பெற்றுக்கொள்வதற்கு இருந்த சந்தர்ப்பம் அற்றுப்போனதாக அவதானிக்கப்பட்டது.

8.15.1.15. மேற்படி 7.8.4.3.15 பந்தியின் பிரகாரம் A 330-300 விமானங்கள் 6 ஐ விற்பனை செய்து குத்தகை அடிப்படையில் பெற்றுக்கொள்வதற்காக மின்அஞ்சல்மூலம் விலைகோரும்போது 2013 ஆம் ஆண்டு ஆகஸ்ட் மாதம் 23 ஆந் திகதிக்கு முன்னர் அனுப்பி வைக்கும்படி 2013 ஆம் ஆண்டு யூலை 20 ஆந் திகதி அறிவிக்கப்பட்டிருந்த போதிலும், சமர்ப்பிக்கப்பட்டிருந்த விபரங்களின்படி எதுவித பிரேரணையும் கிடைக்கப்பெற்றிருக்கவில்லை. பிரேரணைகளை சமர்ப்பிக்கும் காலம் நீடிக்கப்பட்டதாக சாட்சி சமர்ப்பிக்கப்படவில்லையென்பதுடன், சமர்ப்பிக்கப்பட்டிருந்த 12 விலைகள் 2013 ஆம் ஆண்டு ஆகஸ்ட் 29 ஆந் திகதி தொடக்கம் 2013 ஆம் ஆண்டு செப்தெம்பர் 30 ஆந் திகதி வரை காப்பகுதிக்குள் சமர்ப்பிக்கப்படவில்லை. மேலும் 06 கம்பெனிகளால் திருத்தம் செய்யப்பட்ட விலை கணக்குகளை சமரப்பித்திருந்த போதிலும், அந்த விலைகள் 2013 செப்தெம்பர் 24 தொடக்கம் 2013 ஆம் ஆண்டு ஒக்டோபர் 31 ஆந் திகதி வரையிலான காலப் பகுதிக்குள் சமர்ப்பிக்கப்படவில்லை.

7.8.4.2.2 இன்படி பெறுகை வழிகாட்டல் கோவைக்கமைவாக திருத்தம் செய்யப்பட்ட விலை கோரல்களை பெற்றுக்கொள்வதற்கு சந்தர்ப்பங்களை ஏற்பாடு செய்யப்படாமையால் பெறுகை வழிகாட்டலுக்கு முரணாக நடவடிக்கை மேற்கொள்ளப்பட்டுள்ளதாக அவதானிக்கப்பட்டது.

குத்தகை அடிப்படையின்கீழ் A 330-300 விமனாங்கள் 5 ஐ பெற்றுக்கொள்வதற்கு தெரிவு செய்யப்பட்ட கம்பெனி, இந்த திருத்தம் செய்யப்பட்ட பிரேரணைகள் 03 ஐ சமர்ப்பித்திருந்த HKAC (Hong Kong Aviation Capital) கம்பெனியாகியதால், இந்த தெரிவு செய்தல் வெளிப்படையின்றி மேற்கொள்ளப்பட்டுள்ளதாக அவதானிக்கப்பட்டது. இவ்வாறு சில கம்பெனிகளுக்கு மட்டும் திருத்தம் செய்யப்பட்ட விலை கணக்குகளை சமர்ப்பிப்பதற்கு வாய்ப்புகள் வழங்குவதற்காக ஏற்றுக்கொள்ள முடியுமான அடிப்படை சமர்ப்பிக்கப்படவில்லையென்பதுடன், ஏனைய விலைகோருபவரக்ளுக்கு அது நியாயமற்றதாக அவதானிக்கப்பட்டது.

8.15.1.16. மேற்படி 7.8.4.3.16 பந்தி பிரகாரம் இந்த பெறுகை நடவடிக்கைகள் தொடர்பான பிரேரணைகளில் அவ்வாறான செல்லுபடியான காலவெல்லை காட்டப்பட்டிருக்கவில்லை.

பிரேரணைகளுக்கான கோரிக்கைகளின்படி (RFP) பிரேரணைகள் சமர்ப்பிக்கப்பட்டு 06 வாரங்களின் பின்னர் நிபந்தனைகளின் பத்திரிக்கைக்கு (Term Sheet) இணைய வேண்டுமாயினும், கம்பெனி 06 விமானங்களின் பொருட்டு HKAC குத்தகை கம்பெனி மற்றும் ALC குத்தகை கம்பெனியுடன் நிபந்தனை பத்திரிகைகளுக்கு இணைவதற்கு 30

வாரங்கள் தொடக்கம் 98 வாரங்கள் வரையிலான காலவெல்லை தாமதமாகியிருந்தமை அவதானிக்கப்பட்டது..

விமானங்களின் இலக்கம்	குத்தகை கம்பெனியின் பெயர்	ஒப்பந்த உடன்படிக்கைக்கு உடன்பட்ட திகதி	பிரேரணை முன்வைக்கப்பட்ட திகதி	தாமதமாகிய வாரங்களின் எண்ணிக்கை
1564	ALC	2014 மார்ச்31	-	
1583	HKAC	2014 யூலை28 / 2014 நவம்பர் 25	2013/09/02	வாரங்கள் 30
1604	HKAC	2014 யூலை28	-,,-	வாரங்கள் 30
1650	HKAC	2015 ஆகஸ்ட்14	-,,-	வாரங்கள் 83
1669	HKAC	2015 ஒக்டோபர்30	-,,-	வாரங்கள் 94
1689	HKAC	2015 திசெம்பர்08	-,,-	வாரங்கள் 98

8.15.1.17. i) மேற்படி 7.8.4.3.17 பந்தி பிரகாரம் விமானச் சேவைகள் கம்பெனியால் குத்தகை கம்பெனிகளிடமிருந்து A 330-300 விமானங்கள் 06 இற்காக கிடைக்கப்பெற்ற பிரேரணைகளை மதிப்பீடும்போது, ஆகக்குறைந்த குத்தகை தவணைப் பெறுமதி மற்றும் விமானங்களை கொள்வனவு செய்வதற்காக கிடைக்கப்பெறுவதற்கு முன்னரான செலுத்தல்கள் (PDP) நிதியிடலுக்கு உள்ள ஆற்றல் ஆகிய காரணிகளையும் கவனத்தில் கொண்டுள்ளதால், குத்தகை தவணை பெறுமதியுடனான பிரேரணை தெரிவு செய்யப்படவில்லையென்பதை அவதானிக்கப்பட்டது.

ii) ஸ்ரீ லங்கன் விமானச் சேவைகள் கம்பெனியிடம் கிடைக்கப்பெற்ற பிரேரணைகளை மதிப்பிட முடியுமான முறை தொடர்பாக தயாரிக்கப்பட்ட விபரங்கள் இணைப்பு 46 இல் காட்டப்படுகிறது. 2013 நவம்பர் 20 ஆந் திகதிய பணிப்பாளர் சபை பத்திரம் படி 14 கம்பெனிகளுக்கிடையில் PDP ஆற்றல் உள்ள சில கம்பெனிகளை மதிப்பீடுகளிலிருந்து அகற்றப்பட்டு Aricastle, GE Capital Aviation Services, HKAC மற்றும் Avolon Aerospace Dubai Limited ஆகிய 04 கம்பெனிகளிடமிருந்து கிடைக்கப்பெற்ற பிரேரணைகளை மட்டும் மதிப்பீட்டுக்கு உட்படுத்தி HKAC கம்பெனியை தெரிவு செய்து கொண்டிருந்தபடியால் ஏனைய கம்பெனிகளிடமிருந்து கிடைக்கப்பெற்ற பிரேரணைகள் தொடர்பாக கம்பெனி கவனம் செலுத்தப்படவில்லையென்பது அறியவந்தது. மேலும் மேற்படி குறிப்பிடப்பட்ட 04 கம்பெனிகளில் இரண்டு PDP ஆற்றல் இல்லையென அறிவித்து இருந்தமையும் அவதானிக்கப்பட்டது.

iii) மேற்படி 7.8.4.2.14 பந்தி பிரகாரம் கம்பெனியின் பிரேரணைகளின் பொருட்டு கோரிக்கையின் மதிப்பீட்டு அளவுகோள்களான கிடைக்கப்பெறுதலுக்கு முன்னரான செலுத்தல்கள் நூற்றுக்கு நூறு நிதியிடலுக்கு 03 கம்பெனிகள் முன்வந்திருந்த போதிலும், நூற்றுக்கு 75 நிதியிடலுக்கு விருப்பம் தெரிவித்திருந்த HKAC

குத்தகை கம்பெனி தெரிவு செய்திருத்தல் கணக்காய்வின்போது பிரச்சினைகளுடன் கூடிய விடயமாக அவதானிக்கப்படுகிறது.

8.15.1.19. அதன்படி பணிப்பாளர் சபையும், இந்த பணியின்போது எதுவித குழுவொன்றை நியமனம் செய்யாது இரண்டு அலுவலர்களிடமிருந்து கிடைக்கப்பெற்ற பரிந்துரைகளை அடிப்படையாகக்கொண்டு 06 விமானங்களை விற்பனை செய்து மீண்டும் குத்தகைக்கு பெற்றுக்கொள்வதற்கு அனுமதி வழங்குவதன்மூலம், பணிப்பாளர் சபையின் பொறுப்புகளை தவிர்த்து நடவடிக்கை மேற்கொண்டுள்ளதாக அவதானிக்கப்பட்டது.

8.15.1.20. மேற்படி 8.15.1.6 இல் குறிப்பிடப்பட்டுள்ள இரண்டு அலுவலர்களாலும், குத்தகை கம்பெனிகளிடமிருந்து பிரேரணைகளை பெற்றுக்கொண்டு அந்த பிரேரணைகளை மதிப்பீடு செய்து HKAC குத்தகை கம்பெனியிடமிருந்து விமானங்கள் 05 ம், ALC குத்தகை கம்பெனியிடமிருந்து ஒரு விமானமும் கொள்வனவு செய்வதற்காக பணிப்பாளர் சபைக்கு பரிந்துரைகள் சமர்ப்பிக்கப்பட்டிருந்தது. ஆயினும் முன்னரான உறுதியான அளவுகோள்களை அடிப்படையாகக்கொண்டு அவ்வாறான பரிந்துரைகளை செய்வதற்கு போதியவு விஞ்ஞான ரீதியலான பகுப்பாய்வு மேற்கொண்டிருந்தது என்பதற்கான தகவல்கள் கணக்காய்வில் அறியவில்லை.

8.15.1.21. மேற்படி 7.8.4.2.15 பந்தி பிரகாரம் கம்பெனி, HKAC நிறுவனம் 05 விமானங்களை குத்தகைக்கு எடுப்பதற்காக தெரிவு செய்யப்பட்டிருந்தமையால், பிரேரணையை 03 விமானங்களுக்கு சமர்ப்பிக்கப்பட்டு அந்த பிரேரணை அடிப்படையாகக்கொண்டு HKAC குத்தகை கம்பெனியிடமிருந்து 05 விமானங்களை பெற்றுக்கொள்ளுதல் கருத்து வேறுபாடுகளுக்கான காரணமாகும்.
மேலும், 03 விமானங்களை விற்பனை செய்து குத்தகை அடிப்படையில் பெற்றுக்கொள்வதற்கான பிரேரணை 05 விமானங்கள் வரை அதிகரிப்பதற்கான தீர்மானம் யாரால் மேற்கொள்ளப்பட்டது என்பது உறுதிப்படுத்தப்படவில்லை.

8.15.1.22. மேற்படி 7.8.4.2.9. பந்தி பிரகாரம் ILFC குத்தகை கம்பெனியுடன் அவ்வாறான நிபந்தனைக்கு அமைவாக A 350-900 வகையின் 03 விமானங்களை குத்தகை அடிப்படையில் பெற்றுக்கொள்வதற்கு இணங்கியதன்மூலம் குத்தகை கம்பெனியை தெரிவு செய்து கொள்ளும் ஆற்றல் ஸ்ரீ லங்கன் விமானச் சேவைகள் கம்பெனியால் உரித்தற்றதாக்கி கொண்டிருந்தது.

8.15.1.23. மேற்படி 7.8.4.2.11 பந்திக்கு அமைவாக ஸ்ரீ லங்கன் விமானக் கம்பெனி இந்த குத்தகை கம்பெனியை தெரிவு செய்கையில் 2006 ஆம் ஆண்டில் பெறுகை வழிகாட்டல் கோவையின் எதுவித ஏற்பாடுகளையும் பின்பற்றப்படவில்லை. Air Leasing Corporation கம்பனெியின் குத்தகை தவணையும் டொலர் 1,115,839 ஆகியதுடன், மாதாந்த தவணை

பணமும் ஏனைய 05 விமானங்களில் பெற்றுக்கொள்ளப்பட்ட, அந்த மாதாந்த பணமும் ஏனைய 05 விமானங்களிலும் பெற்றுக்கொள்ளப்பட்ட HKAC குத்தகை கம்பெனி சமர்ப்பித்திருந்த குத்தகை தவணை பணத்தையும் பார்க்க டொலர் 104,955 அதிகமென அவதானிக்கப்பட்டது.

8.16. A 330-300 விமானங்கள் 06 ஐ கொள்வனவு செய்த பின்னர் செயலாற்றுகை தொடர்பான அவதானிப்பு

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06 விமானங்களில் ஆண்டு குத்தகை தவணை 74,725,068 அமெரிக்கன் டொலர் ஆவதுடன், மேற்படி7.8.4.4. பந்தி பிரகாரம் கம்பெனி இந்த விமானங்களை ஓட்டத்திற்கு விடுவதன்மூலம் நட்டங்களை பெற்றுவருவதாக அவதானிக்கப்பட்டது.

8.17. **A 330-300 விமானங்களுக்காக VIP அறைகளின் தொகுதியினை கொள்வனவு செய்தல் தொடர்பான அவதானிப்புகள்**

மேற்படி **7.9.1, 7.9.2, 7.9.3, 7.9.4** மற்றும் **7.9.5** பந்திகளின்படி பின்வருமாறு அவதானிக்கப்பட்டது.

8.17.1. **VIP** அறைகளின் தொகுதிகளின் பிரேரணை முன்வைக்கப்பட்ட முறை

விமானங்களை பெற்றுக்கொள்ளும் நிகழ்ச்சித்திட்டத்திற்கு ஏற்புடையதாக 2013 ஆம் ஆண்டு பெப்ருவரி 28 ஆந் திகதிய பணிப்பாளர் சபை பத்திரிக்கையில் இந்த VIP அறைகளின் தொகுதி தொடர்பாக எதுவித குறிப்புகளும் வைக்கப்படவில்லையென்பதுடன், அதற்கான பணிப்பாளர் சபையின் தீர்மானமும் அது தொடரப்பான விடயங்களும் காட்டப்பட்டிருக்கவில்லை. எவ்வாறாயினும், அதனை அடிப்படையாகக்கொண்டு விமானங்களை பெற்றுக்கொள்ளும் நிகழ்ச்சித்திட்டத்தின் பொருட்டு அமைச்சரவை அனுமதி பெற்றுக்கொள்வதற்கு தயாரிக்கப்பட்ட 2013 ஆம் ஆண்டு மார்ச் மாதம் 27 ஆந் திகதிய அமைச்சரவை விஞ்ஞாபனத்தில் 2.7 பந்தியில் எயார்பஸ் கம்பெனியை தெரிவு செய்து கொள்வதற்கான காரணங்கள் குறிப்பிடப்பட்டிருந்ததுடன், 15 மில்லியன் அமெரிக்க டொலர் பெறுமதியான VIP அறைகளின் தொகுதியினை அரச தலைவரால் மேற்கொண்ட உத்தியோகபூர்வ சுற்றுலாவின்போது பயன்படுத்துவதற்கு வழங்கப்பட்டிருந்தது என்று குறிப்பிடப்பட்டிருந்தது. ஆயினும் இது தொடர்பாக மேற்கொள்வதற்கு நேரிடும் மேலதிக செலவு மற்றும் உள்ளடக்கப்பட வேண்டிய உடன்படிக்கைகள் தொடர்பாக எதுவித தகவல்களும் சம்பந்தப்பட்ட பணிப்பாளர் சபையின் தீர்மானங்களில் உள்ளடக்கப்படவில்லை.

VIP அறை தொகுதிகளை பெற்றுக்கொள்ளும் தேவை பணிப்பாளர் சபை தீர்மானத்தில் குறிப்பிடப்படாதிருக்கும்போது, சம்பந்தப்பட்ட அமைச்சரவை விஞ்ஞாபனத்தில் அவ்வாறான தேவை குறிப்பிடப்பட்டிருப்பதன் பின்னணி கணக்காய்வில் வெளியிடப்படவில்லை.

8.17.2. **செலவு நலன் தொடர்பான பகுப்பாய்வு மேற்கொள்ளப்படாமை**

மேற்படி 7.9.1 மற்றும் 7.9.2 பந்திகளில் குறிப்பிடப்பட்டுள்ள விடயங்களின்படி VIP அறையின் உட்பகுதியில் உபகரணங்கள் மற்றும் எனைய நடவடிக்கைகளின் பொருட்டு அதற்கு அதிகமான செலவினை செலவிட நேரிடுமா என்பது தொடர்பாக செலவு மதிப்பீடு ஸ்ரீ லங்கன் விமானச் சேவைகள் கம்பெனியால் உடன்படிக்கைகளை மேற்கொள்கின்ற சந்தர்ப்பத்தில் மேற்கொள்ளப்படவில்லை..

8.18. A 330-300 வகையின் ஒரு விமானமொன்றை பாகிஸ்தான் சர்வதேச விமானக் கம்பெனிக்கு இடைக்கால குத்தகைக்கு வழங்குதல் தொடர்பான அவதானிப்புகள்

மேற்படி 7.10 பந்தியில் குறிப்பிடப்பட்டுள்ள விடயங்கள் தொடர்பாக பின்வரும் அவதானிப்புகள் மேற்கொள்ளப்படுகின்றது.

8.18.1. மேற்படி 7.10.3.2. பந்தி பிரகாரம் விலைகோரல்களுடன் ஒப்பிடும்போது ஸ்ரீ லங்கன் விமானச் செவைகள் கம்பனி அதற்கும் பார்க்க குறைந்த பெறுமதிக்கு விமானத்தை பாகிஸ்தான் சர்வதேச விமானக் கம்பெனியிடம் வழங்குவதற்கு இணங்கியிருந்தமை அவதானிக்கப்பட்டாலும், சம்பந்தப்பட்ட விலை கணக்குகளை மாற்றுதல் தொடர்பான கலந்துரையாடல் குறிப்புகள் அல்லது ஏனைய எழுத்திலான சாட்சிகள் எதுவும் வெளிப்படுத்தப்படவில்லை.

8.18.2. பாகிஸ்தான் விமானக் கம்பெனியிடமிருந்து கிடைக்கப்பெற வேண்டிய 193,140 அமெரிக்கன் டொலர் தொகை அறவிடுவதற்காக 2017 ஆம் ஆண்டு ஒக்டோபர் 21 ஆந் திகதி மற்றும் 2018 சனவரி 18 ஆந் திகதிய நினைவூட்டல் கடிதங்கள் (Letter of Demand) (இணைப்பு 44) அனுப்பியிருப்பினும் இந்த அறிக்கையில் திகதியாகும்போதும் அந்த அறவிடப்பட வேண்டிய தொகை கிடைக்கப்பெறவில்லை.

8.18.3. கம்பெனியின் பிரதான நிறைவேற்று அலுவலரால் 2016 ஆம் ஆண்டு யூன் மாதம் 20 ஆந் திகதி சம்பந்தப்பட்ட விலைகோரல் கடிதம் (தொழில்நுட்ப மற்றும் நிதிப் பிரேரணைகளும் அடங்கலாக) பாகிஸ்தான் விமான சேவை கம்பெனிகளிடம் சமர்ப்பித்த பின்னரான் திகதியில் அதாவது 2016 ஆம் ஆண்டு யூன் 29 ஆந் திகதி அந்தப் பிரேரணைகள் சமர்ப்பித்தல் தொடர்பில் பணிப்பாளர் சபையை அறிவுறுத்தல் மட்டும் மேற்கொள்ளப்பட்டிருந்ததுடன், இது தொடர்பாக பணிப்பாளர் சபையின் அனுமதி விலைகோரல் கடிதம் சமர்ப்பிப்பதற்கு முன்னர் பெற்றுக்கொள்ளப்படவில்லை.

8.18.4. மேற்படி சமரப்பிக்கப்பட்ட விலைகோரல் கடிதத்தில் ஆகக்குறைந்த நிலையான மணித்தியாலங்களின் எண்ணிக்கை 350 இற்காக 8,600 அமெரிக்க டொலர் என்று விலை கணக்குகள் சமர்ப்பிக்கப்பட்டிருப்பினும், ஆகக்குறைந்த நிலையான மணித்தியாலங்கள்

400 இற்கு 8, 500 அமெரிக்கன் டொலர் விலை கணக்கு சமர்ப்பிக்கப்பட்டதாக கம்பெனியின் நிறைவேற்று அலுவலரால் பணிப்பாளர் சபையிடம் அறிவிக்கப்பட்டிருந்தது.

8.18.5. A 330-300 விமானம் Wet Lease அடிப்படையின்மீது சர்வதேச விமானக் கம்பெனியிடம் வழங்குவதற்கு தேவைப்படும் அனுமதி சிவில் விமான சேவைகள் அதிகார சபை மற்றும் பொது தொழில்முயற்சிகள் அபிவிருத்தி அமைச்சிடமிருந்து பெற்றுக்கொள்ளப்பட்டதாக குறிப்பிடப்பட்டாலும், அவ்வாறான அனுமதி பெற்றுக்கொள்ளப்பட்டதாக கணக்காய்வின்போது அறியப்படவில்லை.

8.18.6. ஸ்ரீ லங்கன் விமானச் சேவைகள் கம்பெனி 2011/12 தொடக்கம் 2014/15 வரையிலான ஐந்தாண்டு வியாபார திட்டம்படி விரிவான உடற் அமைப்பினைக்கொண்ட 14 விமானங்களையும், குறுகிய உருவ அமைப்பினைக்கொண்ட 08 விமானங்களும் அடங்கலாக மொத்த விமானத் தொகுதி 22 வரை அதிகரிப்பதன்மூலம் விமானப் பயணத் தடவைகளின் எண்ணிக்கையை அதிகரித்துக் கொள்வதற்கும், நீண்ட முடிவிடங்களில் விமானப் பயணங்களில் ஈடுபடுதல் போன்ற விடயங்களுக்கு விமானத் தொகுதி திட்டமிடப்பட்டிருந்தது. அவ்வாறாயினும், மேற்படி 7.10.6 மற்றும் 7.10.7 ஆகிய பந்திகளின்படி மேற் கூறப்பட்ட திட்டத்திற்கு புறம்பாக 2014/15 ஆண்டுகளில் கொள்வனவு செய்யப்பட்டு விற்பனை செய்து, மீண்டும் குத்தகைக்கு எடுக்கப்பட்ட விமானங்களை வேறு விமானக் கம்பெனிகளிடம் இயன்ற அளவில் வழங்குவதற்கு முயற்சி எடுத்தல்மூலம் கம்பெனி, வியாபார திட்டத்தில் சமர்ப்பிக்கப்பட்ட விடயங்களுக்கிடையில் முரண்பாடு உள்ளதென்றும், விமானங்களை கொள்வனவு செய்தாலும் அந்த விமானங்கள் பயணப்படுவது தொடர்பாக உரிய திட்டம் கம்பெனியிடம் இல்லையென்றும் மேலதிக விமானங்களின் தொகுதியை கம்பெனி பேணிச் செல்வதாகவும் அவதானிக்கப்பட்டது.

8.19. விமானக் கம்பெனியால் பின்வரும் ஆலோசனை சேவைகளை வழங்கும் போதும், விமனாங்களை கொள்வனவு செய்யும்போதும், குத்தகை அடிப்படையில் பெற்றுக்கொள்ளும்போதும் மேற்கொண்டிருந்த எந்தவித உடன்படிக்கையும் சட்டமா அதிபரிடம் சமரப்பித்து தடைநீக்கச் சான்றிதழ் பெற்றுக்கொண்டிருக்கப்படவில்லை.

i) கம்பெனியால் தயாரிக்கப்பட்டிருந்த 2010/11-2014/15 திட்டம் செல்லுபடியாக்குவதற்கு VIA Capital கம்பெனியுடன் 2010 திசெம்பர் 03 ஆந் திகதி மேற்கொண்டிருந்த உடன்படிக்கை

ii) சீபரி ஆலோசனை கம்பெனியுடன் 2012 செப்தெம்பர் 06 திகதி மேற்கொண்டிருந்த விமானங்களின் தொகுதியை பெற்றுக்கொள்வதற்கான ஆலோசனை சேவைகளை பெற்றுக்கொள்ளும் உடன்படிக்கைகள்.

iii) சீபரி ஆலோசனை கம்பெனியுடன், 2013 யூன் 26 ஆந் திகதி மேற்கொண்டிருந்த A330-300 விமனாங்களை கொள்வனவு செய்யப்பட்டு விற்பனை செய்து மீண்டும் குத்தகை அடிப்படையில் நிதியிடலுக்கான உடன்படிக்கை

iv) எயார் பஸ் கம்பெனியுடன் A330-300 விமானங்கள் 6 ஐ கொள்வனவு செய்வதற்கான உடன்படிக்கைகள்.

v) எயார் பஸ் கம்பெனியுடன் A350-900 விமனாங்கள் 4 ஐ கொள்வனவு செய்வதற்கு மேற்கொண்டிருந்த உடன்படிக்கைகள்

vi) HKAC (Hong Kong Aviation Capital) நிறுவனத்துடன் A330-300 விமானங்கள் 5 ஐ குத்தகை முறைக்கு பெற்றுக்கொள்வதற்கு மேற்கொண்டிருந்த உடன்படிக்கை

vii) Air cap கம்பெனியுடன் A350-900 விமனாங்கள் 4 ஐ குத்தகை முறைக்கு பெற்றுக்கொள்வதற்கு மேற்கொண்டிருந்த உடன்படிக்கைகள்

viii) A330-300 விமானங்களுக்குVIP KIT பெற்றுக்கொள்வதற்காக 2013 யூன்19 திகதிய உடன்படிக்கை, 2013 திசெம்பர் 02 ஆம் இலக்க திருத்தம், 2014 மார்ச் 31 ஆவது திருத்தம் மற்றும் Out Fitting agreement- 2013 திசெம்பர் 02 உடன்படிக்கைகள்

9. முறைமைகள் மற்றும் நிருவாக குறைப்பாடுகள்

பின்வரும் முறைமைகள் மற்றும் நிருவாக குறைப்பாடுகள் தொடர்பில் விசேட கவனம் செலுத்தப்பட வேண்டுமென அவதானிக்கப்பட்டது.

9.1. திட்டமிடல்

- 2010 ஆம் ஆண்டு தொடக்கம் பல்வேறு திட்டங்களை தாயரித்திருப்பினும் அதற்கு முறையான குழுவொன்றை நியமனம் செய்யப்படவில்லை.

- கம்பெனியால் தயாரிக்கப்பட்ட திட்டங்களைசெல்லுபடியாக்கிகொள்வதற்குஆலோசனை கம்பெனி தெரிவு செய்கையில் பெறுகை வழிகாட்டல் பின்பற்றப்படாமை.

- திட்டங்களை நடைமுறைப்படுத்துவதற்காக முறையான கட்டுப்பாட்டு முறைமைகளை அறிமுகப்படுத்தவில்லையென்பதுடன், அது தொடர்பான பின்னாய்வு மேற்கொள்ளப்படவில்லை.

9.2. சொத்துக்களின் முகாமைத்துவம்

- விமானங்களின் தொகுதியினை விரிவாக்கும்போது முறையான செலவு பயனை பகுத்தாய்வு செய்யப்படவில்லை.
- விமானங்களை கையேற்கும் முறையை தெரிவு செய்யும்போது முறையான பகுப்பாய்வு மேற்கொள்ளப்படவில்லை.
- விமானங்களை கையேற்கும்போது அரசாங்கத்தின் பெறுகை வழிகாட்டல் பின்பற்றப்படவில்லை.

10. **பரிந்துரைகள்**

10.1. 2010 ஆம் ஆண்டு14 ஆம் இலக்க சிவில் விமானச் சேவைகள் சட்டத்தில் 4 ஆவது பிரிவு பிரகாரம், சிவில் விமானச் சேவைகள் அமைச்சர் அவர்களால் இலங்கைக்கு ஏற்புடையதாக தேசிய சிவில் விமானச் சேவைக் கொள்கை தயாரித்தல், காலத்திற்கேற்றவாறு மீளாய்வு செய்தல் மற்றும் பகுத்தாய்வு செய்தல் என்பவற்றுக்கு தமது பரிந்துரைகளை அமைச்சரவையிடம் வழங்குதல், இலங்கையில் பொருளாதார மற்றும் சமூக சூழலுக்கு ஏற்றவாறு விமானங்களின் பயனக் கொள்கை அடையாளம் காணப்படுதல் மற்றும் அதனடிப்படையில் விமானங்களின் தொகுதியினை தீர்மானித்தல் (8.1 கணக்காய்வு அவதானிப்புகள்)

10.2. வரையுள்படுத்திய கொள்கை பிரகாரம் விமானங்களின் பேணல், பழுதுபார்த்தல் நடவடிக்கைகளின் பொருட்டு அரசாங்கத்தின் அனுசரணை வழங்குதல் மற்றும் விமானங்களின் எரிபொருளை ஆகக் குறைந்த விலைக்கு பெற்றுக்கொள்ளுதல் என்பவற்றுக்காக இலங்கை பெற்றோலியக் கூட்டுத்தாபனத்துடன் கலந்துரையாடப்பட்டு உடன்படிக்கைகளை மேற்கொள்ளுதல் அல்லது எரிபொருள் செலவை குறைத்துக்கொள்வதற்கு வேறு நடவடிக்கைகளை கண்டறிதல் (8.1 கணக்காய்வு அவதானிப்பு)

10.3. வரையுள்படுத்திய கொள்கை பிரகாரம் அரச – தனியார் கூட்டு வியாபாரங்களை ஏற்படுத்தல்மூலம் வெளிநாட்டு முதலீடு நூற்றுக்கு 90 வரை பெற்றுக்கொண்டு விமானச் சேவைகளின் தொழிற்பாட்டு நடவடிக்கைகள், பழுதுபார்த்தல் நடவடிக்கைகள், உணவு வழங்குதல், விமானச் சேவைகளின் பயிற்சி நடவடிக்கைகளை விரிவாக்குதல் மற்றும் அபிவிருத்திச் செய்தல் (8.1 இன் கணக்காய்வு அவதானிப்பு)

10.4. ஸ்ரீ லங்கன் விமானச் சேவைகள் கம்பெனியின் எதிர்கால உபாய முறையிலான திட்டங்களை தயாரிக்கும்போது யதார்த்தமான அனுமானங்களின்மீது முறையாக பகுத்தாய்வு செய்த பின்னர் தயாரித்தல் மற்றும் பணிப்பாளர் சபையால் போதியளவு ஆய்வின் பின்னர் அவற்றை அங்கீகரித்தல் (8.2.3)

10.5. ஆலோசனை கம்பெனியால் பொருட்கள் மற்றும் சேவைகளின் பெறுகையின்போது பெறுகை முகவர் நிறுவனத்தால் வெளியிடப்பட்டுள்ள 2006 ஆம் ஆண்டு சனவரி 25 ஆந் திகதிய பெறுகை வழிகாட்டல் மற்றும் 2006 மார்ச் 01 ஆந் திகதிய பெறுகை கைந்நூலின் ஏற்பாடுகளுக்கமைவாகவும், ஆலோசனை சேவைகளை பெற்றுக்கொள்ளும்போது 2007 ஆகஸ்ட் மாதத்தில் அந்த நிறுவனத்தால் வெளியிடப்பட்டுள்ள வழிகாட்டல்கோவை, ஆலோசனை கைந்நூல் என்பவற்றின் ஏற்பாடுகளுக்கமைவாகவும் இல்லாவிட்டால் பெறுகை நடவடிக்கைகளின் வெளிப்படைத்தன்மை பாதுகாக்கும் வகையில் திறைசேரியால் அங்கீகரிக்கப்பட்ட பெறுகை

ஏற்பாடுகளுக்கமைவாகவும் கம்பெனி நடவடிக்கைகளை மேற்கொள்ள வேண்டும் (8.3.4, 8.3.5, 8.3.6 மற்றும் 8.9 இல் கணக்காய்வு அவதானிப்புகள்)

10.6. அமைச்சரவை அனுமதி அத்தியாவசிய முக்கியமான விடயங்கள் தொடர்பில் அமைச்சரவையிடம் முன்வைத்து உரிய அனுமதிகளை பெற்றுக்கொள்ளுதல் வேண்டும். (கம்பெனி மீள்தாபித்தல் திட்டம், பாரிய அளவிலான பெறுமதிகளைக்கொண்ட அமைச்சரவைமூலம் நியமனம் செய்யப்பட்ட பெறுகை குழுவொன்றின்மூலம் அல்லது பெறுகை மேற்கொள்ள வேண்டிய முறையிலான கொடுக்கல்வாங்கல்) (8.3, 8.9 மற்றும் 8.15 இன் கணக்காய்வு அவதானிப்புகள்)

10.7. கம்பெனிக்கு தேவையான விமானங்களின் தொகுதியில் அளவு, வகை தீர்மானிக்கும்போதும் புதிய விமான ஓடுப்பாதைகளை அறிமுகப்படுத்தல், தற்போதுள்ள விமான ஓடுப்பாதைகளை நிறுத்துதல், விமானங்களின் பயணங்கள் மேற்கொள்ளகின்ற தவணைகளின் எண்ணிக்கையில் குறைத்தல்/அதிகரித்தல் ஆகிய தொழிற்பாட்டு நடவடிக்கைகளின்போதும் யதார்த்தமான மற்றும் முறையான பொருளாதார, சமூக விடயங்களை அடிப்படையாகக்கொண்ட பகுத்தாய்வின் பின்னர் மேற்கொள்ளுதல் வேண்டும். (8.6, 8.7 மற்றும் **8.**8 இன் கணக்காய்வு அவதானிப்புகள்)

10.8. கம்பெனியை மீள்தாபிக்கும் நடவடிக்கைகளை மேற்கொள்ளும்போது உத்தேச அனைத்து அலுவல்களையும் நிறைவேற்றுவதற்காக செயற்றிட்டம் தயாரித்து திட்டத்தின் அனைத்து அலுவல்களையும் நிறைவேற்றப்படுவதாக முகாமைத்துவத்தால் (பணிப்பாளர் சபை அடங்கலாக) செயலாற்றுகை மதிப்பீடுகளை மிக கவனமாகவும் பின்னாய்வு நடவடிக்கைகளுடனும் மேற்கொள்ளுதல் வேண்டும். (8.5 கணக்காய்வு அவதானிப்புகள்)

10.9. அரச கம்பெனிகள் தொடர்பில் பொது திறைசேரியால் உரிய கட்டுப்பாட்டு சட்டகமொன்றை அறிமுகப்படுத்தல் வேண்டும். (8**.**1 மற்றும் 8.19 இன் கணக்காய்வு அவதானிப்புகள்)

10.10. கம்பெனியால் மேற்கொள்கின்ற அனைத்து முக்கியமான சர்வதேச மற்றும் உள்நாட்டு உடன்படிக்கைகளுக்கு சட்டமா அதிபரின் தடைநீக்கச் சான்றிதழ் பெற்றுக்கொள்ளுதல் வேண்டும். (8.19 இன் கணக்காய்வு அவதானிப்புகள்)

11. **முடிவுகள்**

11.1. பெறுகை நடைமுறையில் அடிப்படை நோக்கங்களில் உள்ளடக்கப்பட்டுள்ள,

- ❖ உயர் தரத்துடன்கூடிய ஆகக்கூறைந்த செலவின் பயனாக ஆகக்கூடிய பொருளாதார நன்மைகளை பெற்றுக்கொள்ளுதல் மற்றும் உரிய நேரத்திற்கு தரத்துடன்கூடிய பெறுகை நடவடிக்கைகளை மேற்கொள்ளுதல்;
- ❖ உரிய தரநியமங்களுக்கு, விபரக்குறிப்புகளுக்கு, சட்டதிட்டங்களுக்கு, ஒழுங்குவிதிகளுக்கு மற்றும் சர்வதேச பிணைப்புகளுக்கு அமைவாக நடவடிக்கைகளை மேற்கொள்ளுதல்;
- ❖ தகைமைகளை பெற்ற முயற்சிகளுடன்கூடிய தரப்புகள் பெறுகை நடயவடிக்கைகளில் பங்குபற்றுவதற்கு நியாயமானதும் சமமானதும் ஆகக்கூடிய வகையிலும் வாய்ப்புகளை வழங்குதல்;
- ❖ துரிதமாக பொருட்களையும் சேவைகளையும் வழங்குதல்;
- ❖ மதிப்பீடுகள் மற்றும் தெரிவு செய்கின்ற திட்டத்தின் வெளிப்படைத் தன்மை மற்றும் ஸ்தீரத்தன்மை தொடர்பாக சான்றுப்படுத்தல்;

ஆகிய தேவைகளின்படி ஸ்ரீ லங்கன் விமானச் சேவைகள் கம்பெனியால் விமானங்களின் மீள் தாபித்தல் செயற்பாடுகளின்போது ஆலோசனை சேவைகளை பெற்றுக்கொள்ளுதல், விமானங்களை கொள்வனவு செய்தல் மற்றும் குத்தகைக்கு விடுவதற்கு கம்பெனி தெரிவு செய்தல் போன்ற சந்தர்ப்பங்களில் நடவடிக்கை மேற்கொள்ளவில்லையென தீர்மானிக்கப்படுகிறது.

11.2. அமைச்சரவையின் அனுமதியின்றி, முறையான செலவுகளின் பயன் பகுத்தாய்வின்றி 14 நவீன விமானங்கள் 8 ஆண்டுகளுக்குள் விமானத் தொகுதியில் சேர்ப்பதற்கு கம்பெனி முகாமைத்துவத்தால் மேற்கொண்ட தீர்மானம், தமது அதிகாரத்தை கடந்து மேற்கொண்ட தீர்மானமெனவும் குறித்த தீர்மானம் வெற்றியளிக்காமை தொடர்பில் அந்த அலுவலர்கள் பொறுப்பு கூற வேண்டுமெனவும் தீர்மானிக்கப்படுகிறது.

11.3. A350-900 வகையின் 4 விமானங்களை குத்தகை அடிப்படையில் பெற்றுக்கொள்ளும் உடன்படிக்கைகளை இரத்துச் செய்யும் செயற்பாடுகளின்போது செலுத்தப்பட்ட மொத்த தொகையான 17,058.1 மில்லியன் ரூபா நேரடியாக அடையாளம் காணக் கூடியதான நட்டமாயினும், 2020/2021 திகதியில் கிடைக்கப்பெறவிருந்த A 350-900 4 விமானங்கள் தொடர்பாக உடன்படிக்கைகளை முடிவுறுத்தும்போது செலுத்த வேண்டி ஏற்படும் நட்டத் தொகை தொடர்பாக, முழுமொத்த செயற்பாடுகளுக்கு ஏற்புடையதான காலவெல்லையில் பணியாற்றிய முகாமைத்துவம் பொறுப்பு கூற வேண்டுமென தீர்மானிக்கப்படுகிறது.

11.4. விமானங்களின் தொகுதியினை பெற்றுக்கொள்ளும்போது வழங்கியிருந்த 375 மில்லியன் அமெரிக்க டொலர் நிதியத்திலிருந்து 355.5 அமெரிக்கன் மில்லியன் டொலரை முகாமைத்துவத்தால் நடைமுறை பொறுப்புகளை சீராக்குவதற்கு பெற்றோலியக் கூட்டுத்தாபனத்திடம் செலுத்தியிருந்த காரணத்தால் திட்டமிட்டவாறு விமானங்களின் தொகுதியை பெற்றுகொள்ளுதல் அடங்கலாக அபிவிருத்தி நடவடிக்கைகளின் பொருட்டு செலவிடுவதற்கு நிதி இல்லாமை தொடர்பாக கம்பெனியின் முகாமைத்துவம் பொறுப்பு கூறுதல் வேண்டுமென தீர்மானிக்கப்படுகிறது.

11.5. இந்த அறிக்கை கணக்காய்வாளர் அதிபதிக்குரிய அதிகாரங்கள், வளங்கள் மற்றும் நேரம் ஆகிய விடயவெல்லைக்குள் மேற்கொண்டமையால் அதனை கடந்துச் சென்று கணக்காய்வாளர் அதிபதிக்கு தீர்மானிக்க முடியாத மட்டத்தில் சட்ட விரோதமான அல்லது குற்றவியல் நடவடிக்கைகள் ஏற்பட்டுள்ளதா என்பது தொடர்பாக எனது பரிசோதனைக்கு உட்படுத்தவில்லை. ஆகையால் அவ்வாறான பரிசோதனை செய்ய வேண்டுமென கருதுவதாயின் அதற்கு விசேடமான நிறுவனங்களின் ஒத்துழைப்பு பெற்றுக்கொள்ளுதல் பொருத்தமானதென தீர்மானிக்கப்படுகிறது.

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கணக்காய்வாளர் தலைமை அதிபதி

எச்.எம்.காமினி விஜேசிங்க
கணக்காய்வாளர் அதிபதி

Special report of audit ,which is submitted by the Auditor General in respect of the re-fleeting of aircrafts fleet of Sri Lankan Airlines Limited on the request of COPE committee in the Parliament.

1. **Executive summary**

The loss reported in the operations of Sri Lankan Airlines at the time, when Emirates Company had withdrawn from the management of Sri Lankan Airline in the 2008, was Rs. 4,428 million. By that time the Company was providing airline services with 05 A320 air buses, 04 A 330-200 aircrafts and 05 A340-300 air crafts and accordingly the total number of aircrafts run by it was 14.

At the end of the civil war, which prevailed nearly 30 years, the Company had identified the necessity to restructure the airline service to cater to the local as well as foreign demand and therefore a business plan had been prepared by the Company for 5 years. (2010/2011-2014/2015) Later action had been taken to validate this business plan by an International Consultancy Company and then plans had been prepared for the development of 5 main divisions identifying the requirements for such developments. One of such necessities identified at that time was to obtain aircrafts to replace 13 narrow-body aircrafts belonged to the Company, which were to be removed from running within 2014-2020 due to expiry of lifespan. That had been introduced as Re-fleeting proramme.

Accordingly the Company had decided to add 14 brand new wide-body aircrafts to the fleet for running in place of 13 aircrafts, which are to be disposed of during 2013-2021. Therefore it had been decided to purchase 6 new A 330-300 with the seating capacity of 300 and 4 A 350-900 aircrafts, which were newly introduced in year 2013 with seating capacity of 330 from the manufacture and then to obtain aircrafts on sell and lease back method. Further it had been decided to obtain another 4 new A 350-900 aircrafts on lease basis. Accordingly agreements had been signed by way of selecting the types of aircrafts with the assistance of Consultative Companies but action had not been taken to make Pre Delivery Payments, pay the final price and sell those aircrafts and find lessors sell and lease back and also to prepare a finance plan for financing for lease rental increased. However it was not confirmed that the Management had made above decisions after making comprehensive cost benefit analysis on the contribution, which can be made to the

profit of the Company by way of running aircrafts on relevant air routes, which were to be added to the fleet bearing a huge cost.

Accordingly particulars on the investigations such as obtaining consultancy services for the programme for re-fleeting of aircrafts, purchase of aircrafts and adhering to procurement procedures ,when aircrafts were obtained on lease basis, and observations, recommendations and conclusions of audit are included in this report.

2. Background and the nature of the report

A request was made from the Auditor General at the meeting of the COPE committee held on 20th September 2017 for the investigation of activities of Sri Lankan Airlines Limited to submit two reports on re-fleeting of aircrafts and the cancelation of agreements relevant to that matter. (Annex 01) The special report on re-fleeting of aircrafts which was prepared accordingly is submitted herewith. The report relevant to the revocation of agreements, which is to be submitted on the request of COPE committee, will be submitted in due course.

3. Methodologies which were followed

Methodologies mentioned below were followed in the preparation of this report.

3.1. Examination of documents and registers

Examination of the following documents subject to the matters indicated in para 5 below.

3.1.1. Information and documents pertaining to the history of national airline, establishment of Sri Lankan Airlines Limited, issuance of shares to Emirates Airlines and reacquisition.

3.1.2. Acts, Ordinances and other documents which are relevant to the legal background for functioning of the Company as an airline.

3.1.3. Documents relevant to the composition of the capital of Company.

3.1.4. Information of the staff, operations results, performance reports annual reports relevant to the present situation of the Company

3.1.5. Plans prepared from year 2010 to 2013 to restructure the Company and the papers and decisions of the Board of Directors in this regard

3.1.6. Estimates for years 2011,2012,2013 (Annex 08) 2014 and 2015 which are relevant to the vote of Ministry of Civil Aviation

3.1.7. Cabinet Memorandum submitted by the Minister of Civil Aviation on 12 July 2011 recommending the investment of US$ 520 Million as the equity capital of Sri Lankan Airlines Limited within 5 years (Annex 09) and the decision taken by the Cabinet of Ministers in this regard (Annex 10)

3.1.8. Document pertaining to procurement in respect of the selection of Consultant Companies and Aircraft operating leasing Companies and decisions and papers of the Board of Directors in this regard

3.1.9. Decisions and papers of the Board of Directors pertaining to the Consutacy Services from 'SEABURY' Consultation Company to purchase of aircrafts and financing for A 330-300 aircrafts and agreements signed, electronic submissions (Prasantions) made by the Consultation Company, final reports and documents by which payments were made

3.1.10. Agreements which are relevant to the purchase of aircrafts, to obtain aircrafts under operating lease, extend terms of such lease

3.1.11. Approvals granted by the Board of Directors, cabinet memorandums and decisions of the Cabinet of Ministers for obtaining wide-body aircrafts

3.1.12. Other information obtained from Chief Technological Officer and Finance Division on the fleet of aircrafts of the Company

3.1.13. Memorandums and decisions of the Board of Directors, agreements made and other correspondence regarding the provision of A330-300 aircrafts to Pakistan Airlines

3.1.14. Memorandums and decisions of the Board of Directors, agreements made for obtaining VIP cabins for A330-300 aircrafts

3.1.15. Memorandums and decisions of the Board of Directors, Memorandums and decisions of the Cabinet of Ministers, decisions of the Cabinet Sub Committees on Economic Management which are relevant to the termination of agreements for obtaining A330-300 aircrafts on operating lease, agreements for termination and information on payment of compensation

3.1.16. Memorandums and decisions of the Board of Directors pertaining to Code numbers of international air routes, contribution made during the past 5 years, introduction or cancellation of new destinations

3.1.17. Information collected from internet on categories of aircrafts, manufactures of aircrafts, Aircraft leasing Companies etc.

3.2. **Other examinations**

3.2.1. Making analytical reviews on information received from different sources relevant to the above process

3.2.2. Conducting discussions with relevant parties

4. **Scope**

The scope of the audit includes the examination of the re-fleeting process of aircrafts including the necessity for re-fleeting of wide-body aircrafts for the Company as per 5 years plan (Annex 02) prepared in year 2011 by Sri Lankan Airline Company, obtaining consultancy services, procurement process, financing and obtaining approval of the Cabinet of Ministers and reporting as per the request made in para 2 above

5. **Limitations**

It is hereby emphasized that my scope is confined to the following limits in making observations and recommendations pointed out by this report.

5.1. The gap between the year of 2011, in which the process under investigation was commenced and year 2017, in which the task for conducting an investigation was entrusted to the Auditor General, is 6 years.

5.2. The auditing had to be conducted based on the reports provided to Sri Lankan Airlines Company by international Airlines Consultancy Companies on technological matters due to the unavailability of officers with air engineering technology at the Department of Auditor General

5.3. Evaluation had not been done regarding the rationale of prices at international level of the aircrafts obtained by Sri Lankan Airlines Limited due to the inability to collect independent and reliable information at international level.

5.4. The external audit of Sri Lankan Airlines Company had been carried out, up to the end of year 2015 by private companies appointed by the Board of Directors. That means the role of audit had been out of the purview of Auditor General until 19th amendment was made to the Constitution.

5.5. Non-inclusion of particulars in respect of the revocation of agreements for the purchase of aircrafts.

6. **Introduction to the process**

For this purpose following facts were examined.

6.1. Introduction on Sri Lankan Airlines Limited

6.2. Long Term Agreements entered into by the Company with other Government Institutions

6.3. Composition of the capital of the Company

6.4. Present situation of the Company

6.5. Planning for the re-fleeting of the fleet of aircraft of Sri Lankan Airlines Limited

6.6. Obtaining consultancy services for re-fleeting of the fleet of wide-body aircrafts

6.7. Obtaining approval for the re-fleeting of the fleet of aircrafts

6.8. Process for the re-fleeting of 14 aircrafts including 06 A 330-300 and 08 A350-900 aircrafts.

6.9. Obtaining a VIP cabin for A330-300 aircrafts

6.10. Providing one a 330-300 aircraft to Pakistan International Airlines on sub leasing.

7. **Process**

7.1. **Introduction on Sri Lankan Airlines Limited**

7.1.1. **Vision, mission and objectives of the Company**

7.1.1.1. **Vision**

As per the annual report of the Company for year 2016/17 the vision is 'To be the most preferred airline of Asia'

7.1.1.2. **Mission**

'To provide customers with a reliable and pleasant travel experience, business partners with a variety of innovative, professional and mutually profitable services, meet Shareholder expectations of profitably marketing Sri Lanka and contribute towards the well-being of Society as a competent, proactive and diligent team.'

7.1.1.3. **Objectives of the Company**

According to the Articles of the Company (Annex 05) the objectives of the Company can be summarized in the following manner. Comprehensive objectives are given in annex 06.

i) Conducting international scheduled and non-scheduled airline operations for passenger transport services
ii) Transportation of goods and posts as the authorized transportation service in Sri Lanka
iii) Provision of terminal services at Bandaranayaka International Airport
iv) Trading duty free items in aircrafts
v) Marketing on air travelling within and out of the Island
vi) Introduction of leisure and tour air travel packages
vii) Provision of air travel operation services
viii) Conducting training programmes relevant to airline service

7.1.2. **History and the legal background for the establishment of the Company**

7.1.2.1. **Establishment of 'Air Ceylon Limited'**

Air Ceylon Limited had been established on 09th March 1951 under the Air Ceylon Incorporation Act No 07 of 1951 and the business activities had been commenced with the investment of Rs. 1,020,000 as the initial capital of the Company by Government of Sri Lanka. It is mentioned in Section 31 of this Act that the company was not subjected to the Company Act No 38 of 1951 or any other laws, rules and regulations applicable for companies. Further the Company had been exempted from taxes on profit and income of Air Ceylon as per Section 27.

7.1.2.2. **Establishment of Air Lanka Limited**

In terms of the decision taken by the Cabinet of Ministers on 20th December 1978, a public company had been incorporated in the name of 'Air Lanka Limited' on 11th January 1979 under Company Ordinance No 51 of 1938 (Chapter 145) closing 'Air Ceylon' existed at that time. Accordingly the Registrar of Companies had issued on 02nd March 1979 the certificate under Section 93 (3) of the Company Act to the effect that the institution had the right to commence trading activities.

7.1.2.3. **Entering in to a partnership agreement with Emirates and establishment of Sri Lankan Airline Limited**

40% of the shareholding of the Air Lanka Limited, which existed as a public enterprise, had been sold in year 1998 to Emirates Group of Companies of which the head office centered in Dubai, to US$ 45 million. With the signing of an agreement between the Government of Sri Lanka and Emirates Limited on 30th March 1998 for the ten year strategy venture, the trade name 'Air Lanka' had been changed as Sri Lankan Air Lines'. Accordingly it had been established as 'Sri Lankan Airlines Limited' on 07th May 1999 as per Section 20 of the Company Act No 17 of 1982. Later it had been registered again on 09th November 2007 under the new Company Act No 07 of 2007. (Annex 04) When the term of the management contract of Sri Lankan Airlines expired on 31st March 2008 as per the above mentioned agreement, the Government of Sri Lanka, as per the Cabinet decision dated 05th May 2010, had provided financial facility of US$ 53 million by Central Bank to purchase the shares bought by Emirates Group of Companies.

7.1.3. **Legal background for the company to function as an airline**

7.1.3.1. It had been observed that the Company, in its functioning as an airline, had carried out its business functions in consistence with the provisions of following laws and acts.

i) Civil Aviation Act No. 14 of 2010
ii) Part II of Air Navigation Act No 55 of 1992
iii) Offences against aircraft Act No 24 of 1982
iv) Suppression of unlawful acts of violence at airports serving international Civil Aviation Act No 31 of 1996

7.1.3.2. **Provisions of Civil Aviation Act No 14 of 2010**

This Act had been passed on 03rd November 2010 and it had been published in the Gazette of the Democratic Socialist Republic of Sri Lanka on 04th November 2010. In terms of the powers vested to the Minister of Civil Aviation by Section I of the Act, the order to the effect that the Act shall come in to force from 11th February 2011 had been published in the Gazette Extraordinary dated 03rd Frebruary 2011.

It was observed that following sections are applicable for the operations of Sri Lankan Airlines Limited.

I. **Section 4** – Minster of Civil Aviation should submit his recommendations to the Cabinet of Ministers for the preparation, reviewing and analyzing of a national civil aviation policy in relation to Sri Lanka

II. **Section 6**- Minister of Civil Aviation had nominated, by the Gazette Extraordinary dated 15th March 2015 (Annex 26), Sri Lankan Airlines Limited as a service provider as per section 6(3) (e). Accordingly the Company should provide following services to Bandaranayaka International Airport, Maththala Mahinda Rajapaksa International Airport, Rathmalana Airport and other airports which are pulished by gazette from time to time by the Minister.

- ❖ Provision of the services or equipment to ensure the taking off the aircraft on the apron including cleaning of aircrafts
- ❖ Provision of ground handling facilities or other required services.
- ❖ Maintaining supply of food and beverages to aircrafts

For this purpose 10 conditions and orders had been made by the Minister of Civil Aviation including the two orders mentioned below to Sri Lankan Airlines Limited.

- ❖ The agreements entered in to after 12th March 2013 regarding air navigation services provided by the supplier shall be treated strictly as agreements made solely by the respective supplier on behalf of the supplier and under no circumstance the Government shall be bound by such agreements and they shall not be on behalf of the Government.
- ❖ The supplier shall obtain a suitable insurance coverage so as not to make any responsibility to the Government for the compensation and responsibilities to be born at the operations.

Accordingly the particulars of the insurance coverage obtained by the Sri Lankan Airlines on 11 November 2017 are as follows.

- Insurance coverage for cash in transit
- Insurance coverage for goods in transit
- Insurance coverage for corruptions and frauds committed by employees
- Insurance coverage for motor vehicles

- Insurance coverage for damages caused to import and exports
- Insurance coverage for third party
- Insurance coverage for the losses and damages due to terrorist and civil riots
- Insurance coverage for accidents faced by employees
- Insurance coverage for the damages caused due to loss of flying license
- Insurance coverage for the losses and damages caused by the malpractices of Directors or officers.

❖ Insurance coverage relevant to airline service

- Insurance coverage for the whole risks of aircrafts (Third party insurance coverage including aircraft, passengers, baggage, items transport by airline)
- Insurance coverage for the body of the aircraft, of which whole risks can be minimized
- Insurance coverage for the body of aircraft from war risks
- Additional insurance coverage for liabilities arisen from war

III. **Section 11**- Permits shall be obtained from the Civil Aviation Authority of Sri Lanka for the services such as cleaning of aircrafts, provision of equipment and assistance for taking off aircrafts, ground handling, and supply of food and beverages to aircrafts.

IV. **Section 41**- Number of the aircrafts obtained by Sri Lankan Airlines Limited by 30th October 2017 on operation leasing basis was 26 and all these aircrafts had been engaged for airline operations registering them under Civil Aviation Authority.

V. **Section 51**- A certificate of airworthiness should be obtained from Civil Aviation Authority for every aircraft registered in Sri Lanka. This certificate, which is to be renewed annually, had been obtained for 26 aircrafts belonged to Sri Lankan Airlines by the date of audit.

VI. **Section 73-**An air operator certificate should be obtained by the Director General of Civil Aviation and the Company had obtained the said certificate for

the period from 29th December 2016 up to 29th January 2018. For the first time this certificate had been obtained on 01st July 2004. Approval had been granted by this certificate for the tasks such as obtaining aircrafts for operations on lease basis, providing aircrafts on interim lease, returning of aircrafts, inclusion and exclusion of new destinations, limits of operations of aircrafts, air operation zones etc.

VII. **Section 84**- This section emphasizes to obtain Airline certificate for airline services. This airline certificate had been issued to Sri Lankan Airlines Limited for the period from 18th April 2017 up to 29th January 2019. For the first time this certificate had been obtained on 30th January 1979 and this certificate confirmed the category of aircrafts allowed to fly on each local and international air routes, number of flights to be covered per day/week, flights made joining with other airlines.

VIII. **Section 92**- The permit to be obtained by an airline for carrying out maintenance and repairs had been obtained by Sri Lankan Airlines for the period from 08th ovember 2017, 09th October 2018 from Civil Aviation Authority. For the first time this permit had been obtained on 19th October 1993. Approval had been granted by this permit for line maintenance as well as base maintenance of A319/A320/A321/A330, A 340, A320N/ A321N airbuses and further approval had been granted only for line maintenance of (Boeing) B737-700/800 and B777-200/300.

7.2. Agreements entered by the Company with other public institutions

Sri Lankan Airlines Limited had entered in to agreements with following government institutions for various matters.

7.2.1. Agreements entered in to with Board of investments of Sri Lanka

In terms of the Section 17 of the Board of Investments of Sri Lanka Act No 4 of 1978, Sri Lankan Airlines Limited had entered in to agreements with the Board of Investment in 1982, 1989, 1994,1998,2000,2010 and 2013. Tax concessions had

been granted specially by these agreements and further it had agreed by them on the matters such as business objectives of the Company, engineering services, trading holiday packages and further the more than 70% of the receipts from foreign training programmes shall be in foreign currency. Further concurrences had also been included for shifting stores of the company to another place and granting a part of a store to Mihin Lanka Limited on 2013.

7.2.2. Memorandum of understanding signed with Airports and Aviation (Sri Lanka) Limited.

7.2.2.1. Bandaranayaka International Airport

This agreement had been signed on 29th March 2011 and accordingly concurrences had been made for the following matter.

I. To grant certain extent of selected lands from the airport to Sri Lankan Airlines on lease for the period of 30 years from 01st April 1998 on the approval of the cabinet of Ministers and to pay an amount of Rs.2.2 million monthly with an increase of 10% once in every three years, to be the one and only agent for ground handling for 10 years from 29th March 2011 and to extend the term for the purpose up to 31st March 2028 at the end of the relevant period and to pay an amount equivalent to 4.5% from the income earned from third parties to Airport and Aviation Limited.

II. To pay an amount of Rs. 4.8 million monthly to Airports and Aviation Limited for utilization of 95,518 sqft of passengers' terminal with an increase of 10% once in every three years up to 31st March 2028.

III. To pay for check-in-counters, places for keeping lost items, ticketing offices, passenger services units, storing spaces, office spaces, vehicle parking spaces and fixing an antenna.

IV. To settle electricity bill along with a service charge of 8%

V. To pay Rs. 7.1million monthly with an increase of 10% once in every three years for air cargos terminal as the rental for the space

VI. To carry out repairs of air cargo terminal and supply of equipment by Airport and Aviation Limited.

VII. To grant permission to Sri Lankan Airlines Limited for the construction of buildings or making changes in the plot of lands obtained.

VIII. To appoint Sri Lankan catering Limited as the authorized agent for the supply of food items to airlines up to 19th April 2034 and grant the right to supply of restricted food items for a period of 10 years from 29th March 2011 and to agree to pay an amount equivalent 4% from the income from the supply foods to Sri Lankan Airline and 5% from the income of other airlines.

IX. To maintain 'Airport Transit Hotel' as per the agreement entered on 27th September 2010.

X. Bank guarantees are not required until such time the Government owns more than 51% of the capital of Sri Lankan Airline Limited.

7.2.2.2. **Maththala Rajapaksa International Airport**

This memorandum of understanding had been made on 08th March 2013 and accordingly following agreements had been made.

I. To entrust the ground handling of Maththala Rajapaksa Airport for a period of 10 years from its establishment to Sri Lankan Airlines Limited and to determine the charges within three months from the commencement.

II. To grant space in passengers' terminal for a period of 10 years and to determine rental to be paid within three months from the commencement.

III. To provide space at air cargo terminal for a period of 10 years from the commencement.

IV. To recover expenses born for cool rooms, equipment for freezers,02 x ray machines, and safe lockers from Sri Lankan Airline Limited within a period of 5 years.

V. To grant 10 years period for the provision of foods to airlines services by Sri Lankan Catering Limited and determine the charges to be recovered within 03 months from the commencement of the functions at airport.

VI. Bank guarantees are not required until such time the Government owns more than 51% of the capital of Sri Lankan Airline Limited.

7.3. **Composition of the capital of the Company**

The changes in the shareholding of the Company from 11th January 1979 up to now are given in annex 27. Shareholding as at 25th January 2018 is as follows.

Shareholding	% of share	Number of shares	Share capital
Government of Sri Lanka	99.11	511,574,169	Rs. 1,305,000,540
Staff	0.53	2,736,509	(Free)
E P F	0.36	1,863,676	(US$ 4,399,472)
Peoples Bank	-	01	-
Total	100.00	516,174,355	

7.4. **Present situation of the Company**

7.4.1. **Staff of the Company**

7.4.1.1. Particulars of the staff as at 31st August 2017 are as follows.

Position of the service	Approved staff	Actual staff	Vacancies/ staff in excess
Executive	1,341	1,307	34
Supervising officer/ Technical officer/ Sales officer	1,277	1,252	25
Clerical grade	1,931	1,976	(45)
Trained/ semi-trained	1,737	1,633	104
Minor employees/ Untrained	911	818	93
Apprentice	30	39	(9)
Total	7,227	7,025	202

7.4.1.2. Particulars of the staff during past 07 years are summarized in the following manner.

Ending date of Financial year	Approved staff	Actual staff	Vacancies/staff in excess
31.03.2011	5,293	4,998	295
31.03.2012	6,311	5,594	717
31.03.2013	6,728	6,358	370
31.03.2014	6,744	6,578	166
31.03.2015	7,227	6,989	238
31.03.2016	7,227	6,959	268
31.03.2017	7,227	7,021	206

7.4.2. **Operational results of Sri Lankan Limited**

(Rs. Million)

	2016/17	2015/16	2014/15	2013/14	2012/13	2011/12
Income on operations	135,464	129,480	131,922	121,586	119,571	92,868
Other income	3,625	3,688	2,638	2,643	4,179	671
Total income	**139,089**	**133,168**	**131,560**	**124,229**	**123,750**	**93,539**
Expenditure(Except salaries)	(127,936)	(120,563)	(130,927)	(136,486)	(133,558)	(101,085)
Salaries	(18,797)	(16,748)	(15,057)	(13,904)	(13,142)	(10,691)
Financial expenditure	(6,923)	(5,917)	(5,009)	(6,197)	(3,138)	(1,538)
Compensations paid for the revocation of aircraft lease agreements	(14,363)	(2,562)	-	-	-	-
Payment of income taxes	-	-	(62)	(50)	-	(03)
Total expenditure	**(168,019)**	**(145,790)**	**(151,055)**	**(156,637)**	**(149,838)**	**(113,317)**
Net profit/(Loss)	(28,930)	(12,622)	(16,495)	(32,408)	(26,088)	(19,778)
Net loss ratio to total income (%)	21	09	13	26	21	21

7.4.3. **Net assets and important ratios of Sri Lankan Airlines Limited**

	2016/17	2015/16	2014/15	2013/14	2012/13	2011/12
Current assets(Rs. Million)	26,973	26,901	49,721	37,154	54,905	22,073
Current liabilities (Rs. Million)	(126,303)	(100,334)	(103,414)	(88,609)	(71,347)	(64,235)
Working capital (Rs, million)	(99,329)	(73,433)	(53,693)	(51,455)	(16,441)	(42,163)
Net assets (Rs. Million)	(115,767)	(87,781)	(74,106)	(57,221)	(45,973)	(32,187)
Current ratio	1:4	1:3.7	1:2.1	1:2.4	1:1.3	1:2.9
Equity ratio	(2.24)	(1.74)	(1.02)	(0.92)	(0.59)	(0.54)

7.4.4. **Annual Performance of operations of Sri Lankan Airlines Limited**

	2016/17	2015/16	2014/15	2013/14	2012/13
Air transport activities					
Number of the passengers transported(In thousands)	4,446	4,328	4,348	4,175	4,255
Amount of air cargo (Tons)	116,221	102,082	101,878	94,410	101,100
Performance of the staff					
Number of the staff	7,021	6,959	6,989	6,578	6,358
Number of the employees maintained by an aircraft	403	331	333	313	289
Pool of the aircrafts					
A320-200	06	06	06	08	08
A321-200	03	02	02	--	--
A320 Neo	02	--	--	--	--
A330-200	06	06	07	07	07
A330-300	07	07	02	--	--
A340-300			04	06	06
Turbo otter	--	--	--	--	01
Total number of aircrafts engaged in service at the end of the year	24	21	21	21	22

7.4.5. **Position held by Sri Lankan Airlines Limited in the market**

7.4.5.1. **World position of Sri Lankan Airlines Limited**

The position held by Sri Lankan Airlines Limited at SKYTRAX world airport awards ceremony had dropped from 52 in year 2011 up to 81 in year 2017. The positions held by Sri Lankan Airlines Limited each year are given below.

The position held by Sri Lankan Airlines in world market 2011-2017

Year	Position held
2011	52
2012	70
2013	68
2014	73
2015	73
2016	68
2017	81

7.4.5.2. **Position held in Asian region**

The 10 best airlines had been selected at regional level at SKYTRAX world airport awards ceremony in 2017 and Sri Lankan Airlines Limited had held 5th place among Middle Asia/Indian regional airlines.

7.5. **Planning for the re-fleeting of the fleet of aircrafts of Sri Lankan Airlines Limited**

7.5.1. **Proposals on the requirement of re-establishing the fleet of aircrafts**

At several occasions proposals had been made to obtain new aircrafts to the Company and particulars in this regard are as follows.

I. Five years strategic business plan (2010/2011-2014/2015) prepared by the Company in 2011.

II. Plan for the period from 2011-2015, which had been submitted by Intervistas/Via Capital joint consultative services Limited in the year 2011/2012 confirming the plan mentioned in I above.

III. Budget estimates of the Ministry of Civil Aviation in relation to year 2011,2012 and 2013 (Annex 08)

IV. Plan ,which had been prepared by SEABURY consultative Company, an International Company, in relation to the five years period (2014-2018) revising a part of the plan II above.(Annex 07)

Matters mentioned in each plans regarding the fleet of aircrafts of the Company and other proposals in relation to the same are as follows.

7.5.2. Strategic plan ,which had been prepared by the Company for the five years period from 2010/2011-2014/2015

7.5.2.1. Main objective of the plan

This plan had been prepared with a view to contribute to the development of the whole country by way of being an essential contributor in the development of central sectors such as airport , import and export industry, foreign employment, tourism industry and also to identify the most suitable possibilities in order to enhance strategically the Sri Lankan Airlines Limited and other business units belonging to it for gaining optimum results from the positive opportunities emerged at the end of the conflict situation prevailed in Sri Lanka.

7.5.2.2. Main matters included in the plan

Several main matters included in the plan are as follows.

I. A capital of US$ 300 million is further required to enhance the fleet of aircrafts and build the capacity.

II. Establishment of a group of companies amalgamating Sri Lankan Airlines Limited and Mihin Lanka(Pvt) Limited and transformation of airport services, engineering and maintenance to separate sub companies in line with Sri Lankan Catering Limited.

III. Making memorandums of understanding with Airports and Aviation Limited and Sri Lanka Tourism Promotion Board.

IV. Establishment of aviation policy and introducing a new Civil Aviation Act.

V. Obtaining different tax concessions from the Government and obtaining fuel for aircrafts for a period of 5 years on a price agreed previously from Ceylon Petroleum Corporation.

VI. Increasing the fleet of aircraft existed in 2009/2010 two fold by 2014/2015

VII. Enhancing the profit of the Company as well as group of companies by increasing the daily utilization of aircrafts by 2014/2015 and increasing international destinations up to 37 whilst increasing flight frequency up to 252.

7.5.2.3. **Analysis and assumptions which had been made.**

Under this extensive plan risk analysis, sensitivity analysis and analysis on financial status had been made and proposals had been made by way of making assumptions on fleet of aircrafts, seating capacity, revenue, direct cost of operations, overhead cost, business units and profit centers, sale of carbon, capital expenditure, payment of dividends, utilization of aircrafts, and air routes.

7.5.3. **Getting the strategic plan prepared by the Company validated and confirmed by an International Consultative Company.**

It had become necessary to get this strategic business plan prepared by the Company approved by an international consultative company. Accordingly requests for proposals (RFP) had been sent to 12 consultative companies selected by the Company in order to get the confirmation and validity.

7.5.3.1 **Selection of the Consultative Company**

Mr. Nishantha Wickramasingha, the then Chairman of Air Lanka Airlines Limited had appointed ,at the meeting of the Board of Directors held on 30th August 2010 ,a group consisting of Mr. Nihal Jayamanna , Manilal Fernando and Dr. Cris Nonis,who were three Directors of the Company and Chief Executive Officer and Chief of Finance of the Company to select a suitable consultative company reviewing the proposals submitted by 04 companies. (Annex 29)

Accordingly it had decided to pay an amount between US$ 400,000 and US$ 500,000 as the payment for consultative services and the time frame for the task as 08 weeks.

Once the said proposals were evaluated by the above group, Inter Vistas Consulting Incorporation and VIA Capital partners, a joint venture, had been selected at the meeting of the Board of Directors on 21st October 2010 under a fee of US$ 450,000. (Annex 30)

Accordingly an agreement had been made with the above joint venture by the Company on 03rd December 2019. (Annex 45)

7.5.3.2 **Implementation of the five years strategic business plan approved by VIA Capital Company for the period from 2011/2012 up to 2015/2016. (Annex 02)**

The strategic business plan approved by the Consultative Company had been submitted on 09th June 2011 and the Board of Directors of the Company had approved it on 27th June 2011. (Annex 31) Further a proposal had been made at the same meeting to request another capital grant from the government of Sri Lanka to Sri Lankan Airlines Limited and to re-establish aircrafts with two engines instead of aircrafts with 04 engines.

7.5.3.3 **Main strategy selected.**

The airlines had 03 carrier strategies as options and they are as follows.

I. Low cost carrier

By this method it is required to provide direct flight service from one destination to another and aircrafts and a large number of resources are also required by an airline.

II. Regional carrier

Under this method flight services are confined to one geographical zone and services are provided to small groups.

III. Network carrier

Under this method it is possible to provide worldwide flight services as network service joining with other international airlines but a large amount of capital assets is not required for the purpose.

Out of the above options, Sri Lankan Airlines Limited had selected Network Carrier depending on the following reasons.

- ❖ To minimize the unnecessary dependence on one and the same market
- ❖ To enhance the market coverage at a satisfactory level
- ❖ To retain passenger within the network
- ❖ To enhance sales opportunities
- ❖ To obtain positive results as a result of increasing links
- ❖ It is possible to connect main 04 continents by 12 hours flight, which contains 85% of world population, as Bandaranayaka International Airport is located at a highly important location in geographical aspect.

However it was observed that direct carrier method had been applied for 40 destinations in 21 countries and network carrier method had been applied for 64 destinations in 31 countries as at 31st October 2017.

7.5.3.4 The fields for restructuring, which were proposed as per the plan in 2011-2014, had been proposed under following fields as per the restructuring of the Company.

7.5.3.4.1.Financial restructuring (Re-Providing capital)

It had been mentioned in the plan prepared by the Company that US$ 150 million, US$ 100 million and US$ 50 million are required as capital grant in 2010/11, 2011/12 and 2012/13 respectively, which amounts to the total of US$ 300 million due to the reasons mentioned below.

i) The total equity , which was amounted to Rs. 15.54 billion by 31st 1998, haddeclined to Rs. 2.36 billion by 31st March 2010 and the current liabilities of the Company had increased by Rs. 11.71 billion than current assets as at 31st 2010.

ii) Funds are required for the enhancement of aircraft fleet and projects for capacity building.

iii) Satisfying the requirement of working capital in order to assist to the expected growth.

However as per the plan approved by Consultative Company, a capital grant of US$ 287 million, US$ 183 million and US$ 40 million, which amounts to the total of US$ 510 million, had been expected from the Government of Sri Lanka in year 2011/12, 2012/13 and 2013/14 respectively.

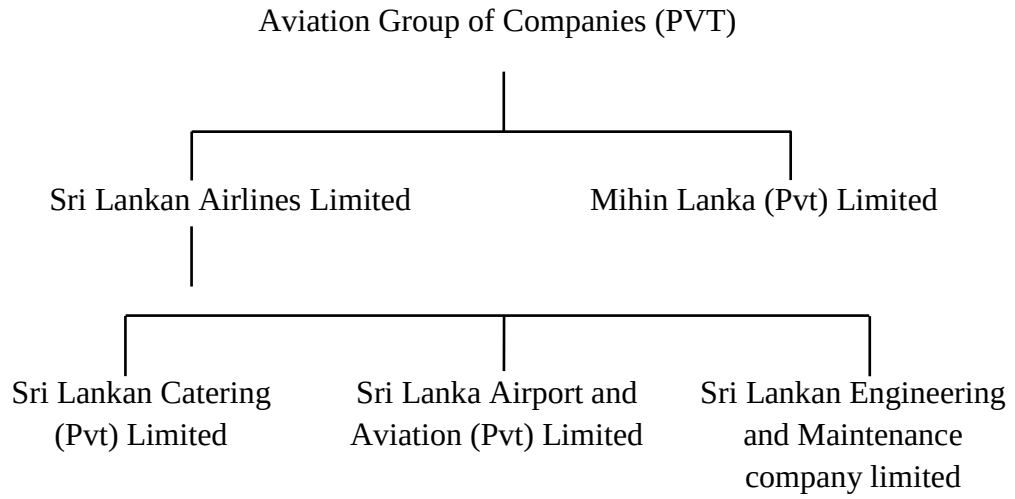
Accordingly following decisions had been made at the meeting of the Cabinet of Ministers held on 27th July 2011 in response to the Cabinet Memorandum No 11/1459/545/009 dated 12th July 2011 on 'Investment of capital for Sri Lankan Airlines Limited and Mihin Lanka Limited. (Annex 10)

- Re-provide again US$ 500 million and US$ 20 million, which amount to the total US$ 520 million as capital, respectively to Sri Lankan Airlines and Mihin Lanka for a period of five years from 2012.

- To make budgetary allocations annually from year 2012 subject to the recommendation of the Minister of Finance.

Even though a request was made to a guarantee from General Treasury for obtaining local or foreign loan of US$ 270 million it was not approved by the Cabinet of Ministers.

7.5.3.4.2. Institutional Restructuring



As per the above chart plans had been prepared to make following changes in the structure of the Institution.

i) To establish Engineering and Maintenance Division and Airport Services , which are the business units of the Company, as companies owned by Sri Lankan Airlines Limited in the name of Sri Lankan Engineering and Maintenance (PVT) Ltd and Sri Lankan Airport Services (PVT) Ltd in line with Sri Lankan Catering (PVT) Ltd.

ii) To issue 25 per cent shares from the shares of Sri Lankan Catering (PVT) Ltd by Initial Public Offering (IPO) and to look for the possibility to follow the same process in the above two sub companies, which were established.

iii) Since the major shareholder of Sri Lankan Airlines (PVT) Limited and Mihin Lanka (PVT) Limited is the Government of Sri Lanka, to establish a group of companies amalgamating these two companies in the name of Aviation services (PVT) Ltd and to manage two airlines under one Board of Directors.

iv) To achieve efficiency in operations minimizing dual tasks and cost by way of performing supportive services such as human resources, financial, procurement and information technology and operational tasks such as engineering, airports and aircrafts as joint effort.

7.5.3.4.3.Making partnerships with Airport and Aviation (Sri Lanka) Limited and Sri Lanka Tourism Promotion Board.

i) Signing a memorandum of understanding (MOU) with Airport and Aviation (PVT) Limited in order to obtain the opportunity for the ground handling and supply of foods to Sri Lankan Airlines as an exclusive right for a period of 5 years. Accordingly the memorandum of understanding had been signed on 29th March 2011.

ii) Signing a memorandum of understanding with Sri Lanka Tourism Promotion Board with a view to work with collaboration for the enhancement of airline services and the country.

7.5.3.4.4.Establishment of a well-balanced financial framework.

i) Civil Aviation Act

Since the Air Navigation Act of 1950 is now out-of-date, it had planned to introduce new Civil Aviation Act in year 2010. Accordingly it had planned to make a memorandum of understanding with Civil Aviation Authority with a view to obtain special concessions. The Civil Aviation Act 14 of 2010 had been approved on 03rd November 2010 and it had been published on 04th November 2010 in the Gazette of the Democratic Socialist Republic of Sri Lanka.

ii) Obtaining financial assistance to the Company

Accordingly following measures had been planned.

- ❖ To seek tax concessions from the Government on profit and revenue (Not confining only to the revenue on transportation of air cargo)
- ❖ Exemption from entering into bonds, deposits/guarantees with Government Institution such as Airport and Aviation (PVT) Ltd, Civil Aviation Authority, Department of Inland Revenue.

- ❖ To exempt the Lessors of aircrafts from the taxes imposed on imports and exports of aircrafts and on income, such as income tax of Sri Lanka, Value Added Tax, and Nation Building Tax etc.

- ❖ Importation of aircrafts, aircrafts engines, spare parts and other equipment free of taxes.

- ❖ To grant tax exemptions when spare parts, equipment and appliances are imported to Sri Lanka by third parties.

- ❖ Possibility to obtain up to for 5 years when fuel is obtained from Ceylon Petroleum Corporation.

- ❖ In terms of the Section 3(5) (a) of Inland Revenue (Amendment) Act No 22 of 2011, the profits and revenue of Sri Lankan Airlines Limited had been exempted from local income taxes for a period of 10 years from 01st April 2011 (Up to April 2020). Further they had been exempted from nation building tax and economic service charges.

- ❖ It had been mentioned in the memorandum of understanding made with Airport and Aviation (PVT) Ltd that bank guarantees are not required until such time the Government owns more than 51% of the capital of Sri Lankan Airline Limited.

7.5.3.5 Restructuring the fleet of aircrafts and utilization of aircrafts proposed by the plan The number of the aircrafts belonged to the Company by March 2011 is as follows.

Type of aircrafts	Amount
A 320	05
A 330	05
A 340	05
Total	15

Two A320 aircrafts were to be removed and three A320 aircrafts were to be obtained by March 2012 and further another A340 aircraft was to be added to the fleet by April 2011.

7.5.3.5.1.Proposed fleet of aircrafts

It had planned to make following changes in the fleet of aircrafts within next 5 years. Accordingly particulars of the fleet of aircrafts are as follows.

Type of aircraft	Seating capacity	2011/12	2012/13	2013/14	2014/15	2015/16
A 320	150	6	9	9	9	9
A 330 – 200	287	5	8	10	13	13
A 340 – 300	314	6	5	3	2	1
Total		17	22	22	24	23

In order to enhance the efficiency in operations of the Company within the proposed new structure, it had planned to remove all A340 aircrafts and to engage A330 aircrafts for long haul routes.

7.5.3.5.2.Proposed utilization of aircrafts (Flight hours, normal hours, km)

Flight operations had been planned in the following manner.

Annual flight hours

Type of aircraft	2011/12	2012/13	2013/14	2014/15	2015/16
A 320	22,677	35,391	35,740	36,286	38,878
A 330 – 200	29,261	38,809	53,221	62,553	68,125
A 340 – 300	29,629	24,734	14,389	7,143	2,590
Total	81,567	98,934	103,350	105,983	109,593

Normal utilization **(**Hours per day**)**

Type of aircraft	2011/12	2012/13	2013/14	2014/15	2015/16
A 320	10.8	11.4	10.9	11.0	11.8
A 330 – 200	14.3	13.7	14.3	13.7	14.3
A 340 – 300	13.5	12.9	12.1	13.6	14.2
Total	12.9	12.6	12.6	12.7	13.3

Average Ton Kilometers (ATK million)

Type of aircraft	2011/12	2012/13	2013/14	2014/15	2015/16

A 320	236	396	399	405	435
A 330 – 200	808	1,091	1,553	1,867	2,051
A 340 – 300	1,023	882	527	265	97
Total	2,067	2,369	2,479	2,537	2,583

7.5.3.5.3.Proposed new network of air routes

Number of the annual flights and the types of aircrafts which were to be operated in air route network within 05 years from 2011/12 to 2015/16 had been planned in the following manner.

Air route	Types of aircraft, which were operated	Types of aircraft, which are to be operated	2011 /12	2012/ 13	2013/ 14	2014/ 15	2015/ 16
Colombo-Abu Dhabi	A 320	A 320	261	261	261	261	261
Colombo-Bangalore	A 320	A 320	366	469	469	469	471
Colombo-Bombay	A 320	A 320	366	521	521	521	732
Colombo-Paris	A340-300	A 330-200	209	261	261	261	261
Colombo-Cochin	A 320	A 320	366	365	365	365	366
Colombo-Delhi	A 320	A 320	366	521	521	521	732
Colombo-Doha	A 320	A 320	209	209	209	209	209
Colombo-Frankfurt	A 340-300	A 330-200	261	261	261	261	261
Colombo-Jeddah	A 340-300	A 330-200	105	183	209	209	209
Colombo-Karachi	A 320	A 320	209	235	261	313	314
Colombo-London	A 340-300	A 330-200	366	365	365	365	366
Colombo-Madras	A 320	A 320	732	730	730	730	732
Colombo-Maldives	A 320	A 320	627	678	730	782	784
Colombo-Narita	A 340-300	A 330-200	105	156	156	209	209
Colombo-Riyadh	A 340-300	A 330-200	105	156	156	156	157
Colombo-Trivandrum	A 320	A 320	366	365	365	365	366
Colombo-Trichina	A 320	A 320	366	365	365	365	366

Colombo-Dammam	A 340-300	A 330-200	157	156	209	209	209
Colombo-Dubai	A 320	A 320	261	261	261	261	261
Colombo-Kuwait	A 340-300	A 330-200	209	209	261	365	366
Colombo-Madras	A 330-200	A 330-200	366	365	365	365	366
Colombo-Maldives	A 330-200	A 330-200	575	574	521	469	471
Colombo-Singapore	A 320	A 320	-	730	730	730	732
Colombo-Kuala Lumpur	A 320	A 320	-	730	730	730	732
Colombo-Zurich	A 340-300	A 330-200	-	156	156	156	157
Colombo-Bangkok-Canton	A 330-200	A 330-200	157	209	209	209	209
Colombo-Hong Kong-Incheon	A 330-200	A 330-200	157	209	209	209	209
Colombo-Bangkok-Beijing	A 330-200	A 330-200	183	209	261	261	261
Colombo-Bangkok-Shanghai	A 330-200	A 330-200	209	261	261	261	314
Colombo-Dubai-Moscow	A 320	A 320	131	130	130	130	131
Colombo-Narita-Malay-Colombo	A 330-200	A 330-200	105	104	104	104	105
Colombo-Sydney-Melbourne-Colombo	A 330-200	A 330-200	105	156	209	209	209
Colombo-Kuala Lumpur-Singapore-Colombo	A 340-300	A 340-300	732	-	-	-	-
Colombo-Lahore-Malay-Colombo	A 330-200	A 330-200	340	339	365	365	366
Total number of flights			9,072	10,898	11,185	11,393	11,895

According to the above note,

i) It had planned to enhance flights in European air routes and East Asian routes by 18 per cent and 68 per cent respectively and further it had planned to enhance number of the flights due to be operated in regional zones such as South Asia and Middle East from 6,013 to 7,372 in year 2016.

ii) In terms of the five years business plan prepared by the Company (2010/11-2014/15) it had planned to operate nonstop flights up to Moscow and Johannesburg, and operate flights between Malay and Rome and Malay and Milan and also to operate flights up to Amsterdam via Abu Dhabi. However it had planned in the approved plan by the Consultative Company to maintain nonstop flights to Zurich and also to conduct flights to Moscow via Dubai and further to enhance flights in air routes of the region. It had been informed that further evaluations shall be made to conduct flights to Rome.

iii) Accordingly it had planned as a whole to increase flight frequencies in 34 air routes from 9,072 in 2012 up to 11,895 in 2016 i.e. by 31 per cent.

7.5.4. Revised plan, which had been prepared by SEABURY consultative company for the five years period from 2014-2018.

7.5.4.1. Revised fleet of aircrafts

Even though the fleet of aircrafts had been planned in 7.5.3.5.1. above, the Selected Consultative Company had revised the above plan as described in para 7.6.1. below and submitted new plan for the five years period 2014 to 2018. This plan had been approved by the Board of Director on 22nd May 2013.(Annex 47)

It had planned accordingly to reestablish A330-300 aircrafts for A340-300 and not to obtain additional aircrafts until the A330-300 ware obtained. In addition to the above , when 02 A320 aircrafts and A330-200 aircrafts are considered as the average of the middle of the year it had planned to introduce A350 aircrafts for 1.5 aircrafts. Accordingly middle year average of the fleet of aircrafts had been changed in the following manner.

Types of the aircraft	2012/13	2013/14	2014/15	2015/16	2016/17	2017/18
A 320	08	08	08	08	09	10
A 330 – 200	07	07	07	07	06	4.5
A 340 – 300	06	06	06	04	-	-
A 330 – 300	-	-	-	02	06	06
A 350	-	-	-	-	-	1.5
Total	21	21	21	21	21	22

7.5.4.2. Revised utilization of aircrafts

It had been mentioned in the revised plan submitted by SEABURY consultative Company that Available Seat Kilometers is a sound criterion than annual block hours for measuring the efficiency of air operations. Since the size of the aircraft is recognized by Available Seat Kilometers Accordingly it had planned to enhance Available Seat Kilometers in the following manner.

Year	ASK (million per year)	Increase (%)
2013	15.9	
2014	15.8	
2015	15.8	
2016	15.8	11
2017	17.6	
2018	19.5	11

Further it had planned to increase the normal block hours per day depending on the type of aircraft by 2018 in the following manner.

Type of the aircraft	2013	2018	Expected growth
A 320	13.2	13.7	
A 330 – 200	13.1	15.2	
A 340 – 300	13.7	-	
A 330 – 300	-	15.4	
A 350	-	13.6	
Average of the whole fleet	13.3	14.5	+ 9.1%

7.5.4.3. Revised new network of air routes

In terms of the new business plan ,which had been prepared by SEABURY Company the number of flights to be made per week and from 2013 up to 2018 and actual number of flights as at 31st October 2017 are as follows.

Air route	2013	2014	2015	2016	2017	2018	Actual number of flights as at 31.10.2017
Planned air routes							
Abu Dhabi -Colombo	14	14	14	14	14	14	07
Bahrain-Colombo	04	-	-	-	-	-	07
Bangkok- Canton	08	08	08	08	-	-	-
Bangkok- Colombo	34	34	34	34	42	42	21
Bangkok- Hong Kong	06	06	06	06	-	-	-
Bangkok- Beijing	10	10	10	10	-	-	-
Bangkok-Shanghai	10	10	10	10	-	-	-
Bangalore-Colombo	14	14	14	14	14	14	14
Bombay- Colombo	14	14	14	14	18	28	14
Canton- Colombo	-	-	-	-	06	06	07
Paris -Colombo	08	08	08	08	08	08	-
Colombo-Cochin	28	28	28	28	28	28	13
Colombo-Delhi	14	14	14	14	18	28	13
Colombo-Dammam	08	08	08	08	08	08	04
Colombo-Doha	14	14	14	14	14	14	11
Colombo-Dubai	18	18	18	18	18	18	11
Colombo-Rome	06	06	06	06	06	06	-
Colombo-Frankfurt	08	08	08	08	08	08	-
Colombo-Hong Kong	-	-	-	-	06	06	05
Colombo-Jeddah	06	06	06	06	06	06	06
Colombo- Karachi	14	14	14	14	14	14	14
Colombo-Kuala Lumpur	28	28	28	28	28	28	14
Colombo-Kuwait	14	14	14	14	14	14	07
Colombo-London	16	16	16	16	18	18	
Colombo-Madras	56	56	56	56	56	56	35
Colombo-Musket	12	12	12	12	12	12	07
Colombo-Melbourne	-	-	-	-	-	08	07
Colombo-Malay	66	66	66	66	70	70	27
Colombo-Narita	08	08	08	08	08	10	04
Colombo-Beijing	-	-	-	-	10	10	04
Colombo-Shanghai	-	-	-	-	10	12	04
Colombo-Riyadh	10	10	10	10	10	10	07
Colombo-Singapore	28	28	28	28	42	42	21
Colombo-Trivandrum	16	14	14	14	20	28	07
Colombo-Trichina	28	28	28	28	28	28	14
Colombo-Dubai	04	04	04	04	04	04	-
Total number of flights	524	518	518	518	558	598	

Non planned air routes

Colombo-Sea shells	04
Colombo-Gann Islands	04
Colombo-Madurai	07
Colombo-Calcutta	03
Colombo-Visakhapatnam	04
Colombo-Coimbatore	04
Colombo-Hyderabad	05
Colombo-Lahore	03
Colombo-Dacca	07
Colombo-Jakarta	07
Colombo-Cumin	03
Total number of non-planned routes	358

It was observed that the targets, which are not realistic and impossible to reach, had been set by this plan.

E.g. Even though 10 flights had been planned per day between Colombo-Malay by year 2017, actual flights were only 04.

7.6. Obtaining consultancy service for the establishment of fleet of wide body aircrafts

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According to the five years plan, which had been approved by the Board of Directors on 27th June 2011, re-fleeting had become a major matter.

A proposal had been made by the said plan to acquire new 10 aircrafts (06 A330-300 aircrafts from 2012/13-to2015/16 and 04 A350-900 aircrafts in 2016/17) and to remove A 340-300 aircrafts, which were existed. An allocation of Rs. 52,886 million had been made by budget proposals for the period of 2012 up to 2015 to implement the strategic plan including the purchase of aircrafts.

7.6.1. Selection of the consultative company

7.6.1.1. The Selection Committee consisted of 04 members namely Chief Executive Officer of the Company, Senior Manager (Combined Activities), Head of the Finance and Head of Enginering had submitted the Board Paper No FIN/2012/01/04 dated 11th January 2012 (Annex 12) to obtain approval for the Consultative Company ,which recommends the necessity of re-fleeting. According to the said paper the grounds for obtaining consultative services are as follows.

i) Selection of aircrafts and engines

ii) Matters such as the time required for acquirement and prices

iii) Financing

iv) Selection of the best option out of matters such as engineering and technological aspects, estimated values of aircrafts etc.

v) Unavailability of required resources and expertise with the institution due to not dealing with aircraft manufactures for nearly 18 years.

vi) Reaping the best benefit to Airlines Limited by way of selecting best prices with the understanding of the behavior and functioning of Original Equipment Manufacturers (OEM), which can make the highest effect to airlines as well as leasing companies.

7.6.1.2. Proposals had been called from 04 institutions to obtain consultative services as per the above Board Paper.

Institution	Total period of the project	Cost of the contract	Date of the e mail	Date of the proposal
DVB	24 weeks/06 months	US$ 375,000	07.09.11	14.09.11
Ascend	08 weeks	76,000 GBP	07.09.11	14.09.11 26.09.11
Skyworks	24 weeks	US$ 2,800,000	19.10.11	15.11.11
Seabury	32 weeks	US$ 800,000	07.09.11	14.09.11 11.11.11 09.01.12

Proposals had been called by the Committee mentioned in para '7.6.1.1' above by e mail for consultative services on two days as per the above table. The responses received in this regard had been evaluated separately in the Board Paper. Particulars of the evaluations are as follows.

i) DVB institution

It had mentioned that the institution is a bank, which provides services such as financing for assets, capital and consultative services and it occupies in maritime, air and land transport fields as sub and marketing services. It had decided that it is not advisable to select DVB institution for obtaining consultative services since they have no experience in discussing on the acquirement of aircrafts on behalf of third parties and further they are experts in financial sectors.

ii) Ascend institution

It had mentioned that the institution is occupying in the fields such as provision of particulars on manufacturing of aircrafts, evaluation of aircrafts and provision of consultancy services. When comparing with the comprehensive discussions of the Committee and other proposals, it had mentioned that the respective institution does not provide consultative services for acquiring aircrafts even though it mainly evaluates assets, conduct researches and maintain an information system covering all types of aircrafts and air routes. Since it is found that according to the requirements of Airlines Limited the technological background of DVB and Ascend institutions does not cover a wide field when comparing with SEABURY and Skywork institutions, the Committee had rejected DVB and Ascend institutions.

iii) Skywork institution

The Committee had decided that the institution had undertaken 10 assignments for providing consultative services to buyers, who purchased different types of aircrafts, for acquiring aircrafts during recent times and it is at a higher place

when comparing with SEABURY, the other institution. However the bid to the value of US$ 2.8 million ,which had been submitted by Skyworks, is higher than the bid of US$ 0.8 million submitted by SEABURY institution, it had decided not to select Skywork for the purpose.

iv) SEABURY institution

The Selection Committee had recommended selecting SEABURY institution for the provision of consultative services as the prices submitted by it is very low comparing with quotation of Skywork, other institution and further it had the capacity to provide consultative service in consistent with the requirement of the Company.

7.6.1.3. It had recommend obtaining consultative services from SEABURY institution for the tasks such as selection, evaluation of aircrafts, discussions, giving effect to the transaction and financing when re-fleeting programme is implemented. However it had approved to select SEABURY institution by the decision of the Board of Directors dated 23rd January 2012 to carry out the tasks up to selection/ evaluation of aircrafts for acquiring and its implementation except the task of financing at a payment of US$ 800.000. (Annex 11)

7.6.1.4. Even though it is the responsibility of the Secretary of the Line Ministry to select and engage Consultants, action had not been taken to get the Ministry participated in the selection of Consultants. Further the institution had not appointed a proper procurement committee for obtaining consultative services.

7.6.2. **Compliance to the Procurement Guidelines of August 2007 and Procurement Handbook of November 2007 on selection of consultations and engagement in service**

7.6.2.1. In terms of the para 2.2.1 of the Procurement Guidelines it is the responsibility of the Secretary of Line Ministry to select and engage Consultants in service. Therefore Sri Lankan Airlines Limited shall obtain the participation of the Ministry in the selection of consultants for re-fleeting programme.

7.6.2.2. In terms of the para 2.3.1. of the procurement guidelines the Company shall prepare an Expression of Interest (EOI) and submit it to the Consultative committee on procurement. Further the Company shall prepare a draft of a Request for Proposal with the inclusion of following matters and get the approval for the same after reviewing it by the Procurement Committee.

- ❖ Information on the Company
- ❖ Technical proposal standard
- ❖ Financial proposal standard
- ❖ Terms and conditions and budget
- ❖ Criteria for the selection of Consultants and the standard forms of contract to be signed.

7.6.2.3. In terms of the para 2.6.2. of the procurement guidelines, if the Company selects a suitable Consultant following the Competitive Bidding System for procurements over Rs. 50 million but below Rs. 200 million, a Ministrial Procurement Committee shall be appointed and the Secretary/ Additional Secretary shall be the Chairperson of the Committee. Other members shall have the knowledge on matters pertaining to the appointment of Consultants and in addition to the above one member shall have the competency in the methodology to be followed for selection of Consultants. The Committee shall consist of not less than 4 members.

7.6.2.4. In terms of the para 3.3 of procurement guidelines it is required to provide procurement entity by Request for Proposals (RFP) in order to determine the resources required by the Consultative Company such as objectives, scope, applicable conditions, background information and budget etc.

7.6.2.5. In terms of the para 3.4 of the procurement guidelines a cost estimate shall be prepared identifying the expenses of the proposed task.

7.6.2.6. In terms of the para 3.5 of the procurement guidelines if the participation of an international consultative institution is expected for the complex tasks over Rs. 2 million, notifications on the Expression of Interest (EIO) shall be published in national and international media.

7.6.2.7. In terms of the para 3.6 of the procurement guidelines the number of the institutions to be shortlisted for calling proposals is 7.

7.6.2.8. In terms of the para 3.8.1 of the procurement guidelines, technological and financial proposals under method of selection on quality and cost, which is commonly used at normal situations, shall be submitted in separately sealed envelopes at one and the same occasion.

7.6.2.9. In terms of para 5.2.1.(a) of the procurement guidelines, the Company shall prepare a procurement plan and the consultative services to be obtained shall be included in it.

7.6.2.10. In terms of the para 6.5.7. of the procurement guidelines, the Consultative institutions shall state the period of validity when they submit proposals. The minimum period of validity for projects implemented based on Government funds of Rs. 100 million or above shall be 140 days.

7.6.2.11. In terms of the para 6.5.9 of the procurement guidelines, the marks allocated for the criteria for the evaluation of technological proposals shall be revealed at the time of calling of proposals.

7.6.2.12. In terms of the para 7.3.1. of procurement guidelines the proposals shall be collected at one place in the following manner.

i) By registered post

ii) Personal delivery (An officer of the procurement committee shall approve that the proposals were delivered to the place mentioned specifically)

All proposals except proposals submitted under Consolidated Quotation System (CQS) and Single Source Selection (SSS) shall be submitted in sealed envelopes. The original of the proposal and its copy shall be enclosed in two separate sealed envelopes.

7.6.2.13.In terms of the para 7.4.1. of the procurement guidelines, a committee shall be appointed to open proposals concurrently to the Consultative Committee on procurement. The said committee shall open technological proposal as soon as possible on due time after the closing date of calling proposals. These proposals shall be listed as per the specific form and then they shall be submitted to the evaluation committee for evaluation. Action shall be taken to confirm whether the financial proposals are included in the sealed envelopes.

7.6.2.14.In terms of the para 8.11.2. of the procurement guidelines, the Consultative Committee on procurement shall, after evaluation of technological and financial proposals, prepare and submit the final report of evaluation on selections according to the specific form published by National Procurement Agency.

7.6.2.15. In terms of the para 9.2.1 of the procurement guidelines, the letter of awarding the contract shall be issued within the valid period of proposals and it shall plan to enter in to the agreement as soon as possible before the commencement of the task. However, even though the Board of Directors of the Company had granted approval on 23rd January 2012 for obtaining consultancy services from SEABURY institution, the agreement had been made on 28th August 2012.

7.6.2.16. In terms of the para 9.5.1 of the procurement guidelines, a letter of acceptance shall be issued to the consultative service institution selected by the Company.

7.6.3. **Obtaining consultancy services from the institution selected for re-fleeting.**

As per the agreement entered in to with SEABURY Limited on 28th August 2012 (Annex 13) 20 electronic presentations were submitted during the period from 19th October 2012 up to 26th February 2013. In addition to those presentations, a summarized report, which was duly signed, had been handed over to the Chief Executive Officer on 18th September 2017. (Annex 14) Particulars are given below.

7.6.3.1. Presentation made in November 2012

4 alternative plans had been submitted as per the evaluations made in respect of Airbuses and Boeings for the re-fleeting of aircrafts.

I. Selecting only the aircrafts manufactured by Airbuses Company.

- A330-300- To obtain 06 aircrafts on lease and keep them

  A350-900- To purchase 07 aircrafts directly

- A330-300-To purchase 06 aircrafts on lease and re-fleet them later with A350-900

  A350-900-To purchase 13 aircrafts directly

II. To select a combination of aircrafts manufactured by Air bus Company and Boeing Company.

- A330-300- To obtain 06 aircrafts on lease and keep them

  787-9- To purchase 07 aircrafts directly

- A330-300-To purchase 06 aircrafts on lease and re-fleet them later with A350-900

  787-9- To purchase 13 aircrafts directly

Reasons such as removal of all A340 aircrafts, which are outdated, provision of modern and updated air cabin facilities for passengers of Sri Lankan Airlines,

obtaining two types of wide body aircrafts and minimizing the complexity in operations have caused for these proposals.

7.6.3.2. Presentation made on 11th December 2012

It had been informed by this report, which had been sent to the Head of the Finance Division of the Company, that the proposals are limited to the fleet of aircrafts , submitted on the limits and connected targets stated by the Management of Sri Lankan Airlines Limited, Board of Directors and Government Stakeholders. Accordingly applying new aircrafts in place of the existing old aircrafts, adding A350 and Boeing 787 aircrafts to the fleet purchasing them promptly, and minimizing the complexity in operations (To utilize only one types of aircrafts) have become the targets of the Company.

Further it had been informed that A350-900 aircrafts are suitable for the demand expected from the passengers by the Company. It is possible to purchase aircrafts of Boeing Company from 2019 and aircrafts of Airbus Company from 2020. Further it had been informed that several A350 aircrafts can be obtained promptly through leasing companies.

Aircrafts of A330 are manufactured now enabling the usage of fuel economically and new A330-300 aircrafts can be used instead of A 330 aircrafts. Further it had been informed that A330-300 aircrafts should be added to the fleet of Sri Lankan Airlines in the following manner.

Aircrafts available at present with the Company	Time for the removal of aircrafts from the fleet	Types of aircrafts to be re-fleeted
A 330-200	January 2014	A 330-300
A 340-300	November 2014	A 330-300
A 340-300	January 2015	A 330-300
A 340-300	January 2015	A 330-300
A 340-300	May 2015	A 330-300
A 340-300	October 2015	A 330-300
A 340-300	October 2015	A 330-300

Further it had been informed that finance can be provided for A330-300 aircrafts added to the fleet in 2014/15 if they are purchased from a leasing company or directly from Airbus Company or on the basis of obtaining them again on lease after selling them.

According to the Consultative Company 7 A330-300 air crafts should be re-fleeted for 2 A330-200 and A 340-300 and 05 A 340-300, of which the period of lease expired in 2014 and 2015 respectively.

7.6.3.3. Presentation in January 2013

I. Net present value of 20 years (20 years NPV of selected scenarios)

Serial No	Description	Net Present Value (US$ million)
1	A330+350 category	107.8
2	A330+787 category	187.9
3	Only A 350 category	-49.3
4	Only 787 category	89.5

Consultative Company had proposed that 1 and 2 options should be selected, which offer best financial results out of the above net present values.

II. It had been stated that the total requirement of the Capital for aircrafts in 06 A330-300 category (If they are purchased directly from Airbus Company) is US$ 771 million. Relevant particulars are mentioned below.

Year	US$ million
2013	63
2014	210
2015	498
Total	771

It had been stated that Pre-Delivery Payment (PDP) and the price of the Aircraft and Engine are included in this capital requirement.

7.6.3.4. The signed report, which had been submitted on 18th September 2017 (Annex 14)

I. It had been mainly stated that SEABURY Limited had not made any analysis on the number of wide body aircrafts to be re-fleeted depending on the whole strategic business plan of the Company and the requirement and the aspiration of the Company.

II. It had been stated in the executive summary of the above report that Sri Lankan Airlines Limited had requested authority to carry out following transactions.

- ❖ To obtain 06 A330-300 aircrafts with Rolls Royce engines in year 2014/2015
- ❖ To obtain 04 A350-900 aircrafts in year 2020/2021
- ❖ To enter in to agreements for obtaining additional 03 A350-900 aircrafts in year 2017 on lease.

III. The report has made following recommendations on the steps , which are to be taken by Sri Lankan Airlines Limited.

- ❖ To sign a memorandum of understanding with Airbus Company within one month, once the approval is received for the following transactions.
- ❖ To obtain relevant approvals from the Board of Directors of Sri Lankan Airlines Limited and the main investor.
- ❖ To make a legal analysis on the memorandum of understanding proposed by Airbus Company and, if, required, to make necessary changes.
- ❖ To purchase aircrafts as a parallel process and evaluate optional ways for financing (E.g. Selling and obtaining on lease etc.)
- ❖ To enter in to agreements for purchasing 03 A 350-900 aircrafts in year 2017 on lease.
- ❖ To extend to period of lease of the existing 03 A 330-200 aircrafts up to year 2020.

7.6.3.5. An amount of US$ 612,345 had been paid to SEABURY Limited for the above services obtained from the institution. (Annex 15)

7.7. Obtaining approval for the re-fleeting of aircrafts

7.7.1. Obtaining the approval of the Board of Directors

7.7.1.1. A committee consisted of 04 members had been appointed by the Board of Directors by Board Paper No CORP/2012/07/54 (Annex 35) dated 28th August 2012 to obtain aircrafts to the fleet of the Company with the assistance of Consultative Institution. Relevant particulars are mentioned below.

Post	Name of the officer
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Chief Executive Officer	Kapila Chandrasena
Chief Officer of Operations	Drewee Perera
Head of Finance Division	Yasantha Dissanayaka
Head of Engineering Division	Priyantha Rose

7.7.1.2. A presentation had been made on 26th February 2013 by Chief Executive Officer to the Board of Directors regarding the re-fleeting of aircrafts. Having taken into consideration the presentation and summarized final report, above Committee had prepared the Board Paper of No CORP/2013/2SP/23 dated 28th February 2013. However a report had not been prepared by the Consultative Company joining with the above Committee evaluating financial and economic advantages.

Recommendations, which had been made by the said Board Paper, are as follows.

i) To seek approval of the Cabinet of Ministers for re-fleeting

ii) To refer for the approval of the Cabinet of Ministers in order to enter in to agreements with Rolls Royce Company, the manufacture of Airbuses and Engines, before 31st March 2013 to obtain aircrafts in 2014.

iii) To purchase aircrafts of A330-300 category powered by Rolls Royce Trent 700 engines from the final quarter of year 2014 up to year 2015 depending on the possibility.

iv) To sell and leace back of 06 A330-300 purchased aircrafts as soon as possible

v) To purchase 04 aircrafts of A 350-900 category powered by Rolls Royce XWB engines from year 2020/2021 depending on the possibility.

vi) To obtain 03 aircrafts of A 350-900 instead of 04 A 330-200 aircrafts in year 2017.

vii) To purchase and sell and lease back 04 A 350-900 aircrafts and obtaining again on lease.

7.7.1.3. The Board Paper mentioned in 7.7.1.1 above had been submitted at the meeting held at the Battaramulla official residence of Hon. Speaker on 01st March 2013. Further electronic power point presentation of 'Market Outlook 2012-2017', new plan prepared by SEABURY Company had also been submitted along with this Board Paper. 05 members, who have participated in the meeting on the said date, have granted their approval for the implementation of the recommendations mentioned in the above Board Paper.

7.7.2. Submission for the approval of the Cabinet of Ministers

7.7.2.1. In terms of the above mentioned approval of the Cabinet of Ministers, the Cabinet Memorandum No 13/0407/545/007 dated 27th March 2013 had been prepared and submitted to the Cabinet office. (Annex 20) Main matters included in the memorandum are as follows.

i) Process for selection of aircrafts

ii) Criteria for the selection of aircraft engines

iii) Replacing 06 aircrafts of A330-300 category for 06 A 340 aircrafts

iv) Reasons for selecting Airbuses when comparing with Boeing aircrafts

v) The cost per one kilometer is comparatively low in A350 aircrafts

vi) Other common advantages

vii) Selection of engines for A350 aircrafts

viii) Advantages for the country

ix) Requirement of funds

x) 5 recommendations for the approval

7.7.2.2. In the meantime a special meeting, which was called by the Secretary of the General Treasury, had been held at the General Treasury on 16th April 2013 with the participation of following officers.

i) Secretary of the General Treasury

ii) Secretary of the Ministry of Civil Aviation

iii) Deputy Secretary of the General treasury

iv) Chairman of Sri Lankan Airlines Limited

v) Chief Executive Officer of Sri Lankan Airlines Limited (Director)

vi) Director General, Department of Public Enterprises, General Treasury

vii) Assistant Director General, Department of Public Enterprises, General Treasury

A minute on the matters discussed in this meeting had been sent by e mail to the officers participated in the meeting by Chief Executive Officer of Sri Lankan Airlines Limited on 19th April 2013. (Annex 24) Accordingly it was observed that the meeting had been called by the Secretary of the General Treasury to investigate the grounds, which caused to submit a Cabinet Memorandum for re-fleeting of wide body aircrafts of Sri Lankan Airlines Limited.

At this meeting, the Secretary of the General Treasury was of the view that approval of the Cabinet of Ministers is not required to invest in the fleet of aircrafts of Sri Lankan Airlines since Sri Lankan Airlines Limited is an Public Liability Company established under the Company Act and it had a Board of Directors nominated and

appointed by the Government and therefore instructions had been given to the officers of the Ministry of Finance to withdraw relevant Cabinet Memorandum. Further concurrence had also been extended to carry out activities for re-fleeting of Airlines Company on the approval of the Board of Directors.

7.7.2.3. Observations obtained by the Secretary to the Cabinet of Ministers after referring the Cabinet Paper of No 13/0407/545/007 dated 27th March 2013 to different parties are as follows.

i) **Minister of Finance and Planning**

Since the Sri Lankan Airlines Limited is a company governed by an independent Board of Directors and established under Company Act, it is the responsibility of the Chief Executive Officer and the Board of Directors to re-fleet aircrafts as it was done in the previous occasions.

Further the Board of Directors shall see to carry out such re-fleeting so as to strengthen financial condition of the Airlines Limited and capitalization. (Annex 21)

ii) **Minister of National Languages and Social Integration**

Particulars such as the values of aircrafts and duration etc. are required to make a decision.

iii) **Central Bank of Sri Lanka**

Recommending for the appointment of a special committee to study further and make recommendations regarding this proposal highlighting that it is required to study this proposal having taken into consideration the long term profits, economic situations which are suit to the country and other matters.

iv) **Strategic Enterprises Management Agency (SEMA)**

Matters indicated in the Cabinet Paper of National Airlines are farsighted and essential. (Annex 22)

7.7.2.4. No decision had been made by the Cabinet of Ministers regarding the Cabinet Memorandum No 13/0407/545/007 dated 18th April 2013 , which was submitted to the Cabinet and it had only been noted 'Postponed'.(Annex 23)

7.7.2.5. In terms of the final report submitted by SEABURY company on 18th April 2017 (Annex14) it was not the responsibility of the Consultative Company to evaluate the rationale of the business plan or review the number of wide body aircrafts required by the Company. Therefore the Company shall determine the type of required aircraft and the quantity by a cost benefit analysis. The Company had prepared 03 plans from time to time during the period 2010-2013.

7.7.2.6. Consultative Company had mentioned in its report that they made their proposals for re-fleeting of aircrafts under the targets and limits of the Management of the Company, Board of Directors and Government.

7.7.2.7. In terms of the minutes of the meetings of Board of Directors,which were submitted by the Company, even though the meetings of the Board of Directors are held normally at World Trade Center and Meeting hall of the Board of Directors of Sri Lankan Airlines, the board paper prepared on 28th February 2013 had been discussed at a special meeting of the Board of Directors held at the official residence of Hon. Speaker on 01st March 2013. (Annex 11)

7.8. **Acquiring 06 A330-300 aircrafts and 08 A350-900 aircrafts**

In terms of the decision taken by the Board of Directors on 01st March 2013 (Annex 32) the Management of the Company had taken following steps to acquire aircrafts.

7.8.1. **Entering into agreements with Airbus Company**

7.8.1.1. Entering into agreements for obtaining 06 A330-300 aircrafts (Annex 33)

Sri Lankan Airlines Limited had entered into an agreement with Airbuses Company on 19th June 2013 under following conditions'

	(US$)
Basic price of the aircraft	182,027,300
Propulsion system price	43,031,713
Total	225,059,013
Buyer Furnished Equipments	9,330,320
Price reductions	(129,982,172)
Net price	104,407,161

Pre-delivery payments	
As at the date of signing	1%
Before 18 months	4%
Before 12 months	6%
Before 09 months	6%
Total	17%

According to the agreement these aircrafts shall had been handed over to the Company in the following manner.

1st aircraft	October 2014
2nd aircraft	December 2014
3rd aircraft	February 2015
4th aircraft	second quarter of 2015
5th aircraft	second quarter of 2015

6th aircraft second quarter of 2015

7.8.1.2. Entering into agreements for the purchase of 04 A350-900 aircrafts (Annex 34)

Approval had been granted on 25th June 2013 for the Board Paper No FIN/2013/06/63 dated 24th June 2013 for entering into agreements with Airbuses Company for purchasing 04 aircrafts. (Annex 42) Accordingly Sri Lankan Airlines Limited had entered into an agreement with Airbuses Company on 28th June 2013 for purchase of aircrafts, which were to be received in years 2020/2021.

	(US$)
Basic price of the aircraft	275,099,000
Supply of equipment	9,672,000
Total	284,771,000
Reduction in price	(148,160,000)
Net price	136,611,000

Pre-delivery payments	-
At the time of signing agreements	1%
First day of the month before the month of delivery, as planned	
84th month	0.1%
72nd month	0.1%
60th month	0.1%
48th month	0.1%
30th month	2.6%
24th month	4%
18th month	5%
05th month	4%
Total payment before the delivery of aircrafts	17%

7.8.1.3. A decision had been taken on 28th July 2017 by the Cabinet Sub Committee on Economic Management not to obtain 4 A350-900 aircrafts, which are to be received in year 2020 and 2021, and accordingly a Committee consisted of 3 Ministers had been appointed in August 2017 to discuss this issue with the supplying company.

7.8.2. **Entering into agreements to obtain 04 A350-900 aircrafts on operating lease basis.**

7.8.2.1. Since the term of lease of several other A 330-200 aircrafts expired as per the Board Paper No FIN/2013/08/79 dated 24th July 2013 (Annex 36), a decision had been taken at the meeting of the Board of Directors on 30th July 2013 to obtain 03 aircrafts of A350-900 category on operating lease basis from ILFC institution.

7.8.2.2. Proposals had been called from leasing companies for the purpose in the following manner

Name of the leasing company	Date on which requests for proposals were called	Date of the receipt of proposals	Value of the installment of proposed lease (US$ million)
International Lease Finance Corporation (ILFC)	02nd May 2013	10th May 2013	1.33
Aviation Lease Finance Company (ALAFCO)	27th June 2013	01st July 2013	1.48
Air Lease Corporation (ALC)	30th June 2013	05th July 2013	1.28
CIT	30th June 2013	01th July 2013	1.39

7.8.2.3. Head of Finance Division had requested to submit those proposals, which were received in the above manner, via e mails and other Companies except two have not submitted proposals in the proper manner.

7.8.2.4. Accordingly approval of the Board of Directors had been granted on 30th July 2013 and 09th September 2014 to obtain 04 aircrafts as per Board Paper No FIN/2013/08/79 and FIN/2014/13/46 on operating lease in the manner of obtaining 03 of them from ILFC and 01 from Aercap Global Aviation Trust.

7.8.3. **Vesting authority to enter into agreements**

The Board of Directors of Sri Lankan Airlines Limited had vested authority in 15 officers of Sri Lankan Airlines Limited by a power of attorney in 2014 to prepare and sign, individually or jointly on behalf of the Company, agreements to purchase of aircrafts or obtain aircrafts on lease basis.

7.8.4. **Sell and Lease back of A330-300 category air craft and financing of pre-delivery payment**

7.8.4.1. Obtaining consultancy services

7.8.4.1.1. The Board Paper No FIN/2013/05/55 dated 03rd June 2013 had been prepared (Annex 17) to obtain consultancy services from SEABURY Institution for selling and obtaining A330-300 aircrafts and for pre-delivery payment. Following matters were included in the Board Paper.

i) Since the agreement for purchase of 06 A 330-300 should had been signed within one month, it is necessary to sign a memorandum of understanding with SEABURY Company to draft the said agreement.

ii) Pre- delivery payment should be made before the delivery of aircrafts after signing the agreement.

iii) Aircrafts are to be delivered from October 2014 and the last two aircrafts are to be delivered at two instances in the middle of year 2015.

iv) The total amount to be paid as pre-delivery payment in the Financial Year of 2013/14 is US$ 68.25 million.

v) Sri Lankan Airlines Limited had discussed with two existing lessors regarding pre-delivery payment and one of these two lessors had agreed for financing.

vi) Finding a lessor, who is willing to supply funds for a considerable part of the amount of pre-delivery payment, is very difficult and it is necessary to obtain options from more number of lessors since this is highly essential.

vii) It is very difficult to obtain finance from Banks and therefore the Committee appointed for re-fleeting aircrafts had decided to obtain consultancy services from a Consultancy Company.

viii) Since the service provided by SEABURY Company is so far satisfactory, this institution was informed to submit revised offer for provision of consultancy services on selling of aircrafts and obtaining aircrafts again on lease and also for pre-delivery payment system.

7.8.4.1.2. It had been agreed to Pay US$ 35,000 as nun refundable retention fee for the above mentioned consultancy service and success fee ,which amounted to US$ 500,000 on the agreement made with lessor for 06 aircrafts in the following manner.

	US$
1 aircraft	125,000
2 aircrafts	105,000
3 aircrafts	90,000
4 aircrafts	75,000
5 aircrafts	60,000
6 aircrafts	45,000
Total	500,000

7.8.4.1.3. Accordingly approval of the Board of Directors had been granted based on the above matters on 11th June 2013 to appoint SEABURY Company as the Consultant for Sri Lankan Airlines Limited for making payments before the delivery of 06 aircrafts of A 330-300 category, selling aircrafts and obtaining again on lease on the condition of paying US$ 35,000 as permanent retention fee and US$ 500,000 as success fee. (Annex 16)the implementation level

7.8.4.1.4. It had become necessary to find a lessor to sell those aircrafts and obtain on operating lease. Further it had become necessary to obtain consultancy assistance for those financial activities. Even though a Board Paper had been submitted to obtain consultancy services from SEABURY institution for the whole process including acquiring A330-300 aircrafts, selection and evaluation of aircrafts,

discussion and financing up to implementation, approval had been granted on 23rd January 2012 to obtain consultancy services for other tasks except financing for aircrafts. (Annex 11).

7.8.4.1.5. When comparing the proposal made before 1and ½ years by SEABURY institution on 11th November 2011 for financing for 06 aircrafts of A 330-300 category with other proposals the proposal made by SEABURY was more advantageous. Therefore Chief Executive officer and Head of Finance Division have recommended selecting SEABURY for the purpose. The Committee appointed on 11th January 2012 to obtain consultancy services from the above institution for acquiring, selecting and evaluating aircrafts consisted of 04 members and only two members out of them had made recommendations.

7.8.4.1.6. An amount of 504, 068 .44 had been paid to SEABURY Company for obtaining consultancy services for the purchase, sale of 06 aircrafts in the above category and obtaining them again on lease. (Annex19)

Date of payment	Paid amount (US$)	Exchange rate	Paid price Rs.
2013/06/30	35,000.00	128.6	4,501,000
2013/08/08	445,000.00	130.15	57,916,750
2013/10/23	7,027.41	130.775	919,009
2013/06/13	17,041.03	130.775	2,228,541
Total	504,068.44		65,565,300

7.8.4.2. **Selecting leasing companies for the purchase of 06 aircrafts of A330-300 category and selling and obtaining back on lease and financing for pre-delivery payment.**

7.8.4.2.1. An agreement had been made on 26th June 2013 (Annex 18) with SEABURY Consultation Company for the selection of leasing company for the purpose and accordingly Requests for proposals had been prepared by SEABURY Company on July 2013 to submit them to leasing companies. Main matters included in it are as follows.

i) 06 aircrafts in A330-300 category shall be obtained on lease in year 2014 and 2015.

ii) The term of the lease is 12 years and lessors who can finance for pre-delivery payments are required.

iii) The Company had entered into agreements for purchasing 06 A330-300 aircrafts in year 2014/2015 and 04 A350-900 aircrafts in year 2020/2021.

iv) A330-300 aircrafts shall be sold on or before 23rd August 2013 and proposals shall be submitted to obtain aircrafts on lease.

v) Proposals shall be submitted to Head of Finance Division and Senior Accountant, who are the officers of Sri Lankan Airlines, and Managing Director and Vice Chairman of SEABURY Consultancy Company through e mail.

vi) The selection shall be made after 4 weeks from the submission of proposals, the liability to term sheet shall come in to force by another 2 weeks. Agreement shall be signed by 10 weeks' time.

vii) Funds shall be supplied for making first pre-delivery payments on 01st December 2014.

viii) The right to accept or reject proposals shall retain with Sri Lankan Airlines Limited.

ix) Plans had been prepared in the following manner to hand over the A330-200 and A340-300 aircrafts from year 2014 up to 2017 and re-fleeting aircrafts.

Year	Types of the aircrafts to be returned	Types of aircrafts which are re-fleeted	Quantity
2014/2015	A 340-300	A 330-200	3
2015/2016	A 340-300	A 330-300	3
2015/2016	A 330-200	A 350-900	1
2016/2017	A 330-200	A 350-900	3

7.8.4.2.2. Consultancy Company had informed that the Request for proposals, which had been prepared as per the Board Paper No FIN/2013/14/113 dated 20th November 2013, had been sent in July 2013 to more than 50 international leasing companies. Accordingly it had been informed to submit bids by e mail to two nominated officers of Consultative Company and two officers of Sri Lankan Airlines Limited. Accordingly 15 proposals had been submitted and relevant particulars are as follows.

Name of the leasing company	Date of proposal	Date of the revised Proposals
i) Maquarie Air Finance ltd	30/08/2013	-
ii) Air Castle	30/08/2013	2013/10/31
iii) Aviation Capital Group	31/08/2013	-
iv) GE Capital Aviation Services	02/09/2013	2013/09/24
v) HKAC (Hong Kong Aviation Finance Capital)	02/09/2013	2013/09/03 2013/09/19 2013/10/15
vi) MD Aviation Capital pvt Ltd	02/09/2013	-
vii) Avoloan Aerosapce Dubai Limited	02/09/2013	2013/09/30
viii) Fly Leasing limited	02/09/2013	2013/10/01 2013/10/15
ix) Navas Aviation	29/08/2013	2013/10/09
x) Awas Pte Limited	26/08/2013	-
xi) Azraj Capital	03/09/2013	-
xii) Aer cap Aviatio	05/09/2013	-
xiii) Bank of Communications Leasing	No date had been mentioned	-
xiv) Inception	Do	-

7.8.4.2.3. One leasing company had conducted meetings in August 2013 based on the responses received. Accordingly following 4 companies had been selected.

1. Hong Kong Aviation Capital Limited (HKAC)
2. GE Capital Aviation Services (GECAS)
3. Avalan Aerosapce Leasing Limited (Avalon)
4. Aircastle Singapore Private Limited (Aircastle)

7.8.4.2.4. Following main criteria had been applied in the evaluation of above proposals.

i) Purchasing price awarded including equipment at the time of delivery
ii) Requirement of any additional security or letter of credit
iii) Lease rent recovered during the term of lease and other cost
iv) Capacity to finance for pre delivery payment
v) Legal, technological and operational conditions and other orders

7.8.4.2.5. Quotations submitted by HKAC leasing company, which was determined to select, and the dates for the delivery of aircrafts are as follows.

Date of delivery	Purchase price at the date of delivery (US$)
2014 December	120,800,000
2015 February	121,400,000
2015 October	125,000,000

12 years of lease period and as per the lease rental had been decided as follows;

Date of delivery	Term of the lease	Lease rent (US$)
December 2014	Years 01-06	1,144,705
	Years 07-12	1,033,437
February 2015	Years 01-06	1,152,847
	Years 07-12	1,034,437
October 2015	Years 01-06	1,200,362
	Years 07-12	1,029,437

Accordingly payments shall have to be paid as per a ratio agreed for a security deposit equivalent to the lease rent of 3 months, US$ 120,000 for the preparation of letters of credit, lease rent for one month for the preparation of documents for Pre Delivery Payment (PDP), lease rent for 3 months, which is the aggregate of 03 days pre delivery payment, and maintenance pool.

7.8.4.2.6. Further discussions had been conducted in October 2013 with above 4 leasing companies regarding the terms and conditions. Accordingly proposals had been

called for 3 aircrafts taking the financing for purchasing price and Pre Delivery Payment (PDP) as basic criteria.

7.8.4.2.7. Even though HKAC Company had agreed to obtain 05 A 330-300 aircrafts on lease, it had agreed to finance only for Pre Delivery Payment (PDP) for 3 A330-300 aircrafts. Accordingly it had agreed to pay US$ 41.7 million to Airbus Company per one aircraft and to pay 85 per centage out of it (US$ 35 million) by HKAC, the selected leasing company, and to pay the remaining 15 per centage by Sri Lankan Airlines Limited. Therefore US$ 105 million and US$ 18 million shall have to be paid for 03 aircrafts by HKAC leasing company and Sri Lankan Airlines Limited as pre delivery payment.

7.8.4.2.8. Following recommendations had been made by the Board Paper No FIN/2013/08/79 dated 24th July 2013 and these recommendations had been approved at the meeting of the Board of Directors held on 30th July 2013.

i) Approval for obtaining 03 A 350-900 aircrafts on lease from ILFC institute and paying Pre Delivery Payment (PDP) for 02 A330-300 aircrafts and paying for security deposit on 20th June 2013.

ii) Vesting of authority in the Company for conducting discussions to obtain 02 A330-300 aircrafts on operating lease.

iii) Vesting of authority in the Company to alienate 02 new A330-300 aircrafts from Airbus Company to ILFC Company or nominated persons and to conduct discussions on financing for 65% for pre delivery payment and implement the same.

iv) Granting approval to the Company to obtain 03 A350-900 aircrafts from ILFC Company on operating lease basis.

7.8.4.2.9. In the above Board Paper it had been indicated as a condition that it is necessary to obtain 03 A350-900 aircrafts under operating lease in order to finance for 65% from pre delivery payment for 02 A330-300 aircrafts by ILFC. Further it had been indicated that the total amount of US$ 590,000, which includes US$ 90,000 as legal fee for the fee for signing agreements for financing pre delivery payment and US$ 250,000 as the exit fee per one aircraft , which is equivalent to 0.96 per cent from the loan.

7.8.4.2.10. Approval of the Board of Directors had been granted for the following activities by the decision of the Board of Directors dated 26th November 2013, which was taken in respect of the Board Paper No FIN/2013/14/113. (Annex 37)

i) To allow to enter in to term sheet with HKAC on 01st November 2013 for purchasing 05 A330-300 aircrafts and selling them and obtain again on lease and financing for making pre delivery payment regarding 03 A 330-300 aircrafts and also for paying US$ 150,000 per aircraft as the initial security deposit.

ii) Granting approval for entering in to agreements discussing with HKAC Leasing Company to obtain funds for pre delivery payment for 3 A330-300 aircrafts and for implementing such agreements

iii) Vesting authority to discuss and enter in to agreements on the operations for leasing back after selling 05 A330-300 aircrafts.

7.8.4.2.11. According to the facts mentioned above, one aircraft had been obtained in terms of the Board Paper No FIN/2013/08/78 dated 24th July 2013 from Air Lease Corporation under lease back system selling 06 aircrafts in the category of A330-300 and further it had been indicated in that Board Paper that 100% financing will be made by the Company for pre delivery payment. Other remaining 05 aircrafts had been obtained from Hong Kong Aviation Capital Company under lease.

7.8.4.2.12. The Board of Directors of Sri Lankan Airlines Limited had appointed a group of officers consisted Chief Executive Officer, Chief Officer of Operations, Head of Finance, Head of Engineering for the purpose of re-fleeting the aircrafts on 28th August 2012. Responsibility for the performance of tasks such as selection of aircrafts and engines, preparation of request for proposals identifying the requirement of the fleet etc. had been vested in the above group obtaining assistance from SEABURY Consultancy institution.

7.8.4.2.13.The Company had spent 03 years and 03 months for the task from 06th September 2012, on which the agreement was made for obtaining service for financing from SEABURY Consultancy Services Institution from the commencement of the process of ‘sale and lease back system’ i.e. the task for financing for A330-300 aircrafts, up to 29th December 2015, on which the aircrafts were received.

7.8.4.2.14. In terms of the proposals indicated in annex 46, it had been mentioned that finance can be provided for 100 per cent Pre Delivery Payment (PDP) by the 03 companies i.e. Macquarie Air Finance Ltd, Aviation Capital Group and GE Capital Aviation Services and leasing companies such as MD Aviation Capital Pvt Ltd, Bank of Communication Leasing Inception and Azraj Capital also can make finance for pre delivery payment and further HKAC Leasing Company can finance for 75 per cent of pre delivery payment.

7.8.4.2.15.Since the SEABURY Consultancy Services Institution, which was selected for financing for A 330-300 aircrafts, had prepared request for proposals sent to leasing companies for the sale 0f 3 aircrafts and leasing them back. Therefore Leasing Companies had made their proposals accordingly. However HKAC Leasing Company had agreed first to provide for 3 aircrafts but later it had provided for 5 aircrafts revising its proposal.

7.8.4.3. **Conforming the sale and lease back of 06 A330-300 aircrafts to the procurement guidelines dated 25th January 2006 and procurement handbook. (Annex 03)**

7.8.4.3.1.In terms of para 1.2.1. of procurement guidelines, action shall be taken to ensure maximum as well as equivalent opportunities for procurement. In the meantime the transparency and confidentiality shall also be ensured.

7.8.4.3.2.In terms of para 2.3.2. of procurement guidelines, the officers such as Heads of Departments, Project Directors, who are responsible for procurement, and specialists on procurement and Consultants and other staff assisting the task shall perform the responsibilities specifically mentioned in this para.

7.8.4.3.3.The Committees shall be appointed so as to fulfill the role and responsibilities of procurement committees as per ‘a’ to ‘e’ of para 2.5.1. of procurement guidelines and further so as to fulfill role and responsibilities of technical committees as per ‘a’ to ‘d’ of para 2.6.1 of procurement guidelines.

7.8.4.3.4. In terms of the para 2.7.1. of procurement guidelines, the procurement committee shall be appointed by the Cabinet of Ministers depending on the value of the procurement.

7.8.4.3.5. In terms of para 'a' and 'b' of para 2.11 of procurement guidelines, every member of procurement committee and technical evaluation committee shall be informed the date, venue and the time of the meeting and they shall be determined in accordance with procurement schedule.

7.8.4.3.6. In terms of para 3.4.1 of procurement guidelines, it had been ordered to procurement entity that an international publicity shall be made by way of procurement notifications published in various media in order to ensure maximum competition in calling international competitive bidding.

7.8.4.3.7. In terms of para 3.12 of procurement guidelines,

- ❖ opportunities are ensured for the submision of bids only to those ,who prove their capacity and availability of sufficient resources at the examinaition of the prerequisites of bidders.
- ❖ Examination of prerequisites shall be made as per the para after making a wide publicity and calling information in a given format.
- ❖ A clear statement on the scope of the contract shall be sent to all institutions, which have given their consent for the examination of prerequisites as per above para.

7.8.4.3.8. In terms of para 4.2.1, the procurement entity shall prepare a procurement plan for a minimum period of 03 years listing all procurement activities..

7.8.4.3.9. In terms of para 4.2.2 'a' and 'b' of procurement guidelines, a procurement time table/ schedule shall be prepared which describes steps of each procurement from the commencement up to the conclusion of procurement.

7.8.4.3.10.In terms of para 4.3.1 ‘b’ of procurement guidelines, the procurement entity shall prepare a total cost estimate including all associated expenses and it shall contain expenses separately as the expenses for the activities for preparation of procurement and expenses incur due to activities made after offering contract.

7.8.4.3.11. In terms of para 5.1. of procurement guidelines, the procurement entity shall make drafts including request for proposals or documents for calling bids and technical specification plans etc.

7.8.4.3.12.In terms of para 5.2.1. of procurement guidelines, following documents shall be included in the documents for calling bids.

i) Particulars of Calling bids
ii) Conditions of the agreement/ special conditions
iii) Requirements of the employer
iv) Format of the agreement
v) Schedule containing quotations
vi) Format of bid
vii) vii.Sample protection forms/ advance payments protection forms

7.8.4.3.13.In terms of para 6.3 ‘a’ i,ii,iii of procurement guidelines, the bids shall be sent either by registered post or handed over it to a person authorized by procurement entity or it can be kept in a sealed tender box.

7.8.4.3.14.In terms of para 6.3.3. ‘b’ of procurement guidelines, all bids shall be opened in the presence of bidders or their representatives.

7.8.4.3.15.In terms of para 6.3.2. of procurement guidelines, calling of bids shall be closed at the closing time given in bid documents and all the delayed bids shall be rejected and returned.

7.8.4.3.16.In terms of para 7.5.1.’a’ of procurement guidelines, Procurement Committee shall make efforts to follow the procurement time table and to carry out procurement

activities within the valid period. The period of validity shall be extended where ever necessary.

7.8.4.3.17. In terms of para 7.7.1. ‘a’ of procurement guidelines, the main objective of the evaluation of bids is to select the bid containing minimum price, which make the highest response.

7.8.4.4. **The performance as per air routes from year 2014/15 up to August 2017 in utilizing 06 A330-300 aircrafts after purchasing them by the Company.**

Air routes with negative contribution

Air route	Contribution of the year			
	2014/2015	2015/2016	2016/2017	2017Apr- Aug
CMB/MAA	-	(316)	-	(1,515)
CMB/TRV	-	(70)	(218)	(184)
CMB/COK	-	(108)	(287)	(274)
CMB/BLR	(31)	-	-	(48)
CMB/DAC	-	-	(18)	(261)
CMB/DEL	-	(38)	(1)	(15)
CMB/JED	-	(83)	-	(1,361)
CMB/SIN	-	(21)	(289)	(213)
CMB/KUL	-	(98)	(138)	(298)
CMB/CGK	-	-	(124)	(170)
CMB/BKK	-	-	(33)	(313)
CMB/BKK/HKG	-	-	(2,447)	(1,143)
CMB/BKK/CAN	-	-	(907)	(45)
CMB/KHI	-	-	(35)	-
CMB/BAH	-	-	(11)	-
CMB/KWJ	-	(622)	(1,915)	-
CMB/RUH	-	-	(2,738)	-
CMB/JED	(4)	-	(2,373)	-
CMB/CAN	-	(147)	(123)	-
CMB/PAE	-	(3,229)	(5,111)	-
CMB/LON	(129)	(1,447)	(11,043)	-
CMB/FRA	(33)	(3,245)	(5,126)	-
CMB/ROM	(10)	-	(235)	-
CMB/BOM	-	-	-	-
CMB/DXB	(24)	-	-	-
CMB/TYO	-	-	-	-
CMB/DME	(78)	-	-	-
CMB/KTM	(79)	-	-	-
CMB/MCT	(33)	-	-	-
CMB/HRI/BJS	(192)	-	-	-
CMB/HRI/PVG	(47)	-	-	-
	(660)	(14,571)	(33,172)	(5,840)

Air routes with positive contribution

Air route	Contribution of the year			
	2014/2015	2015/2016	2016/2017	2017Apr-Aug
CMB/MLE	81	1381	2,110	5,028
CMB/BAH	-	-	11	-
CMB/DOH	319	442	3,063	1,081
CMB/DVB	-	-	1,469	85
CMB/KWI	97	-	1,220	-
CMB/DMM	19	68	726	265
CMB/RUH	56	176	1,633	516
CMB/TYO	2,068	-	749	417
CMB/SHA	-	-	3,79	819
CMB/BJS	1,427	606	1,035	-
CMB/LON	-	-	492	-
CMB/MAA	109	-	-	14
CMB/BOM	4	-	-	11
CMB/BLR	-	60	-	4
CMB/BKK/CAN/ BKH	2,101	238	-	-
CMB/BKK/HKG/ BKK	155	157	-	-
CMB/HKG	-	52	-	-
CMB/KMG	-	91	-	-
CMB/PVG	956	1,443	-	-
CMB/PAR	95	-	-	-
CMB/SIN	49	-	-	-
CMB/KUL	22	-	-	-
CMB/CTU	167	-	-	-
CMB/HGH	536	-	-	-
	8,261	4,714	8,240	12,887
Net contribution	7,601	(9,856)	(24,932)	7,047

In the utilization of A330-300 aircrafts , which were purchased as per above table , the net positive contribution received in year 2014/15 is US$ 7,061 , net negative contribution in year 2015/16 is US$ 9,586, net negative contribution of year 2016/2017 is US$ 24,932 and positive contribution in year 2017/2018 (From April to August) is US$ 7,047.

7.9. **Obtaining VIP cabin set for A330-300 aircrafts.**

7.9.1. No mention had been made in the Board Paper dated 28th February 2013, which is relevant to re-fleeting, and further no mention had been made also in this regard in the relevant decision of the Board of Directors. However, the reasons for selecting Airbuses Company had been indicated in para 2.7 of the Cabinet Memorandum dated 27th March 2013, which was prepared to obtain approval of the Cabinet of Ministers for the re-fleeting porogramme based on the above and it had been stated that a set of VIP cabin to the value of US$ 15 million is provided for the use of the Head of the State in the official tours. However, no information was included in the relevant Board Paper regarding the additional cost to be born in this regard and the agreement to be entered into.

7.9.2. When an agreement had been made with Airbuses Company on 18th June 2013 mainly for the purchased of 06 A330-300 aircrafts, an agreement had been made again with Airbuses Company on 28th June 2013 for the purchase of VIP cabin in addition to the above. Accordingly the conditions, to which Sri Lankan Airlines Limited agreed, are as follows.

i) To receive 02 A330-300 aircrafts which are to be delivered in October and December 2014 as VIP and to demand one VIP cabin set by Sri Lankan Airlines Limited so as to fix in these aircrafts and to get the fixing and removing of such cabin performed by a third party once the cabin set is handed over to the Airline Limited.

ii) To issue a credit note to the value of US$ 15 million in favor of 'VIP Kit Credit Memorandum' as soon as the first VIP airbus is delivered by Airbus Company due to purchase of 06 A 330-300 aircrafts and 04 A350-900 aircrafts from Airbuses Company.

iii) In case where it is refrain from purchasing at least one A 350-900 aircraft, the Airbuses Company shall have the sole the right to revoke this agreement and at such revocation Sri Lankan Airlines Limited shall be liable to pay an amount of US$ 1.5 million per each A350-900 aircraft, which is not obtained and further to pay a compensation.

iv) A separate agreement shall be signed for the purpose of fixing and removing this VIP cabin set and for agreement of A 350 aircrafts.

7.9.3. Above agreement had been revised on 02nd December 2013 and the conditions, which were changed, are as follows.

i) Even though it had been mentioned in the first agreement that fixing and removing of VIP cabin shall be get done by a third party once it is handed over by Airbus Company, a new agreement shall be entered in to with Airbuses Company in the name of ' Outfitting Agreement' as per the revised agreement.

ii) At the time of delivering this 02 VIP aircrafts to Airlines Limited, it shall be registered at Civil Aviation Authority of the seller and when the VIP set is fixed it shall again be registered at Civil Aviation Authority of the Buyer, i.e. Sri Lankan Airlines Limited.

7.9.4. As per the above revision, an agreement had been entered in to between Airbus Company and Sri Lankan Airlines Limited for designing, manufacturing, fixing, inspecting, organizing inner parts, and fixing other equipment of VIP cabin sets and the conditions included in the agreement are as follows.

i) To agree to purchase secondary VIP kit in addition to principle VIP kit.

ii) It shall be approved by the Airbuses Company, the Outfitter of VIP kit and European Aviation Safety Agency.

iii) The financial cost for designing VIP kit in respect of first aircraft shall be US$ 7.5 million and US$ 7.5 million for second aircraft except equipment provided by Sri Lankan Airlines Limited.

iv) US$ 0.5 million shall be paid as pre delivery payment by Sri Lankan Airlines Limited as soon as the agreement is signed and then US$ 2 million, and US$ 4.75 million, which amounts to the total of US$ 7.25 million, shall be paid on 01st January 2014 and 01st December 2014 respectively . Accordingly the total amount for 2 aircrafts shall be US$ 14.5 million. These pre delivery payments are settled by VIP credit note to the value of US$ 15 million.

v) The balance ,after the deduction of pre delivery payments from the final price of VIP kit as per sale invoice provided by Airbuses Company, shall be paid by

the Airlines Limited before obtaining aircrafts and if any balance is available from VIP credit note, it shall be used to settle the final price.

vi) Minor spare parts, training, warranty certificate/securities, technical and data sheets, technical and engineering assistance for VIP kit are provided by Airbuses Company free of charge.

vii) First VIP aircraft is due to be delivered in 22nd week of year 2015 and second IP aircraft in 37th week of year 2015.

viii) Principle VIP kit and secondary VIP kit shall be delivered to air cargo handling center of A330-300 of Sri Lankan Airline Limited along with first aircraft enclosing them in a suitable container.

ix) VIP kit consists of four parts and the composition of it shall be in the following manner. (Annex 38)

❖ Bed Room	-	2 x 1.1 m Beds	02
	-	Coat hanger	01
	-	Sideboards	
	-	Video LCD	01
❖ Office	-	VIP single seat	01
	-	Office tables	01
	-	Three doors coupboard	
	-	Video LCD	01
❖ Conference	-	Club 4 seats	03
	-	VIP single seat	08
	-	Tables (with foldable leafs)	03
❖ Security	-	VIP single seat	04
	-	tables (with foldable leafs)	02

7.9.5. Revocation of agreement entered in to for VIP kits

Agreement for above mentioned VIP kits had been revoked by the agreement dated 24th Feburary 2015 and the conditions agreed thereby are as follows. .

7.9.5.1. As per the request made in writing by Sri Lankan Airlines Limited this agreement had been revoked and credit note to the value of US$ 15 million, which had been granted by Airbuses Company relevant to design VIP kit, had been totally utilized.

7.9.5.2. Accordingly it had to revoke ‘VIP Outfitting’ agreement also.

7.9.5.3. Sri Lankan Airlines Limited is further bound by the responsibilities agreed in the agreement signed for the purchase of VIP kit.

7.9.5.4. The sole ownership of the VIP kit shall further be under Airbuses Company.

7.9.5.5. Authority for selling of this VIP kit to a third party had been vested in Airbuses Company before 30th June 2016 and a credit note in favor of ' VIP Kit Settlement Credit Memorandum' shall be submitted to Sri Lankan Airlines Limited for the balance after reduction of all expenses made by Airbus Company from the money received by the re sale of VIP kit. This amount can be deducted from Airbus Company in future purchases.

7.10. **Sub leasing of one A330-300 aircraft to Pakistan International Airlines Limited.**

7.10.1. Sealed bids were called by way of publishing a notice for calling tenders (Annex 39) in www.piac.aero for obtaining wide body aircrafts on wet lease basis by Pakistan International Airlines but following information was not available in the notification.

- Bids are called on wet lease basis up to 04 wide body aircrafts.
- Seating capacity of an aircraft shall exceed 230.
- The aircraft shall be handed over to Pakistan International Airlines without delay.
- The aircraft shall be manufactured after year 2013.
- Period of lease shall be 06 months. (Theperiod can be extended.)
- Fixed rate shall be paid to an aicraft per month for 300 flight hours.
- Full bed seats shall be available for the business class.
- Bids shall be submitted on 20th June 2016 before 11. a.m. (Standard time in Pakistan).
- Bids shall be opened 0n 20th June 2016 before 12.. noon. (Stabdard time in Pakistan)

7.10.2. In response to the above mentioned tenders, Chief Executive Officer of Sri Lankan Airlines Limited submitted a Bid document to Director, Corporate Plans of Pakistan International Airlined Limited on 20th June 2016 (Annex 40) and it contained didding prices for 3 A330-300 arcrafts and technical and financial proposals. Chief

Executive Officer of the Company had made the Board of Directors aware in this regard on 29th June 2016.

7.10.3.1. In terms of the Board Paper No ENG/2016/08/73 dated 04 August 2016, (Annex 41) it **had been** mentioned that the first aircraft was due to be delivered on 06 August 2016 on wet lease basis, the approval required for extending the term of agreement up to three months **had been** obtained from Civil Aviation Authority and Ministry of Common Business Development and an independent evaluation on the security situation in Lahore and Islamabad cities was get done by Sri Lankan Airlines Limited in order to ensure the safety of the staff and this task.

7.10.3.2. It had been mentioned tha the Pakistan International Airlines Limited had agreed to pay, during the term of lease, US$ 8,100 per hour for minimum of 300 hours per month and further to pay an anount of US$ 7,600 per hour for the time exceeding 300 hours. The aircraft shall be painted as per the requirement of the Company before handing over the aircraft and Pakistan International Airlines Limited had agreed to pay US$ 36,000 to Sri Lankan Airlines as positioning cost.

7.10.3.3. Accordingly the Board of Directors had granted approval for leasing A330-300 aircraft bearing number 1604 for a period of 3 months from 03rd August 2016 on wet lease.

7.10.4. Agreement had been made on 04th August 2016 after receiving the approval of the Board of Directors. At the expiary of 3 months, which is the relevant term, the term of the agreement had been extended from 10th November 2016 up to 09th Feburary 2017 (Annex 25).

7.10.5. Several conditions included in Wet Lease agreement are given.

- ❖ When sub lease is made, Sri Lankan Airlines Limited shall obtain the approval of main lessor.
- ❖ Positioning cost shall be provided to Sri Lankan Airlines Limited at least before 04 working days.
- ❖ Security clearence shall be obtained from Civil Aviation Authority.
- ❖ Lessee shall bear both positioning cost and re-fleeting cost.

- ❖ The fixed charge of the first month shall be paid within 3 working days before the date of commencement.
- ❖ During the term of lease, US$ 8,100 shall be paid per hour for minimum of 300 hours per month as fixed charge and further an anount of US$ 7,600 shall be paid per hour for the time exceeding 300 hours.
- ❖ When ever a lessor is neglecting a certain amount to be paid on due date, the lessor shall be paid an annual interest of 6.5 per centage taking 360 days as the basisi for the purpose.
- ❖ Ensuring that a fitness certificate had been obtained from Civil Aviation Authority.
- ❖ Maintaining a Valid Air Operator's Certificate.

7.10.6. It had been mentioned that it had agreed at the meeting of the Board of Directors to provide 03 A330-300 aircrafts to Pakistan International Airlines on dry lease as per the approval of the Board of Directors of Sri Lankan Airlines on 27th October 2016 and also agreed to sign agreements within a short period. However Pakistan International Limited had to face unexpected air accident and therefore it had become impossible to obtain 03 aircrafts and 02 aircrafts on dry lease and wet lease .

7.10.7. Accordingly approval had been sought by Chief Executive Officer, Chief Technical Officer, Chief Commercial Officer and Head of the Finance Division for the following matters in the Board Paper of No CEO/2017/01/25 dated 25th January 2017.

- ❖ To maintain A 330-200 aircrafts (MSN 303, 306 and 311) up to the expiary of lease agreement ,which had been extended.
- ❖ To discuss for the provision of at least 02 A330-300 to Pakistan International Airlines Limited on dry lease.
- ❖ To find an alternative lessor since other 03 A330-300 aircrafts are not obtained from Pakistan International Airlines, (MSN 1564, 1583 and1604).

8. **Audit Observations**

8.1. Non compliance with the provisions of Civi Aviation Act No 14 of 2010

8.1.1. Even though the task had been entrusted to relevant Minister as mentioned in 7.1.3.2 above, only a draft of the National Civil Aviation Policy had been prepared on 16th March 2017 by a committee consisted of members from Ministry of Transport and Civi Aviation, Civil Aviation Authority, Airport and Aviation Services (Sri Lanka) Ltd, Department of Attorney General, Sri Lankan Airlines Limited, Sri Lanka Air Force, Board of the Representative Aviation Sri Lankan Association of the Aviation Representatives, and Local Representatives of Civil Aviation(Annex 28) but no action had been taken to obtain approval of the Cabinet of Ministers submitting recommendations up to 25th January 2018.

8.1.2. Further national policy for airlines had not been identified including suitable transport syetem for air passengers,cargo considering extensively the economic and social aspects of Sri Lanka. .

It was observed that following effects hves been made mainly to Sri Lankan Airlines due to unavailability of Civil Aviation policy for Sri Lanka.

I Even though it had been mentioned in the draft that state assistance shall be ensured for maintenance and repairs of aircrafts, the assistance extended from the part of Goivernment is vey limited.

II It had been included provisions in the policy paper drafted for importation of fuel by Private Institutions in order to minimize fuel cost used for aircrafts. However, fuel is imported by the date of auditing by Ceylon Petrolium Corporation.

III Eventhough, it had included provisions in the policy paper drafted to expand and develop aviation operations, maintenance and repairs of aircrafts, supply of foods and training on aviation by way of obtaining foreign investment up to 90 per cent establishing public private partnerships, airlines Limited still depends on the Government obtaining huge loans from state banks due to not taking action as per above.

8.1.3. No permit had been obtained by 20th November 2017, the date for auditing, from Civila Avaiation Authority for the services mentioned in 7.1.3.2 III above.

8.2. **Observations on the operational results of the Company**

8.2.1. The net assets of Sri Lankan Airlines Limited indicates minus value due to the loss incurred continuously as mentioned in the tables in the para 7.4.2. and 7.4.3 and this situation resulted in the increase of the loss up to Rs. 115,767 million by 31st March 2017. The loss ,which amounted to a total of Rs. 17,058.1 million including the compenastion of Rs. 16,924 million, which had to pay as a result of revoking agrements made to obtain 04 aircrafts of A350 under operational lease (Annex 43), Rs, 99.2 million paid for obtaining consultancy services for the revoction of the purchase of aircrafts, and Rs. 34.9 paid for obtaining legal consultancy, had caused to make the situation more crucial. . Further this crucial finance situation will show further development since it had already been decided to revoke the agreements made for the purchase of 4 aircrafts of A350 and it had so far not agreed upon th compensation to be paid.

8.2.2. Further the institution was constantly facing with an issue in working capital, and accordingly this situation has further developed by 31st March 2017 and the amount of current liabilities had come to Rs. 99,329 million exceeding the current assets to the value of Rs. 26,973 million. It was observed that these adverse situations have become a threat constantly for the existence of the institution.

8.2.3. It is probelamatic the fact whether the Company looked for a re-fleeting process at the cost of Rs. 296,279 million in 2013, after making a proper and realistic study , where operational results and net assets of the Company constantly at an adverse level as mentioned in para 7.4.2 and 7.4.3.

8.3. **Observations on the five years strategic plan prepared by the Company**

8.3.1. A proper decision taken by the Board of Directors for the preparation of five years plan for 2010/2011-2014/2015 mentioned in para 7.5.2. above had not beeen submitted for the audit. Further particulars of a person/persons, who prepared the

plan, their qualificatios, payments, timeframes etc. were also not submitted for the auditing.

8.3.2. Even though the Chairman of the Company had appointed a Committee to carry out the process for confirming his strategic business plan as per para 7.5.3.1. above, a report had not been prepared by the above mentioned Committee evaluating proposals, which had been sent by 04 Consultative Companies. Further only a Board Paper had been prepared in this regard on 19th October 2010 and it had been referred with the signatures of two members of the above Committee. However it was not confirmed the base for the preparation of such Committee.

8.3.3. Quotations of other Consultative Companies other than the quotations submitted by the selected Consultative Company have not been included in the Board Paper mentioned in para 7.5.3.1 above and further it was observed that the quotations submitted VIA Capital Company have also been changed manually at later occasion. The responsibility for conducting discussions with this Company regarding the financial conditions had been taken by Mr. Manilal Fernando, a committee member, Chief Executive Officer and Head of the Finance Division and accordingly the price of US$ 499,825 submitted by the Company had been reduced up to US$ 450,000. However no minutes of such discussions had been submitted for the auditing.

8.3.4. Even though quotations had been called from 12 institutions for this consultative assignment, the method, by which these institutions were selected for calling quotations, had not been submitted for the auditing.

8.3.5. Even though a range of estimated charges had been determined for obtaining above mentioned consultative service, no sufficient evidences were submitted for auditing to confirm the base for determining above range.

8.3.6. It was observed that Requests for these Proposals (RFP) had not been prepared as per the prescribed format and further the evaluation of these proposals had not been based on pre-determined criteria. In the meantime no evaluation had been made on

the matters such as evaluation of pre assignments undertaken by consultants, qualifications and knowledge of staff etc.

8.4. **Observation on the implementation of five years strategic plan confirmed by VIA Capital Company.**

The Company had not taken action to obtain the approval of the Cabinet of Ministers for the whole plan mentioned in para 7.5.3.2, which contains proposals for restructuring,(Including the establishment of new three Companies) but approval of the Cabinet of Ministers had been obtained only for the parts relevant to the supply of the capital of US$ 510 million by the Government. (Annex 10)

8.5. **Observations in respect of the fields on restructuring**

8.5.1. In terms of the para 7.5.3.4.1 above, the request had been made by the Cabinet Memorandum for funding was totally deviated from the method proposed for re-capitalization as per the plan prepared by Sri Lankan Airlines Limited an validated by a Consultative Company. Relevant particulars are as follows.

(US$ million)

Year	Funding of capital as per the plan	Capital requested by the Cabinet Memorandum	
		Sri Lankan Airlines	Mihin Lanka Airlines
2011/12	287	100	10
2012/13	183	100	10
2013/14	40	100	-
2014/15	-	100	-
2015/16	-	100	-
Total	510	500	20

According to the answer of the Chairman, the Cabinet Memorandum had been prepared conducting discussions with the General Treasury. Since the General Treasury had no capacity to grant capital at that occasion, Cabinet Memorandum had been prepared in this way on the instructions of General Treasury so as to obtain funds within five years.

8.5.2. It was observed that the approval of the Cabinetr of Ministers had been obtained for the Cabinet Memorandum to obtain funds by a composition different from the planned compositin under the supply of capital by Government as per proposed plan mentioned above. Relevan particulars are as follows. (E.g. Requirement of working capital, payment of foreign loans)

Requirement	Amonut applied as per Cabinet Memorandum	Amount as per the plan
	(US$ milion)	(US$ million)
Re-fleeting of aircrafts	230	230.2
For special business units total expenditure of capital (Maththala, Rathmalana, BIA)	81	81.1
Requirement of working capital	94	64.6
Payments to creditors		
i) Ceylon Petroleum Corporation	28	
ii) Other	15	
Payment of Bank loans/overdrafts	52	52.0
Payment of foreign loans	-	72.8
Total requirement of the fund	500	500.7

8.5.3. Further Rs. 355.5 million out of Rs. 375 million, which was granted from Rs. 500 million approved as per above table had been paid to settle the credit of Ceylon Petroleum Corporation.

Therefore it was observed that 71 per cent from US$ 500 million, which is the total requirement of capital, had been utilized not for the purchase of capital assets but for requirement of working capital.

Year	Funded amount		The way it was utilized
	(Rs. million)	(US$ million)	
2012	11,619	105.5	Settling credit of Ceylon Petroleum Corporation
	2,667	19.5	Financing for pre delivery payment (PDP)
2013	12,600	100	Settling credit of Ceylon Petroleum Corporation
2014	19,585	150	Settling credit of Ceylon Petroleum Corporation
	46,471	375	

8.5.4. In terms of the note indicated in para 7.5.3.4.2. above, even though it has planned to transform the two basic units of the Company i.e. Engineering and maintenance and Airport services to separate Companies, action had not been taken for that purpose.

8.5.5. Further even though it had planned to transform Sri Lankan Catering (Pvt) Limited to a Public Liability Company and to provide 25 per cent of the shareholding of the Company by way of an Initial Public Offering (IPO), the Company had only been transformed to a Public Liability Company and it was observed that the Sub Committee of the Ministry of Economic Affairs had stopped its activities for collection of funds by IPO.

8.5.6. Even though it had planned to establish a Group of Companies amalgamating Sri Lankan Airlines Limited and Mihin Lanka Limited, no such action had been taken

and further operations of Mihin Lanka Airlines had been stopped by 30th October 2016.

8.5.7. The Memorandum of Understanding, which was to be made as mentioned in para ii of 7.5.3.4.4. above, had not been made by 31st October 2017, which was the date of auditing.

8.5.8. Exemptions have not been obtained from local taxes imposed for Aicraft lessors in relation to obtaining financial assistance mentioned in para 7.5.3.4.3 (ii) and it had planned to obtain tax exemptions at the time of importing aircrafts and spareparts by Sri Lankan Airlines Limited or third parties. However no action had been taken in this regard. Further even though it had planned to obtain fuel for aircrafts for a period of five years continuously at an agreed price from Ceylon Petroleum Corporation, no evidence had been submitted to the audit to the effect that such agreement had been made. However the average price of a fuel unit for aircrafts for the period from year 2010/11 to 2016/17 was as follows.

Year	Average unit price of fuel for aircafts (UCS / AG)
2010/11	249.39
2011/12	338.69
2012/13	333.25
2013/14	315.75
2014/15	275.05
2015/16	171.18
2016/17	161.23

8.6. **Observations on the proposed aircraft fleet**

When the planned fleet of aircrafts mentioned in para 7.5.3.5.1 are compared with the actual situation, following matters are observed.

8.6.1. Even though it had planned to increase A320 aircrafts up to 9 at the end of year 2016/17 and 10 at the end of year 2017/18, the number of A320 aircrafts had been increased up to 11 at the end of 2016/17.

8.6.2. Even though it had planned to obtain 06 aircrafts of A330-300 by year 2016, 07 aircrafts had been obtained.

8.6.3. Even though the mid-year average 0f A350-900 aircrafts, which were planned to obtain in year 2017/18, was 1.5, agreements had been made to obtain 08 aircrafts, of which 04 aircrafts are under direct purchases and 04 aircrafts are under operating lease basis. However the agreements made to obtain 04 A350-900 aircrafts under operating lease basis have been revoked by the date of auditing. Further action was being taken to revoke the agreements made to obtain 04 A350-900 aircrafts under direct purchases.

8.6.4. Chairman had informed that the number of aircrafts had increased as 2 aircrafts belonged to Mihin Lanka Airlines Limited has been alienated along with the air routes to the Company as Mihin Lanka had stopped its operations.

8.6.5. Even though that the number of aircrafts , which shall be under the Company at the end of year 2017/18, shall be 22, there were 24 aircrafts under the company by the end of year 2016/17.

8.7. **Observation on the utilization of Aircrafts**

The average hours of operations in 2017 had decreased than the same in 2013 as per 7.5.3.5.2. above and it was observed as per the table below that it had become impossible to achieve the growth expected as per the revised plan in year 2013.

Type of the aircraft	2017	2016	2015	2014	2013
A 320	12.07	12.54	12.98	10.83	11.79
A 330 – 200	11.67	12.59	14.11	14.68	13.82
A 340 – 300	-	-	11.42	11.44	13.10
A 330 – 300	14.03	14.66	13.43	-	-
A 350	-	-	-	-	-
Total amount in the fleet	12.44	12.02	12.90	12.76	12.82

8.8. **Observation regarding the proposed network of new routes.**

Even though flights had been planned as mentioned in para 7.5.3.5.3, total number of 358 flights were only being made by 31st October 2017. But it had been only 64% from the estimated goal in year 2017 (Out of 558 filghts). Further flights had been made in 11 non-planned air routes than the planned routes. In the meantime flights in the 04 air routes confirmed by SEABURY Company i.e. Colombo-Paris, Colombo-Rome, Colombo Frankfurt and Moscow-Dubai had been stopped.

8.9. **Observations in respect of obtaining consultancy services for re-fleeting wide – body aircrafts**

8.9.1. It was observed that the provisions including following facts ,which are in the Guidelines for selection and engagement of Consultants issued in August 2017 by National Procurement Agency and the Handbook on Consultancy services issued by the same institution in November 2007 , have not been followed to ensure the transparency, when SEABURY Company was selected for consultancy and engaged in service as mentioned para 7.6.1 above.

8.9.1.1. Sri Lankan Airlines Limited had not obtained the participation of the Ministry in selection of Consultants for re-fleeting programme mentioned in para 7.6.2.1.

8.9.1.2. In terms of the para 7.6.2.2, Since the Company had not prepared the draft of the request for proposal and submitted it to the Consultancy Companies, who expected to submit requests for proposals, after getting the draft approved by Consultancy Procurement Committee, it had become impossible to obtain particulars on the services, which are to be obtained specifically from the Consultancy Company. Further proposals were received in different formats. Therefore it had become impossible to evaluate all Bidders placing them at one level.

8.9.1.3. However a Committee consisted of 04 members (Chief Executive Officer of the Company, Senior Manager-Combined Activities ,Head of Finance Division and

Head of Engineering Division) had been appointed by the Board of Directors without appointing such procurement committee as mentioned in para 7.6.2.3.

8.9.1.4. Even though 04 International Consultancy Institutions were informed by e mail to submit Requests for Proposals (RFP), action had not been taken as per para 7.6.3.4. since they were not sent Requests for Proposals prepared properly.

8.9.1.5. The Company had not prepared a cost estimate identifying relevant expenses as per para 7.6.2.5.

8.9.1.6. As per para 7.6.2.6 above,

i) Even though the expected role of the Company is consistent with those requirements, no procurement notification had been published in national or international media. Therefore opportunity had not been given to all the interested consultative institutions with necessary qualifications. Such situation had resulted in the loss of qualitative and economic advantages to the Company by way of making avenue for participation under competition.

ii) Calling letters for Request for proposals had been sent by e mail to Skywork, another consultative Company, proposed by the Chief Executive Officer after 42 days by sending letters of calling by e mail for request for proposals to 3 institutions selected by the Company without any acceptable ground.

8.9.1.7. Only 04 institutions have requested to submit proposals as per the para 7.6.2.7. The number of selected institutions may be below 7 only at the occasions where expression of interest had not been submitted by qualified institutions or where there are no other qualified institutions but proposals had been called only from 4 institutions at this occasion without following prescribed provisions as per para 7.6.2.6.

8.9.1.8. Non classified proposals had been obtained by e mail by the Company as per para 7.6.2.8 above. They have not been obtained so as to keep the confidentiality of proposals.

8.9.1.9. Such plan had not been prepared by the Company as per para 7.6.2.9 above.

8.9.1.10. No mention had been made by the Company regarding the period of validity when the proposals were called by the Company as per para 7.6.2.10 above.

8.9.1.11.Company had not taken action as per para 7.6.2.11.

8.9.1.12.In terms of para 7.6.2.12, when calling proposals, the Company had not obtained proposals from Consultative Institutions enclosing original and a copy in two sealed envelopes.

8.9.1.13.The Company had called proposals at two occasions without following para 7.6.2.13 and no mention had been made regarding the closing date for calling proposals. Expected companies have submitted one and the same proposal revising it at several occasions. SEABURY Company, which was the selected institution, had submitted proposal for the first time on 14th September 2011 and for the third time on 09th January 2012 as three proposals different from each other. It was observed under such situation that the confidentiality of proposals had not been ensured. Further the Company had not appointed a committee for opening proposals the process from opening up to the evaluation of proposals had been made by the Committee appointed by the Board of Directors of the Company and therefore it was observed that action had been taken without transparency.

Further the participation of the representatives of the Consultative Institutions, which submit proposals, shall be obtained at the time of opening financial proposals, company had not complince with that.

8.9.1.14. Evaluation had not been made based on pre determined criteria except the reporting made on the selection of consultancy company in the Board Paper No FIN/2012/01/04 dated 11th January 2012 as per para 7.6.2.14. (Annex 12)

8.9.1.15. More than 7 months had been taken by the Company to enter in to agreement with the selected company as per 7.6.2.15. Further actual date on which SEABURY Company commenced its works relevant to the task was not revealed.

8.9.1.16. A proper letter of engagement had not been issued to the Consultative Institution selected by the Company as per para 7.6.2.16.

8.10. **Obtaining consultation services from SEABURY institution.**

Following observations are hereby made as per the para 7.6.3 above.

8.10.1. SEABURY Consultative Company had presented nearly 20 reports (presentations) by e mail regarding the re-fleeting of aircrfts. But a signed report had been submitted on 18th September 2017 after the inquiry made by COPE committee on 06th September 2017. However conflict situation had arisen on the validity of recommendations made from time to time by e presentations.

Accoding to the answer of the Company, even though e mail is a communication media with external parties it was not confirmed that the consultation services were delivered at expected professional level as the matters contained in thses presentations, discussions conducted in this regard and relevant changes etc were not reported.

8.10.2. A section had been included in the report signed and submitted by SEABURY Company on 06th September 2017 that the amount and the requirement of the fleet of aircrafts had been determined by the Company and relevant recommendations had been made without making analysis on strategic plan prepared by the Company. Accordingly it was observed that the concept for the purchase of aircrafts had been a requirement of the management of the Company. This had been further confirmed by the Board Paper No FIN/2012/01/04 dated 11th January 2012 which was submitted on 'Obtaining consultancy services for the programme for re-fleeting of aircrafts'.

8.10.3. It was observed that e presentations had been made to the Management, Board of Directors of the Company and the stakeholders of the Government as per para 7.6.3.2. However particulars regarding the stakeholders of the Government, the way they joined and the limits made by them have not been submitted.

Further in addition to the above mentioned appointed committee no other persons had been appointed by the Company to work joining with consultants. As per the statement of SEABURY Institution the amount and the requirement of the fleet of aircrafts had been determined by the Company but the main objective for calling for consultative services is to obtain instructions for re-fleeting of aircrafts.

8.10.4. It was observed that the activities of SEABURY Institution were problematic and disputable in relation to this process due to following reasons.

i) As mentioned in para 7.6.3 above, there is no transparency and regularity in the selection of this institution.
ii) This institution had not submitted reports in the proper manner.
iii) The validity of Power point presentations, which were said to had been submitted by the Company, and letters sent by e mail have not been assured.
iv) A report prepared and signed by the Committee after evaluating the proposals submitted through Power Point presentations by the Company from time to time from October 2012 up to January 2013 had not been submitted for the auditing. Due to this situation, it was not confirmed that the decisions had been taken for the purchase of aircrafts after evaluating rationally the proposals submitted by the Consultative Company with the financial capacity of the Company.

Further the composition of aircrafts had not been made based on the funding capacity of the Company after making a cost benefit analysis on the options regarding the purchase of new aircrafts, leasing of aircrafts in brand new condition.

According to the answer of the Chairman, different divisions of the Company have not joined with SEABURY Company for the analysis. However it is observed that the requirement of funds had not been considered in those discussions.

8.11. **Obtaining approval for re-fleeting of aircrafts**

Following observations are hereby made in resperct of matters mentioned in para 7.7. above.

8.11.1. It had been observed that, when it was determined to purchase aircrafts as per 7.7.2.5 above, a proper study and analysis on cost and benefit have not been made before taking the decision.

8.11.2. No evidence had been submitted for the audit regarding the facts such as the limits determined and instructions given by the Management, Board of Directors and stakeholders of the Government for the purpose and the parties, who gave such instructions as per para 7.7.2.6. above. Due to such situation it could have lost the opportunity to select more advantageous options.

8.11.3. The reasons for conducting this special meeting at that location as per 7.7.2.7 above have not been revealed and it is questionable whether any adverse effect was made to the impartiality of these decisions when a meeting of the Board of Directors is held at such place.

8.11.4. It was observed that no approval had been obtained from the Cabinet of Ministers for activities such as procurement except matters relevant to the supply of capital in relation to re-fleeting of aircrafts as per para 7.7.2.2. above.

Further it seem as per the meeting held on 16th April 2013 at the General Treasury that the General Treasury, which holds ownership a Public Liability Company on behalf of the Government, had neglected the performance of its responsibility in the proper manner as a result of not providing proper guidance and not carrying out proper supervision.

8.11.5. The Cabinet Paper of No 13/0407/545/007 had been submitted to the Cabinet of Ministers on 27th March 2013 and it had postponed taking it for discussion.

However no information is revealed to the effect that the Cabinet of Ministers had discussed this at later occasion.

8.12. **Entering in to agreements with Airbus Company for purchasing**

Following observations are hereby made regarding the matters in para 7.8.1 above.

8.12.1. The 6 A330-300 aircrafts, which were to be delivered in year 2015, had been obtained in the method of sell and lease back in year 2014/2015.

8.12.2. The purchasing of 04 A350-900 aircrafts, which were to be obtained in year 2016/2017, had been cancelled as per a decision of the Cabinet Sub Committee on Economic Management. Due to such cancellation, a compensation of Rs. 16,924 million had to be paid. When the agreements were made conditions were not included on the termination of agreement.

8.12.3. The Company had not prepared a cash/funds flow statement regarding the way of finding US$ 2,489,438,078 including per delivery payments and final payments for the purchase of 6 A330-300 aircrafts commencing from year 2013 and the time frame for payment.

8.12.4. No concurrence had been made in this regard up to the date of the report as per para 7.8.1.3.Further conditions have not been included in the agreements made with Air Buses Company regarding the possibilities for termination of agreement.

8.12.15. It had not adhered to the Procurement Guidelines dated 25th January 2006 and Procurement Procedure for the purpose of purchasing 04 A 350-900 aircrafts as per para 7.8.2.

8.13. **Vesting of authority to enter in to agreements**

When the agreements were made for the purchase of 04 A350-900 aircrafts and 06 A 330-300 aircrafts and further for the purchase of 06 A330-300 aircrafts on sale and lease back of 04 A350-900 aircrafts on operating lease as per para 7.8.3. above, the authority for signing the agreements individually or jointly had been vested in 15 officers of Sri Lankan Airlines Limited so as to inconsistent with the Article of Association.

8.14. **Selling and leasing again of A 330-300 aircrafts and financing for pre- delivery payment (PDP)**

8.14.1. Following observations are made in respect of obtaining consultancy services for purchasing, selling and regaining A330-300 aircrafts on lease and financing mentioned in para 7.8.4.1 above.

8.14.1.1. Management of the Company had taken action to enter in to agreements on 19th June 2013 for the purchase of 6 A 330-300 aircrafts without having arrangement for financing.

8.14.1.2. Reasons for not granting approval of the Board of Directors for financing at the same occasion as per para 7.8.4.1.4 have not been revealed by the decision of the Board of Directors.

8.14.1.3. When a suitable Consultant was selected for financing as per para 7.8.4.1.5 only 2 members have provided their recommendations for the purpose. Therefore it was observed at the audit that the responsibility of the Committee was not performed properly.

Accordingly approval of the Board of Directors had been granted for the proposal, which is older than 1 and ½ years and submitted in year 2011 by the Consultative

Company for financing for the purchase of aircrafts, on 11th June 2013 without obtaining concurrence of the Consultative Company again.

8.14.1.4. The Company had obtained consultative services from SEABURY Company for the re-fleeting of A330-300 and A 350-900 aircrafts on payment of a total amount of US$ 1,116,413 i.e Rs 144,887,459 (Including US$ 504,068 i.e Rs 65,565,300 paid for obtaining financing and consultative service) within the period from 2012 to 2017. However the Company had now taken action to revoke the agreement for the purchase of 04 aircrafts since it is not necessary to purchase A350-900 aircrafts and further the present Management is also taking action to revoke the agreement for the purchase of other 04 aircrafts, it is observed that the expenditure made for obtaining consultancy service had now become a fruitless expense. Further it was observed that such situation had arisen due to unavailability of a plan for financing for the purchase of aircrafts.

8.14.1.5. When SEABURY Company was selected for obtaining consultative services for financing by way of purchasing , sell and lease back 06 A330-300 as per para 7.8.4.1, the company had not followed any provisions from 1.2.1 to 10.2 of Procurement Guidelines and Instructions Manual issued by National Procurement Institution in November 2007.

8.15. **Sale and lease back of 06 A330-300 aircrafts and financing for pre delivery payment.**

Following observations are hereby made regarding the matters mentioned in para 7.8.4.2.

8.15.1. **Non complience to Procurement Guidelines dated 25th January 2006 and Procurement Procedure**

8.15.1.1. The evaluation and selection process had become questionable as a result of obtaining e mails relevant to calling of quotations for purchase of 06 A330-300

aircrafts to e mail accounts of officers and getting only the participation of several officers of Sri Lankan Airlines to whole process without taking action as per para 7.8.4.3.1.

8.15.1.2. It was observed that the Company had obtained 06 A330-300 aircrafts in the method of sell and lease back without fulfilling the responsibilities mentioned specifically in para 7.8.4.3.2. above.

8.15.1.3. The Company had not appointed procurement committees and technical evaluation committees in a way to ensure the fulfillment of the role and responsibilities of them as per para 7.8.4.3.3.

8.15.1.4. The Cabinet of Ministers has not taken action to appoint the Procurement Committee as per para 7.8.4.3.4 above. Further it was not confirmed that the members appointed to these committees were independent persons with the experience on technical field.

8.15.1.5. At the inspection of files it was not revealed that the two officers, who were engaged continuously for the purpose of selecting a suitable leasing company to sell and lease back of 06 A330-300 aircrafts as per para 7.8.4.3.5. above , have conducted meetings properly.

8.15.1.6.When proposals were called by the Company from Leasing Companies for sale and lease back of A 330-300 aircrafts as per para 7.8.4.3.6 above, e mail was used but media such as websites have not been used.

8.15.1.7. Sri Lankan Airlines had not taken action to follow provisions mentioned in para 7.8.4.3.7 above.

8.15.1.8.Action had not been taken to prepare and follow a procurement plan as per para 7.8.4.3.8 above for the re-fleeting of aircrafts, which was one of the highly important task of the Company.

8.15.1.9. Even though the Company had spent 03 years and 03 months for the purchase, sale and lease back of 06 A330-300 aircrafts as per para 7.8.4.3.9 above, no comprehensive time table had been prepared for the purpose.

8.15.1.10. Even though the SEABURY Company had been selected and agreements were made with the Airbuses Manufacturing Company for the purchase of 06 A330-300 aircrafts, action had not been taken as per para 7.8.4.3.10 above for financing for aircrafts. Further the Board of Directors had granted approval only for the re-fleeting of aircrafts except financing on 23rd January 2012.

Further, due to such situation, the necessity of preparing a cost estimate had not been considered at any time by the Company for the purpose of obtaining aircrafts. In the meantime it had to obtain loan facilities from external parties and to bear expenses for Pre Delivery Payments (PDP) before receiving them due to not taking action on financing at a time where the Company was experiencing a net loss of Rs 26,088 million in year 2012/2013 in which time the decision for purchasing aircrafts was taken.

8.15.1.11. Even though the Sri Lankan Airlines Limited had got the task performed from SEABURY Consultative Company , it was not revealed that the requirements of the Company have not been identified specifically as per para 7.8.4.3.11 above.

8.15.1.12. It was observed that the documents mentioned in para 7.8.4.3.12 above have not been included in the Request for Proposals (RFP) sent by SEABURY Company.

8.15.1.13. It was not mentioned regarding the person, who submitted bids, as per para 7.8.4.3.13 and it had become impossible to get confirmations on bidders. The confidentiality of bids had not been ensured.

Further it was observed that it was not possible to keep the confidentiality of any bidder as action had not been taken by an independent e mail account.

8.15.1.14. Bids were not opened in the presence of bidders or their representatives as per para 7.8.4.3.14 above at one and the same occasion. Since this task had not been

performed with transparency as per para 8.15.1.16 it was observed that it had lost opportunity to obtain more advantageous bids.

8.15.1.15. When bids were called by e mail for sale and lease back of 06 A 330-300 aircrafts as per para 7.8.4.3.15 above, it had been informed on 20th July 2013 to send bids before 23rd August 2013 but it seems that no proposal had been received by that date as per the given details. No evidence was submitted to the audit that the closing date of bidding had been extended and 12 bids, out of those submitted, had been submitted during the period from 29th August 2013 up to 30th September 2013. Further 06 companies have submitted revised bids and they had been submitted during the period from 24th September 2013 up to 31st October 2013.

Since no provision had been made in procurement guidelines to obtain revised bids as per para 7.8.4.2.2 it was observed that action had been taken in contravention to procurement guidelines.

Since the company selected for obtaining 5 A330-300 aircrafts on lease is the HKAC (Hong Kong Aviation Capital), which made 3 revised proposals, it was observed that the selection was made without transparency. No reasonable ground was mentioned for allowing only several institutions to submit revised proposals and it was observed that it had caused an injustice to other bidders.

8.15.1.16.No period of validation had been mentioned in such proposals in relation to procurements as per para 7.8.4.3.16 above.

Even though it is required to be bound by a Term Sheet by 6 weeks from the date of submission of Request for Proposals (RFP), it was observed that a delay had occurred from 30 weeks up to 98 weeks for making such Term Sheets by the Company with the leasing companies of HKAC and ALC for 6 aircrafts.

Number of the flight	Name of the leasing company	Date of entering in to contract	Date of the proposal	Weeks delayed
1564	ALC	31st March 2014	02.09.2013	
1583	HKAC	28th July 2014/25th November 2014	Do	30
1604	HKAC	28th July 2014	Do	30
1650	HKAC	14th August 2015	Do	83
1669	HKAC	30th October 2015	Do	94
1689	HKAC	08th December 2015	Do	98

8.15.1.17. i) When the proposals received by the Airlines Limited from Leasing Companies as per para 7.8.4.3.17 above for purchase of 06 A330-300 aircrafts, it was observed that the proposal with minimum lease installment had not been selected due to consideration of value of the minimum lease installment and the capacity for financing for Pre Delivery Payments (PDP).

ii) Particulars arranged enabling the evaluation of proposals received by Sri Lankan Airlines Limited are given in annex 46. In terms of the Cabinet Memorandum dated 20th November 2013, it had removed certain companies with pre-delivery Payment capacity out of 14 companies and only the proposals made by Aircastle, GE capital Aviation Services, HKAC and Avolon Aerospace Dubai Limited were evaluated and finally HKAC Company had been selected. Therefore it was revealed that the Company had not paid attention to the proposals received from other Companies. Further it was observed that 02 companies put of the 04 companies mentioned above have stated that they don't have capacity for pre delivery payment.

iii) It is observed that the selection of HKAC Leasing company, which expressed its consent to finance 75 per cent of the total amount, is a questionable issue in such a situation where 03 companies have offered themselves for finance of 100%, which was the criteria for evaluation of RFP as per para 7.8.4.2.14 above.

8.15.1.19. It was observed that the Board of Directors had not fulfill their responsibilities by way of allowing to sale and lease back of 6 aircrafts based on the recommendations received from two officers without appointing any committee for the purpose.

8.15.1.20. The two officers, who are mentioned in para 8.15.1.6, had made recommendations to the Board of Directors to purchase 5 aircrafts from HKAC and 1 aircraft from ALC company after obtaining and evaluating proposals for lease. However information were not revealed at the audit that adequate scientific analysis had been made to provide such recommendation based on pre-determined criteria.

8.15.1.21. In terms of the para 7.8.4.2.15 above, since the company had selected HKAC Company for leasing 5 aircrafts, submission of proposals for 3 aircrafts first and obtaining 05 aircrafts from HKAC Leasing Company based on the proposal made to provide 03 aircrafts is a matter of contentious.

Further it was not cleared regarding the person who took the decision for increasing the number of aircrafts up to 5, which was in the proposal for sale and lease back as 03 aircrafts.

8.15.1.22. Sri Lankan Airlines Limited had lost its opportunity to select a leasing company through competition by way of agreeing to obtain 03 A350-900 aircrafts from ILFC leasing company as per para 7.8.4.2.9 above subject to such condition.

8.15.1.23. No provision in Procurement Guideline in year 2006 had been followed by Sri Lankan Airlines Limited as per para 7.8.4.2.11 above in the selection of leasing company. The monthly installment of Air Leasing Corporation also was US$ 1,115,839 and it was observed that installment was higher than the leasing installment submitted by HKAC, which obtained other 5 aircrafts by US$ 104,995.

8.16. **Observation on the performance after purchasing of 6 A330-300 aircrafts.**

The annual installment of the lease for 06 aircrafts is US$ 74,725, 068 and it was observed as per para 7.8.4.4 that the Company is running with losses as a result of the operating of these aircrafts.

8.17. **Observation on the purchase of VIP kit for A330-300 aircrafts.**

Following observations are made as per para 7.9.1, 7.9.2, 7.9.3, 7.9.4 and 7.9.5.

8.17.1. The way that the proposal for VIP kit was submitted

No mention had been made regarding the VIP kit in the Board Paper dated 28th February 2013 relevant to re-fleeting programme and no facts are included in the decision of the Board of Directors in this regard. However the reasons for the selection of Airbuses company had been mentioned in para 2.7 of the Cabinet Memorandum dated 27th March 2013, which was prepared seeking approval of the Cabinet of Ministers for the re-fleeting programme based on the above. It had mentioned that a VIP kit to the value of US$ 15 million would be provided for the use of the Head of the State in his official tours. However no information is included in the decision of the Board of Directors on the additional cost to be born in this regard and the agreements to be entered in to.

The background for the inclusion of a requirement of a VIP kit in the relevant Cabinet Paper, where such requirement is not included in the Decision of the Board of Directors, was not revealed at the audit.

8.17.2. Non making of a cost benefit analysis

No cost benefit analysis had been made by Sri Lankan Airlines Limited at the time of entering in to agreements as to whether any huge cost had to be born for the equipment in VIP kit and for other activities as per the matters mentioned in para 7.9.1 and 7.9.2.

8.18. **Observation on sub leasing of one A330-300 aircraft to Pakistan International Airlines Limited.**

Following observations are made in terms of para 7.10 above;

8.18.1. Even though it was observed at the time of comparing bidding prices as per para 7.10.3.2 above, that Sri Lankan Airlines Limited had agreed to provide the aircraft to Pakistan International Airlines at a lower price than the above prices, any written evidence or minutes of the discussions was revealed regarding the changes made to prices.

8.18.1.2. Even though letters of demand had been sent on 21st October 2017 and 18th January 2018 to recover US$ 193,140, which was to be received from Pakistan International Airlines Limited (Annex 44) , that amount was not received by the date of this report.

8.18.3. The Board of Directors had only been informed regarding the submission of said proposals on a later date i.e. 29th June 2016 after submission for relevant bidding document (With technical and financial proposals) on 20th June 2016 to Pakistan International Airlines Limited by the Chief Executive Officer of the Company . Approval of the Board of Directors had not been obtained in this regard before the submission of the bidding document.

8.18.4. Even though the quotations had been made in the bidding document submitted above in the rate of US$ 8,600 per hour for minimum fixed hours of 350, the Chief Executive Officer had informed the Board of Directors that quotations had been made in the rate of US$ 8,500 per hour for minimum fixed hours of 400.

8.18.5. Even though it had informed that the approval for the lease of A330-300 Aircraft to Pakistan International Airlines Limited on wet lease had been obtained from Civil Aviation Authority and Ministry of Public Enterprises Development, it was not revealed in the audit that such approval had been obtained as stated.

8.18.6. As per the five years plan of Sri Lankan Airlines for the period from year 2011/2012 to 2014/2015, the fleet of the Company had been planned for the tasks such as increasing the number of flights, undertaking flights to long distant destinations by way of increasing the fleet of aircrafts up to 22 including 14 wide body aircrafts and 08 narrow body aircrafts. However it was observed that there was a contradiction among matters in the facts submitted in the business plan as a result of making effort to provide aircrafts, which were purchased, sold and then leased back in years 2014/2015, deviating from the plan mentioned as per 7.10.6 and 7.10.7 above and further even though aircrafts were purchased the company didn't have a specific plan for utilizing them for flights and further the Company was maintaining additional number of aircrafts.

8.19. Clearance had not been obtained for any agreement made by the Airlines Limited in obtaining consultancy services and purchasing aircrafts on lease had referring them to the Attorney General.

i) The agreement entered into with VIA capital on 03rd December 2010 for validation the plan prepared by the Company for years 2010/11-2014/15.
ii) Agreement entered into with SEABURY Consultative Company on 06th September 2012 to obtain consultancy services for re-fleeting of aircrafts.
iii) Agreement entered into with SEABURY Consultative Company on 26th June 2013 for financing for the purchase, sale and lease back of A 330-300 aircrafts.
iv) Agreements entered into with Airbuses Company for the purchase of 6 A330-300 aircrafts.
v) Agreements entered into with Airbuses Company for the purchase of 4 A350-900 aircrafts.
vi) Agreement entered into with HKAC institution (Hong Kong Aviation Capital) for the purchase of 5 A330-300 aircrafts on lease.
vii) Agreements entered into with Air Cap Company for the purchase of 4 A350-900 aircrafts on lease.
viii) Agreement dated 19th June 2013 which was entered into obtain VIP kits for A330-300 aircrafts and revisions for its on dated 02nd December 2013 and 31st March 2014 and outfitting Agreements dated 02nd December 2013.

9. Weaknesses in systems and control

It was observed that special attention shall be paid to below mentioned weaknesses in systems and control.

9.1. Planning

- Even though various plans had been prepared since year 2010 no formal committee had been appointed for the purpose.
- Procurement guidelines have not been followed for the selection consultative Companies to validate the plans, which were prepared by the Company.
- Formal control systems have not been introduced for the implementation of plans and further no follow up action had been taken.

9.2. Asset management

- No proper cost benefit analysis had been made in expansion of the fleet of aircrafts.
- No proper analysis had been made in the selection of the method for acquiring aircrafts.
- Procurement guidelines of the Government have not been followed in acquiring aircrafts.

10. **Recommendations**

10.1. In terms of the Section 4 of Civil Aviation Act No 14 of 2010, Minister of Civil Aviation shall make his recommendations to the Cabinet of Ministers for the preparation of a National Civil Aviation Policy relevant to Sri Lanka, and reviewing and analyzing the same on timely requirements. A flight policy, which suit to the economic and social policy of Sri Lanka, shall be identified and the necessity of the fleet of aircraft shall be determined accordingly. (Reference- Audit observations in 8.1)

10.2. Sponsorship of the Government shall be ensured for the maintenance and repairing of aircrafts as per the drafted policy and it is necessary to enter in to agreements with Ceylon Petroleum Corporation after conducting discussions for obtaining fuel for aircrafts at a minimum price or to find optional measure to minimize the expenditure for fuel. (Reference- Audit observations in 8.1)

10.3. It is necessary to expand and develop air flight operations, maintenance and repairs of aircrafts, supply of foods and training of aviation by way of obtaining foreign investments up to 90% establishing State-Private partnerships as per the drafted policy. (Reference- Audit observations in 8.1)

10.4. Future strategic plans of Sri Lanka Air Lines Limited shall be prepared after a proper and rational analysis. (Reference- Audit observations in 8.2.3)

10.5. In the procurement of goods and services, action shall be taken as per the procurement guidelines dated 25th January 2006 and the procurement hand book dated 01st March 2016, which was issued by Procurement Agency and action shall be taken in obtaining consultative services as per provision in Consultation Guidelines and Consultation Handbook issued by the same institution in August 2007. Otherwise the Company shall take action to prepare them ensuring the transparency of procurement and to follow the procurement provisions approved by the General Treasury. (Reference- Audit observations in 8.3.4, 8.3.5, 8.3.6 and 8.9)

10.6. Relevant approvals shall be obtained from the Cabinet of Ministers referring important matters, which require such approval, to the Cabinet (Plans for restructuring company, procurements of huge values, which are to be made by a procurement committee appointed by the Cabinet of Ministers.) (Reference- Audit observations in 8.3, 8.9, and 8.15)

10.7. The matters such as the amount and the types of the fleet of aircrafts required by the Company, introduction of new air routes, termination of flights in existing air routes, increasing/ decreasing the number of flights shall be determined after an analysis made on proper social and economic facts. (Reference- Audit observations in 8.6, 8.7, and 8.8)

10.8. When restructuring activities of Company are carried out, the Management (Including Board of Directors) shall make performance evaluation, supervision and follow up action to ensure that all proposed tasks are performed after preparing an action plan for the purpose. (Reference- Audit observations in 8.5)

10.9. A specific control framework shall be introduced by General Treasury on Public Liability Companies. (Reference- Audit observations from 8.1 up to 8.19)

10.10. Clearance shall be obtained from Attorney General for all important international and local agreements entered in to by the Company. (Reference- Audit observation in 8.19)

11. **Conclusions**

11.1. It is hereby concluded that Sri Lankan Airlines Limited had not taken action adhering to the following requirements included in the main objectives of the procurement procedure in obtaining consultative services, selecting companies for purchasing and leasing aircrafts in the re-fleeting process of aircrafts.

- ❖ To gain maximum economic benefits as a result of bearing minimum cost with higher quality and to make qualitative procurement at the right time.
- ❖ To take action adhering to prescribed standards, specifications, rules and regulations and international obligations.
- ❖ To ensure fair, equal and maximum opportunities to the interested and qualified parties for participating in the procurement process.
- ❖ To ensure the transparency and preciseness of the process for evaluation and selection.

11.2. It is hereby concluded that the decision, which had been taken by the Management of the Company to add 14 modern aircrafts to the fleet within 08 years without obtaining approval of the Cabinet of Ministers and without making a proper cost benefit analysis, is a decision taken beyond the powers of the Management and therefore the officers are responsible for the failure resulted in that decision.

11.3. It is hereby concluded that the Management, which held office during the period relevant to this whole process, shall be responsible for the total loss including the loss of Rs. 17,058.1 million paid in the process of revocation of lease agreements for obtaining 04 A 350-900 aircrafts on lease, which can be clearly identified, and for the compensation, which would have to be paid at the termination of agreements on 04 A350-900 aircrafts to be delivered in year 2020/2021.

11.4. It hereby concluded that the Management of the Company shall be responsible for the unavailability of funds for development activities including the re-fleeting of aircrafts as planned, due to payment of US$ 355.5 million out of US$ 375 million,

which was provided for re-fleeting process, to Ceylon Petroleum Corporation by the Management for setting current liabilities.

11.5. Since this report was prepared within the limits such as powers, resources and time available with the Auditor General, no examination was made by me exceeding such limits as to whether any illegal or criminal activity, which cannot be determined by Auditor General, had been committed. It is hereby further concluded that it is advisable to obtain the assistance of expert institutions, if such examination is to be carried out.

Sgd./ H.M. GAMINI WIJESINGHE
Auditor General

H.M.Gamini Wijesingha

Auditor General

As directed by COPE, Plc prepare the two reports

FIRST SESSION OF THE EIGHTH PARLIAMENT

Minutes of the 111th Meeting of the Committee on Public Enterprises (COPE) held in the Committee Room No. 05 of the Parliament of Sri Lanka

Wednesday, September 20th 2017 at 2.30 p.m.

Sri Lankan Airlines Ltd.

PRESENT

Hon. Sunil Handunnetti (Chairman)
Hon. Lakshman Senewiratne
Hon. (Dr) Harsha De Silva
Hon. Ajith P. Perera
Hon. Anura Dissanayaka
Hon. Chandrasiri Gajadeera
Hon. Mahindananda Aluthgamage
Hon. Bimal Rathnayake
Hon. (Dr) Nalinda Jayathissa
Hon. Harshana Rajakaruna

Ms. Nishanthi S. Wickramaratne, (Secretary to the Committee)

In Attendance

Mr. W.P.C Wickramaratne, Aditional Auditor General, Auditor General's Department
Ms. T.G.I. Padmini, Assistant Auditor General, - do -
Ms. A.D. Dilrukshi, Superintendent of Audit, - do -

Mr. R.A.L. Udaya Kumara, Assistant Director, Department of Public Enterprises
Ms. D. Gamage, Assistant Director, - do -

01. The Committee met pursuant to Adjournment.

02. The Hon. Sunil Handunnetti, Chairman took the Chair.

03. The Committee examined the following officials of the Ministry of **Public Enterprises Development** and the Officials of the **Sri Lankan Airlines Ltd.** with regard to the matters referred to the performance and the current affairs of the **Sri Lankan Airlines Ltd.**

Mr. Ravindra Hewawitharana, Secretary, **Ministry of Public Enterprises Development**
Mr. M.R.H. Swarnathilaka, Chief Financial Officer, - do -
Ms. M.M. Aliff, Director (Insurance, Aviation & Hospitality) - do -
Mr. D.G.H.D. Perera, Chief Internal Auditor, - do -

Mr. A.N. Dias, Chairman, **Sri Lankan Airlines Ltd.**
Mr. J.M.S. Brito, Director, - do -
Mr. R.C.D. De Silva, Director, - do -
Mr. R.S. Jayawardena, Director, - do -

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Mr. N.J.D.S. Deva Aditya, Director, - do -
Mr. H.K. Balapatabendi, Director, - do -
Capt. Suren Ratwatte, Chief Executive Officer, - do -
Mr. Lalith Withana, Group Chief Financial & Admin. Officer, - do -
Mr. Dinnaga Padmaperuma, Chief Technical Officer, - do -
Mr. Siva Ramachandran, Chief Commercial Officer, - do -
Ms. Dalrene Thirukumar, Head of Corporate Secretarial Services / Company Secretary - do -
Mr. Pradeep Kakulawala, Head of Human Resources, - do -
Mr. Yasantha Dissanayake, Head of Financial Management, - do -
Mr. Mayuka Ranasinghe, Head of Group Legal Affairs, - do -
Mr. Mahesh Nanayakkara, Sr. Mgr. Group Assurance & Advisor Sevc. - do -
Mr. Nalaka Sanjewa, Manager Finance, - do -
Mr. Chinthaka Kulathilake, Head of Human Resources Administration, - do -

04. The Committee deliberated.

05. **Failure to obtain the approval of the Cabinet of Ministers for the purchase of Aircrafts**

Following matters were revealed with regard to the purchase of 08 aircrafts as per the Cabinet Memorandum dated 27.03.2013.

- The approval of the Cabinet of Ministers had not been obtained for the same.
- It has been noted in the minutes of the relevant meeting of the Cabinet of Ministers as "adjourned".
- The then Minister of Finance has signed the relevant Cabinet memorandum
- This Institution has not been vested with the powers to take decisions with regard to the above transaction.

The Committee inquired whether the Cabinet of Ministers had discussed about this transaction after the adjournment of meeting of the Cabinet of Ministers held on 16.04.2013 at which the Cabinet memorandum of 27.03.2013 was discussed.

The CAO stated that the Secretary to the Cabinet had confirmed, on an inquiry made from him that neither a Cabinet paper nor a note had been presented regarding this transaction after 16.04.2013.

The Committee directed the CAO to submit a copy of the letter relevant to the above confirmation to the Committee.

06. **The Report given by the Seabury Institute**

The Committee inquired whether the report submitted to the Committee at this day's meeting was the same report that was submitted to the Committee at its meeting held on 06.09.2017.

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The AO stated the followings.

- The above report was the same report that was submitted to the Committee on 06.09.2017.
- As signature of Seabury Institute was not available in the above report submitted on 06.09.2017 and therefore, it was send back to the said institute for the signature.
- The report that has been submitted to the Committee on this day's meeting is the report that contains the signature of Seabury institute, as stated above.
- No amendments has been made to the contents of the report.

The Committee inquired whether a Technical Evaluation Committee was in operation in the institution to take the decision in respect of this transaction.

The AO stated that such Committee was not in operation at the institutional level and however a Working Committee was appointed to work with the Seabury Institute.

07. **Terminate the Agreement**

The Committee noted that, when a limit of US$.75-85 million had been determined by the Cabinet Committee on Economic Management (CCEM) on 21.09.2016 in order to cancel the agreement, efforts had been made to cancel the same with an amount exceeding the above limit and the Committee inquired as to how the aforesaid rate was increased up to US$98 million from the aforesaid lowest price limit.

The Following facts were revealed through the clarifications made by the AO regarding the above matter.

- It has been proposed by Aercap Company to terminate the agreement of 03 Aircrafts for a sum of US$115 million.
- The Aercap Company had not agreed to the price proposed by the Cabinet Committee on Economic Management.(CCEM)
- It was able to get the amount reduced up to US$ 98 million from the amount of US$115 million.
- It had to be agreed with the following conditions in lieu of the above reduced amount of US$ 98 million.
    - Payment of all the installments on the date agreed.
    - Extension of the lease of the air craft A330 -200 MSN 627 by ten years.
    - Implementation of the lease agreement of the aircraft A330-200 MSN 1008.
    - Acquiring 02 narrow bodied Air Crafts by Sri Lankan Air Lines which were belonged to Aercap Company and which had been leased out to Mihin Lanka.
- The Board of Directors had agreed to pay the relevant amount.
- The Board of Directors was entrusted to obtain the approval of the Cabinet of Ministers for the same.

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- Although it was unable to get the relevant amount reduced further, an opportunity was able to be carried into effect to pay the above amount in 2017.

The Committee inquired whether a Technical Evaluation Committee had been appointed to discuss with the Aercap Company to determine this amount and the following facts were unveiled in reply to it.

- A Technical Evaluation Committee was not appointed in this regard.
- The Chief Executive officer was vested with the relevant powers to take actions in this regard by the Board of Directors.
- That has been mentioned in the decisions of the Board of Directors.
- The Ministry was informed to participate only for the first meeting held in this regard, even when instructions had been given by CCEM.
- The Ministry was not informed thereafter to participate, at the discussions / meetings held in this regard.

The AO stated that the Board of Directors had approved the US$ 98 million for which it was agreed to terminate the agreement.

08. **Determination of prices to terminate the Agreement**

The following factors were unveiled during the interrogation regarding the manner of determination of prices for this matter.

- The approval of the Cabinet of Ministers had been obtained for the termination of the agreement.
- The approval has been obtained only for the prices being paid.
- Approval had not been obtained for method of payment.

09. **Not taking actions to obtain the participation of the relevant parties for the discussions**

The Committee paid its attention to matter of not taking actions to obtain the participation of the Secretary to the Ministry of Public Enterprises Development who was one of the relevant parties of this transaction, for the discussions held regarding the termination of the agreement, which is in question.

The CAO stated the followings in reply to the questions raised by the Committee in this regard.

- His participation was obtained only for the first meeting held in this regard.
- No any discussion was held regarding the prices at the above meeting.
- It was only informed the institution to submit the conditions and proposals recommended by them to the Ministry, to terminate the relevant agreement.
- The Secretary was not officially informed to participate at any other meeting thereafter.

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10. The Agreement to terminate the Aircraft Transaction

The Committee inquired whether legal clearances were obtained from the Attorney General for the termination of the aircraft agreement.

The AO stated that the expertise of an institution called "Aviation Legal Experts" in UK was obtained for this matter and the termination of the agreement was prepared after having obtained the guidance from the said institute.

It was also revealed that the opinion of the Attorney General had not been obtained for this matter by the institution and his opinion was to be obtained only as per the instructions of the Cabinet of Ministers.

The CAO stated that the opinion of the Attorney General was requested by the Ministry and the followings had been informed in response to the same.

- It would not be necessary to obtain the opinion of the Attorney General at this juncture of the matter, as his opinion had not been obtained at the time of taking the decision to purchase these aircrafts.
- It would be appropriate to take this decision by the Board of Directors after having considered it as a decision taken in connection to a business.
- The intervention of the government would not be required for this matter.

11. Placing the signature to terminate the agreement

The Committee inquired about the institutions, with which, it was signed to terminate the agreement and following factors were unveiled in response it.

- All the agreements pertaining to the aircrafts has been signed with a Company called "International Lease finance Corporation"
- The above Company had been purchased by another company called "Aercap" afterwards.
- Discussions were held with regard to termination of the agreement with the Company "Aercap" which was named as the Mother Company.
- It was with the "International Lease Finance Corporation" that the institution has signed to terminate the agreement.

12. The Persons who were participated at the discussions to terminate the agreement

The Committee inquired about the persons who had participated at the discussions to cancel the agreement and inquired about the participation of Dr. Rajan Sara, who had been a consultant to the, then Minister of Finance, at the said meeting.

The Committee was of the view that it is questionable matter as to how only the officials from the institution and the Ministry of Finance were participated and the participation of the officers from

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the Ministry of Public Enterprises Development were not participated at the discussions held in this regard.

The Committee directed the Director, Department of Public Enterprises to report to the Committee, whether Dr. Rajan Sara was a former consultant to the Ministry of Finance or to the then Minister of Finance.

The Committee also directed the AO to submit the minutes of the meetings held in this regard to the Committee.

13. **Summoning the former Board of Directors**

The Committee resolved to summon the former members of the Board of Directors before the Committee on a future date to obtain clarifications and information regarding this transaction.

The Committee directed the Auditor General to submit a report to the Committee, after having scrutinized all the documents which have been submitted by the institution regarding this matter, also including the answers for the followings.

- The shortcomings that had been made at the time of purchasing these aircrafts.
- Misappropriations that had been made during this transaction.

14. **The Responsibility of the Officers of the Ministry**

The Committee inquired about the appointment of a Committee comprising of 04 Ministers by the Cabinet of Ministers.

The Committee paid its attention to the steps that have been taken by the officers in this regard before holding the discussions and taking decisions by the Ministers.

Followings are the steps that have been taken by the Secretary to the Ministry at the Ministerial level in this regard.

- A Committee has been appointed to investigate and report the difficulties that the institute is being faced in this regard.
- A report has been prepared.
- The above report has been forwarded to the Ministry of Finance.
- The instructions of the Attorney General has been sought for this matter.

The Committee directed the CAO to submit the written evidences to the Committee regarding the appointment of a Committee comprising of 04 Ministers.

15. **Other 04 Aircrafts**

The Committee paid its attention to the 04 aircrafts that are to be purchased and was of the view that ceasing the production of these aircrafts could minimize the loss that would have to bear by the institute.

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The AO stated that although it has been requested to cease the production of these aircrafts by the institution, no response has been received so far.

The Chairman of the Committee on Public Enterprises was authorized by the Members of the Committee to make a statement in the parliament in this regard.

The Committee directed the CAO to intervene this matter personally and to take necessary steps to settle it.

The Committee also directed the CAO to obtain the assistance of Attorney General on this matter.

16. **Detailed Reports**

The Committee was of the view that it would be appropriate to obtain 2 detailed reports from the Auditor General regarding the purchase of aircrafts and the termination of the agreement and to prepare a report, based on the said reports, in order to present the same before Parliament.

Accordingly, the Committee directed the Auditor General to submit 02 detailed reports to the Committee with relevant information.

The Committee also directed the Secretary to the Committee to take necessary steps to prepare a report based on the above 02 reports and to present the same, before Parliament.

17. The Committee was at 5.20 p.m., adjourned until 2.30 p.m. on 21st September 2017

N. S. Wickramasinghe
Secretary to the Committee

COPE Office,
Parliament of Sri Lanka,
Sri Jayewardenepura, Kotte.
20.09.2017

*Please note that all the replies requested by the Committee should be submitted in all 03 Languages (Sinhala 20 copies, English 15 copies and Tamil 07 copies)

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SriLankan Airlines

SriLankan Airlines

BUSINESS PLAN REVIEW



Strategic Business Plan

Prepared by

Inter*VISTAS* Consulting Inc. and

VIA Capital Partners

27 MAY 2011

InterVISTAS

VIA CAPITAL PARTNERS

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Introduction

The objective of this Strategic Business Plan is to identify, evaluate and present the most suitable options to strategically position Sri Lankan Airlines and its business units in order to fully exploit and benefit from the growth opportunities open to the National Carrier in the post-conflict period in Sri Lanka, and to become an integral partner of the Tourism and Hospitality Industry/Airport Development/Export and Import Industry and Foreign Employment sectors which are central to the overall economic development drive of the Government.

In this context, the Strategic Business Plan sees the role of Sri Lankan Airlines as a Network Carrier focused on Sri Lanka, which serves the needs of the destination while at the same time creating opportunities to grow by maximizing connectivity through the Bandaranaike International Airport as a regional aviation hub.

InterVISTAS Consulting Inc. and VIA Capital Partners have completed this business plan in true collaborative fashion, working closely with Sir Lankan Airlines' management and staff. The result of this effort has culminated in a realistic plan that combines the years of operating experience offered by the airline with the vast global expertise brought by the combined members of the consulting team.

Description of the Current Business

Sri Lankan Airlines is organized around the air carrier, with five Strategic Business Units (SBUs) supporting airline operations. The former catering SBU has been completely separated from the airline. While it is currently a wholly owned subsidiary, an initial public offering for 25 percent of the business is anticipated for later in 2011. If the IPO is delayed, 100 percent of the business unit's contribution to profit will flow to the group.

The airline operates a combined point-to-point and hub operation at Colombo's Bandaranaike International Airport (BIA), carrying passengers and cargo to regional, Asian, European and Middle Eastern destinations with a fleet of Airbus A320s, A330s and A340s.

The Sri Lankan Engineering SBU provides maintenance and engineering services to the Sri Lanka fleet as well as to third-party customers. A majority of its revenue is derived from a "per flying hour" charge to the airline, based upon an internal transfer rate that is agreed to annually.

Airport Services is the airline SBU that provides ground handling services at BIA for Sri Lankan airlines and all other carriers operating into the airport. A fee of four point five percent of revenue is paid to Airport and Aviation Services (Sri Lanka) Ltd (AASL), the operator of BIA, in consideration for its monopoly position.

Figure 1-1 below presents the financial results of the company, by operating category, based on the nine months ended December 2010 period. The SLA column shows the "above the line" operating revenues and expenses as reported on the SLA profit and loss statement. The following five columns show the results reported by the individual SBUs on their financial statements. Column seven groups the SBUs and the final column consolidates the revenue and expenses for all operations of the company.

As clearly illustrated, the SBUs contribute greatly to the overall financial results of the company - led by the Airport Services business unit. The negative 11.8 percent operating margin for the airline operation is improved to negative 4.4 percent when viewed from a consolidated Group operating perspective.

Figure 1-1. Current Financial Results

	SLA	Engineering	Airport Services	Holidays	Duty Free	Aviation Academy	All SBUs	Consolidated
Revenue (All Sources)	442,047,800	30,069,688	27,867,404	188,085	4,106,071	88,911	62,320,159	504,367,959
Total Operating Expenses *	494,259,865	23,486,623	5,996,343	132,888	2,437,525	24,985	32,078,365	526,338,230
Operating Result **	(52,212,065)	6,583,065	21,871,061	55,197	1,668,546	63,926	30,241,794	(21,970,271)
SBU Result (from P&L)		(309,425)	21,871,061	55,197	1,668,546	63,926		
Margin	-11.8%	21.9%	78.5%	29.3%	40.6%	71.9%	48.5%	-4.4%

** SL Engineering operating expenses are decreased from that reported to correct double counting of outsourced component repair expenses.*
*** Excludes finance charges and other income.*

The airline is organized into "cost centers" as outlined **Figure 1-2.** At the end of January 2011, total staff numbered 4,953, down from the 5,293 figure cited in the March 2010 version of the SLA business plan. A more detailed staffing summary can be found in **Appendix A.** not provided.

Figure 1-2. Current Staff Levels, by Cost Center

Cost Center Category	Staff Count at January 2011
Aircraft Standing Charges	NA
Aircraft Lease	NA
Aircraft Maintenance and Overhaul	732
Aviation Fuel and Oil	NA
Flight Operations	377
Passenger Services	863
Stations and Traffic	1,712
Marketing	429
Advertising and Promotions	18
Administration (including Duty Free)	822
Total	4,953

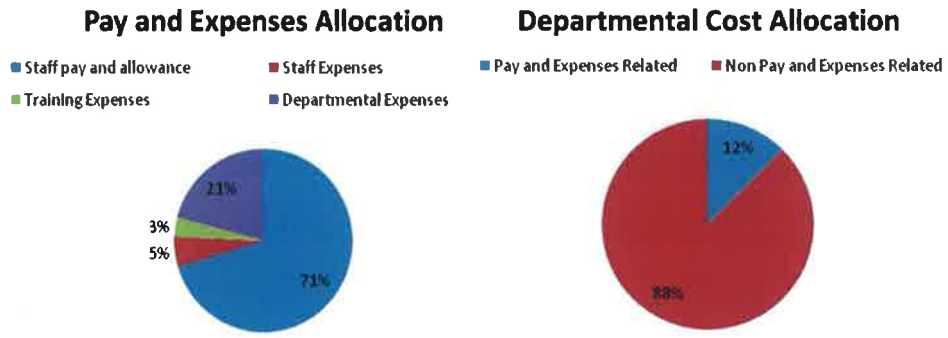
Taking a closer look at employee and related costs, **Figure 1-3** below illustrates that SLA workforce costs are low on a global scale, with an average employee salary just under $US 12,000. When training, expenses and departmental expenses are included, the average departmental cost per employee increases to $US 16,597.

Figure 1-3. Consolidated Pay and Related Expenses Summary

		11 Mos Ending Jan 2011 ($US)	Per Person Annualized
CONSOLIDATED	**Staff**		
Consolidated. - Staff pay and allowances	**4,956**	48,272,259	11,688
Consolidated - Staff expenses		3,658,030	886
Consolidated - Training expenses		2,252,590	545
Consolidated - Departmental expenses		14,364,143	3,478
Consolidated - Total		**68,547,021**	**16,597**

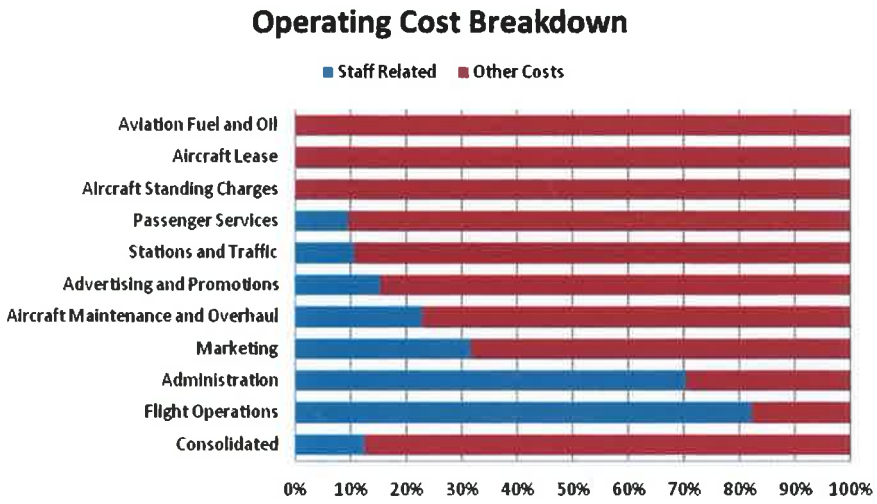
While pay and allowances comprise 71 percent of departmental costs, total departmental costs only comprise twelve percent of total operating expenses of each accounting department.

Figure 1-4. Consolidated Pay and Related Expense Distribution



This situation fluctuates by department. For example, pilot salaries comprise the majority of total flight operations department expenses (over 80 percent) and staff costs are also driving administration expenses (approximately 70 percent). Other departments, such as advertising and passenger services, are more non-salary driven.

Figure 1-5. Comparison of Pay and Related Expense, by Cost Center



A more complete breakdown of staff and expenses, by operating department, can also be found in **Appendix A.**

Overview of Proposed Changes

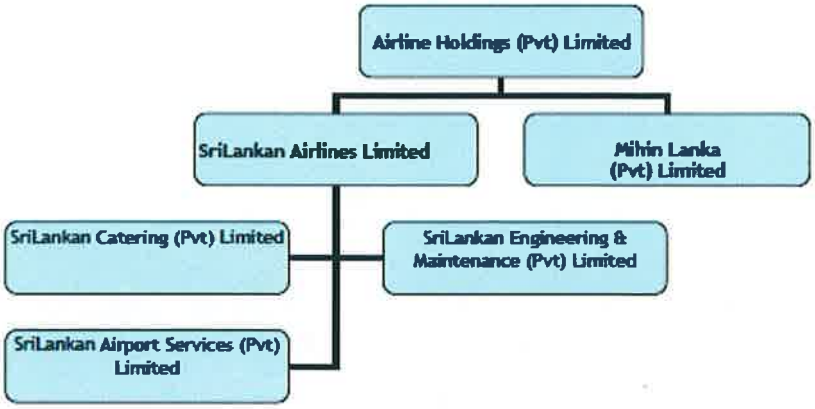
Group Level

With the pending initial public offering of a minority share in SriLankan Catering (Pvt) Ltd, the Group is also evaluating the merits of a similar offering for the Airport Services and Engineering strategic business units. Internally, transfer pricing options are being explored, more granular billing mechanisms are being implemented and service agreement options are being evaluated. These and related steps are critical to ensure that a more formal separation would not only increase opportunity for third party revenue generation, but would also minimize the impact on SLA operations.

Looking forward, a heightened level of coordination with Mihin Lanka will be pursued, optimizing service and offerings that will maximize benefits to the group.

As the organizational planning process proceeds, SLA envisions the ultimate group structure to reflect the relationships illustrated in the following graphic.

Figure 1-6. Proposed Group Structure



As spin-off planning progresses, strategic partnership options for the former SBUs will also be evaluated. In the airline support services industry, bringing world-class partners into such ventures offers significant upside in areas such as technology, market reach and management expertise that is difficult for a stand-alone operation. Scale, expertise and related benefits offered by a strategic partner could increase third party revenue generation.

Airline Level

With this business plan, SLA and the InterVISTAS / VIA consulting team have taken a bottom-up approach to designing an optimal flight network and operational strategy. Current routes and frequencies have been scrutinized and a range of new service patterns were evaluated.

Multiple scenarios were designed and reviewed with SLA management. Each was measured in terms of financial performance and long-term viability. The best aspects of each scenario are included in this business plan.

All operating functions of the airline were also evaluated. Improvement recommendations were documented and reviewed with department heads and management.

As such, the plan presented here offers the combined knowledge of SLA management and the InterVISTAS / VIA consulting team. However, this plan will require continual updates to take advantage of evolving opportunities and leverage Sri Lanka's emergence as a global tourist and business destination.

Proposed New Network and Fleet Plan

As of March 2011, SLA operates a fleet of five A320s, five A330s and five A340s. In addition, in the coming twelve months, SLA plans to add three new A320s and retire two A320s. Finally, SLA received another A340 in April 2011.

In the proposed new structure, SLA will focus on eliminating all A340s to help ease operating inefficiencies, substituting A330s for long haul routes. **Figure 1-7** outlines the proposed fleet composition over the forecast period.

Figure 1-7. Fleet Development Plan

AC Type	Seats	FY2012	FY2013	FY2014	FY2015	FY2016
320	150	6	9	9	9	9
332	287	6	8	10	13	13
343	314	6	5	3	2	1
		17	22	23	23	23

The fleet plan was developed in line with the proposed network. To accommodate the markets and frequencies for the new network at reasonable aircraft utilization levels, a new A320 is added in FY2013, and additional A330s are added as A340 aircraft are retired. **Figure 1-8** outlines the fleet operating statistics for the forecast period. While SLA's original business plan aims to operate its fleet at a daily average of 15.0 hours per aircraft, the new plan assumes a more conservative average of 12.8 hours.

Figure 1-8. Aircraft Operating Statistics

Block Hours by Aircraft Type

	FY2012	FY2013	FY2014	FY2015	FY2016
320	22,677	35,391	35,740	36,286	38,878
332	29,261	38,809	53,221	62,553	68,125
343	29,629	24,734	14,389	7,143	2,590
	81,567	98,934	103,350	105,983	109,593

Average Utilization

	FY2012	FY2013	FY2014	FY2015	FY2016
320	10.8	11.4	10.9	11.0	11.8
332	14.3	13.7	14.3	13.7	14.3
343	13.5	12.9	12.1	13.6	14.2
	12.9	12.6	12.6	12.7	13.3

ATK by Aircraft Type

	FY2012	FY2013	FY2014	FY2015	FY2016
320	236,455,883	395,899,079	399,489,366	405,245,130	434,944,089
332	807,967,280	1,091,350,985	1,552,586,802	1,866,583,715	2,051,262,199
343	1,022,549,024	881,844,737	527,312,858	265,463,424	96,647,409
	2,066,972,187	2,369,094,801	2,479,389,026	2,537,292,269	2,582,853,697

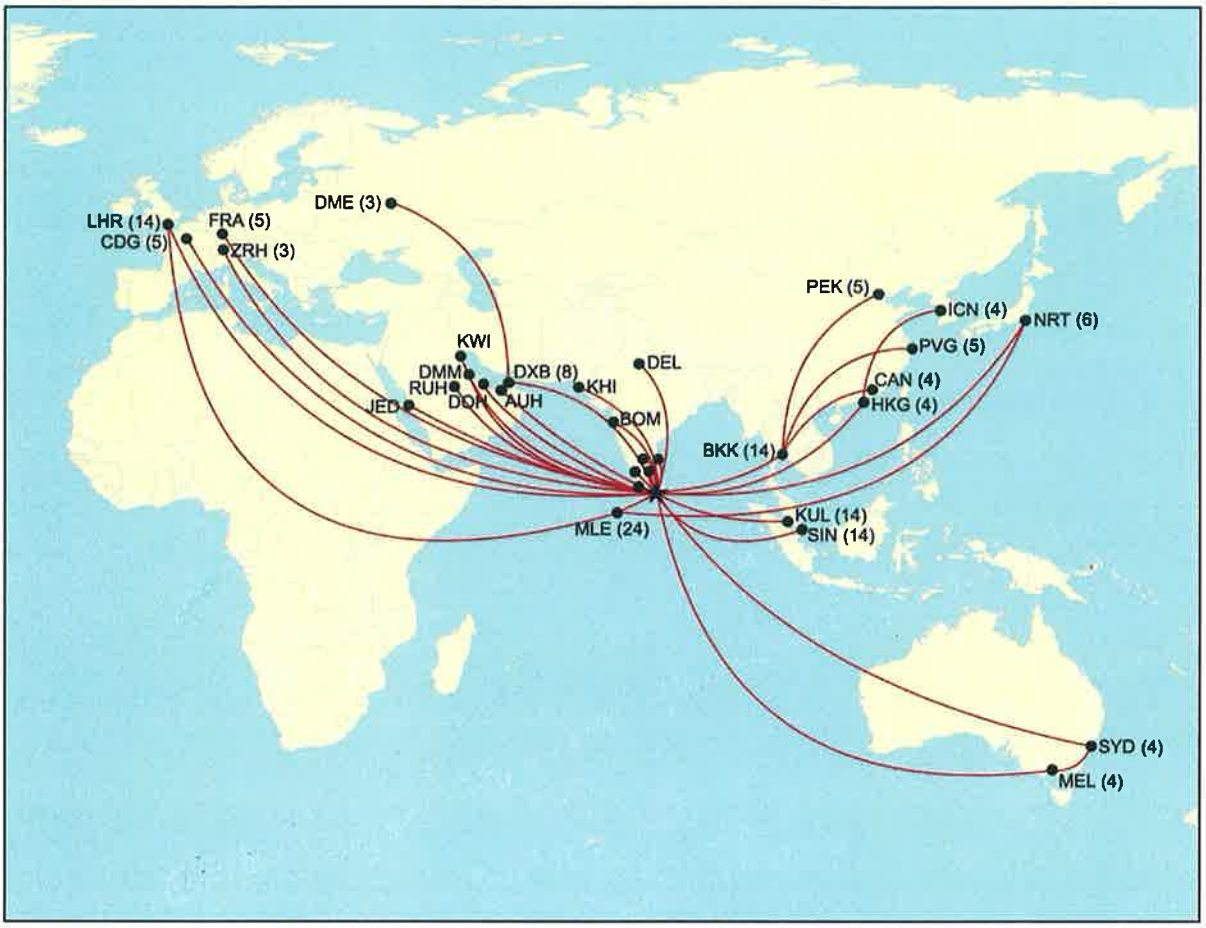
Figure 1-9 outlines the proposed new route network and annual flight levels. In markets where the deployed aircraft type changes within the forecast period, the initial type is noted in the first "AC" column and the replacement type is noted in the second "AC" column. The route map shown in **Figure 1-10** represents the FY2015 network and its weekly frequency levels.

Figure 1-9. Airline Route and Frequency Plan

Route	AC	AC	FY2012	FY2013	FY2014	FY2015	FY2016
CMB-AUH	320	320	261	261	261	261	261
CMB-BLR	320	320	366	469	469	469	471
CMB-BOM	320	320	366	521	521	521	732
CMB-CDG	343	332	209	261	261	261	261
CMB-COK	320	320	366	365	365	365	366
CMB-DEL	320	320	366	521	521	521	732
CMB-DOH	320	320	209	209	209	209	209
CMB-FRA	343	332	261	261	261	261	261
CMB-JED	343	332	105	183	209	209	209
CMB-KHI	320	320	209	235	261	313	314
CMB-LHR	343	332	366	365	365	365	366
CMB-MAA	320	320	732	730	730	730	732
CMB-MLE	320	320	627	678	730	782	784
CMB-NRT	343	332	105	156	156	209	209
CMB-RUH	343	332	105	156	156	156	157
CMB-TRV	320	320	366	365	365	365	366
CMB-TRZ	320	320	366	365	365	365	366
CMB-DMM	343	332	157	156	209	209	209
CMB-DXB	320	320	261	261	261	261	261
CMB-KWI	343	332	209	209	261	365	366
CMB-MAA	332	332	366	365	365	365	366
CMB-MLE	332	332	575	574	521	469	471
CMB-SIN	320	320	-	730	730	730	732
CMB-KUL	320	320	-	730	730	730	732
CMB-ZRH	343	332	-	156	156	156	157
CMB-BKK-CAN	332	332	157	209	209	209	209
CMB-HKG-ICN	332	332	157	209	209	209	209
CMB-BKK-PEK	332	332	183	209	261	261	261
CMB-BKK-PVG	332	332	209	261	261	261	314
CMB-DXB-DME	320	320	131	130	130	130	131
CMB-NRT-MLE-CMB	332	332	105	104	104	104	105
CMB-SYD-MEL-CMB	332	332	105	156	209	209	209
CMB-KUL-SIN-CMB	343	343	732	-	-	-	-
CMB-LHR-MLE-CMB	332	332	340	339	365	365	366
Total Flights			**9,072**	**10,898**	**11,185**	**11,393**	**11,895**

Total frequencies increase from 9,072 in FY 2012 to 11,895 in year five, growing by over 31 percent.

Figure 1-10. Airline Route Network Map



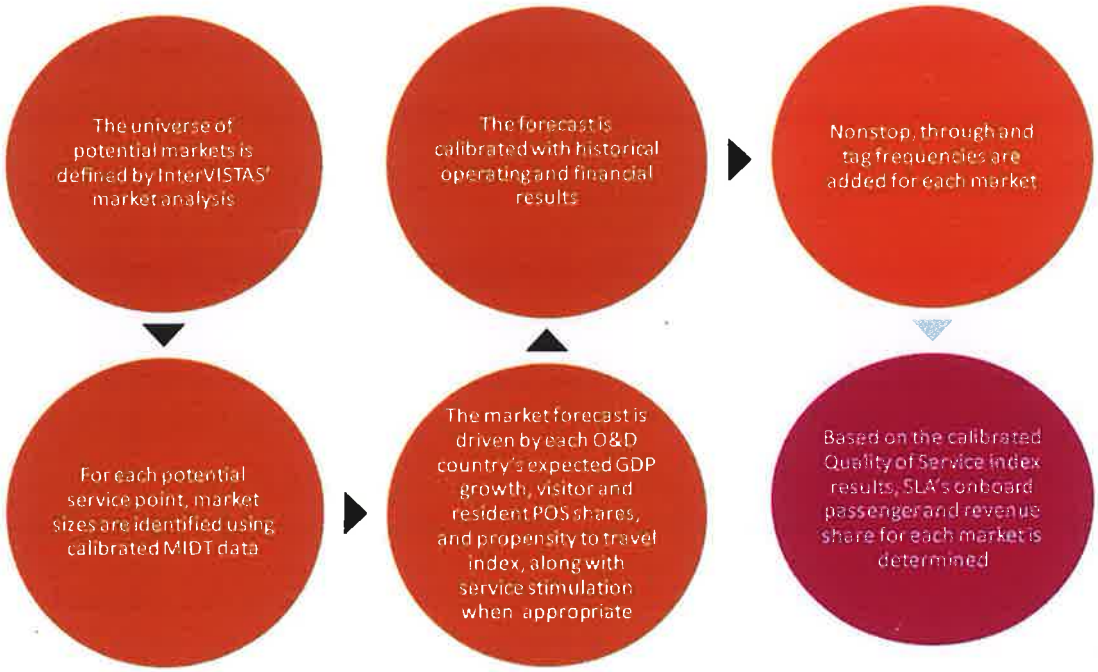
The new network focuses on point-to-point service while still facilitating connectivity for regional markets. Frequencies to markets with strong tourism potential such as European and East Asian markets will increase by 18 percent and 68 percent respectively. SLA will continue to increase frequencies to regional markets in South Asia and the Middle East, growing from 6,013 flights to 7,372 flights by FY2016.

SLA's original business plan proposed routes such as nonstop service to Moscow, Johannesburg, service between Male and Rome, Male and Milan, and service to Amsterdam via Abu Dhabi. After careful analysis, these routings were not included in the proposed network. The new network will redeploy the fleet toward nonstop service to Zurich, service to Moscow via Dubai, and increased frequencies to regional routes. Some destinations such as Rome will be further evaluated

Model Inputs and Key Assumptions for Route Evaluation and Profitability Forecast

The route profitability model used to evaluate service options for SLA is demand based and relies on a range of assumptions. From the high-level perspective, current market volumes are determined based on historical results. These volumes are forecast based on econometric models. Shares of these future markets are projected based on a "Quality of Service Index" (QSI), which is driven by such characteristics as service levels, aircraft types and frequencies. **Figure 1-11** shows the major steps taken in the market evaluation process.

Figure 1-11. Route Evaluation Approach



Revenue projections are determined by applying average fares to the projected SLA passengers in each market. Fare assumptions are based on historical SLA trends as well as those offered in each market by SLA's competitors. Operating costs are developed based mainly on historical SLA costs.

Below, more detail is provided about the model's key assumptions and the rationale that went behind each. References to the "base scenario" reflect assumptions used to calibrate the model to SLA's most recent results; "business plan" references are the assumptions used to drive the forecasts used in this business plan.

Fares:

- Base Scenario –
    - In reviewing FY2009 versus FY2010 SLA results, system wide: passenger yield/RPK decreased by 21 percent system wide, passenger yield/ASK decreased by 15 percent, average fare decreased from $US 190 to 158 representing a 17 percent decrease. For the Base Scenario, InterVISTAS used PaxIS fares for nonstop markets, and for connecting markets continued to decrease fares by 15 percent.
    - Fares increase by 3 percent annually for local and connecting markets based on fare increases presented in SLA Business Plan
- Business Plan – After reviewing the cumulative Feb 2011 SLA results where system wide fare increased by 12.4 percent, InterVISTAS readjusted the PaxIS fares to reflect the latest results
    - Fares increase by 1.6 percent annually for local and connecting markets to track inflation – a more conservative growth assumption

Cargo:

- Base Scenario
  - Cargo growth is based on SLA's former Business Plan, along with ancillary fees. Results increase from 17 to 19 percent of passenger revenue between FY2012 – FY2016
- Business Plan, by aircraft type
  - Cargo yield for A320: $US .044 per '000 ATK for FY2012 based on cumulative Feb 2011 SLA results, increasing six, seven, seven and five percent for each consecutive year. These rates reflect a more conservative growth than that put forth in SLA's Business Plan which are: 13, 5 and 10 percent for FY2012 – FY2015
  - Cargo yield for A330/A340: 0.048 per '000 ATK for FY2012 based on cumulative Feb 2011 SLA results, increasing six, seven, seven and five percent for each consecutive year. For long haul routes with greater than ten hour stage lengths, the rate for A330 decreases to .033 per '000 ATK and grows at the same rate. This decrease compensates for decreased A330 capacity on long haul routes.

Fleet:

- Base Scenario: Fleet for FY2012 is composed of six A320s, six A330s and seven A340s, growing to seven A320s, eleven A330s and seven A340s
- Business Plan: Fleet for FY2012 is composed of six A320s, six A330s and six A340s, growing to nine A320s, thirteen A330s and one A340s. It has been assumed that the leases for SLA's fleet of A340s can be terminated prior to their original termination dates

Aircraft Utilization

- Base Scenario: Aircraft utilization is based on fleet and markets served as dictated by SLA's former Business Plan. As such, average system daily utilization for narrowbody aircraft range between 9.8 and 11.6 hours, and average utilization for widebody aircraft range between 14.4 and 15.2 hours.
- Business Plan: Aircraft utilization rates are more conservative and are more in line with industry standards. Narrowbody daily aircraft utilization ranges from 10.8 to 11.8 hours, and widebody aircraft ranges between 13.4 to 14.3 hours.

Costs:

- Base Scenario: Direct operating costs are based on SLA's full FY2010 data (the latest full year that was available when the model was constructed), and increase by two percent annually to track inflation. Fixed costs and their growths are based on those outlined in SLA's former Business Plan. Of note, Area Other costs are projected to increase by 13, 11, 8 and 5 percent for FY2013 – FY2016; for Corporate Overhead, projected growth is 47, 7, 12 and 5 percent in those same years.
- Business Plan: Direct operating costs are based on cumulative Feb 2011 SLA results, and increase by two percent to track inflation. Aircraft Related costs are adjusted to reflect fleet changes for FY2012 as well as the new cumulative Feb 2011 SLA results. Fixed cost growths are based on growth in ATKs: 14, 5, 2 and 2 percent for FY2013 – FY2016.

Figure 1-12 outlines key cost assumptions, by aircraft type, that drive the model's financial projections:

Figure 1-12. Key Model Assumptions

		A 320				
Operating Cost Category	Measurement	FY2012	FY2013	FY2014	FY2015	FY2016
FUEL & OIL	Per Block Hour	1,999	2,039	2,080	2,122	2,164
LANDING	Per Departures	439	448	457	466	475
HANDLING	Per Departures	900	918	936	955	974
OVERFLYING	Per Departures	303	309	316	322	328
AIRCRAFT MAINT	Per Block Hour	753	791	830	872	915
INFLIGHT CATERING	Per Pax	8.0	8.1	8.3	8.5	8.6
AIRCRAFT RELATED	% of Block Hours, Cost per Month	3,022,321	4,064,446	4,288,890	4,458,607	4,489,891
CREW LAYOVER	Per Flight	1,043	1,063	1,085	1,106	1,129
AREA/OTHER	% of ATK	6,879	7,885	8,252	8,444	8,596
CORPORATE OVERHEADS	% of ATK	2,414	2,767	2,896	2,964	3,017

		A 330				
		FY2012	FY2013	FY2014	FY2015	FY2016
FUEL & OIL	Per Block Hour	4,371	4,459	4,548	4,639	4,732
LANDING	Per Departures	1,229	1,253	1,278	1,304	1,330
HANDLING	Per Departures	2,778	2,833	2,890	2,948	3,006
OVERFLYING	Per Departures	1,609	1,642	1,674	1,708	1,742
AIRCRAFT MAINT	Per Block Hour	1,401	1,298	1,193	1,205	1,265
INFLIGHT CATERING	Per Pax	10.7	10.9	11.1	11.3	11.6
AIRCRAFT RELATED	% of Block Hours, Cost per Month	4,665,661	6,577,686	9,032,459	11,269,780	12,216,526
CREW LAYOVER	Per Flight	3,168	3,232	3,296	3,362	3,429
AREA/OTHER	% of ATK	6,879	7,885	8,252	8,444	8,596
CORPORATE OVERHEADS	% of ATK	2,414	2,767	2,896	2,964	3,017

		A 340				
		FY2012	FY2013	FY2014	FY2015	FY2016
FUEL & OIL	Per Block Hour	5,313	5,419	5,528	5,638	5,751
LANDING	Per Departures	1,657	1,690	1,724	1,758	1,793
HANDLING	Per Departures	3,523	3,593	3,665	3,738	3,813
OVERFLYING	Per Departures	2,624	2,676	2,730	2,784	2,840
AIRCRAFT MAINT	Per Block Hour	1,401	1,298	1,193	1,205	1,265
INFLIGHT CATERING	Per Pax	13.6	13.8	14.1	14.4	14.7
AIRCRAFT RELATED	% of Block Hours, Cost per Month	5,013,844	4,455,852	2,863,950	1,352,374	939,733
CREW LAYOVER	Per Flight	3,593	3,664	3,738	3,812	3,889
AREA/OTHER	% of ATK	6,879	7,885	8,252	8,444	8,596
CORPORATE OVERHEADS	% of ATK	2,414	2,767	2,896	2,964	3,017

Summary of Key Operational and Financial Results of the New Airline Network

Between FY2010 and YTD Feb2011, SLA has increased its passenger yield by 9.7 percent from $US 4.84 cents to 5.31 cents. During the same period, SLA has also increased its system wide average fare by 12.4 percent from $US 158 to $178. These trends have been incorporated in the financial and operating models, and will have a dramatically positive effect on SLA's future profitability. **Figure 1-13** presents the key operating statistics of the proposed route network over the forecast period.

Figure 1-13. Forecast Operating Statistics

Key Statistics	FY2012	FY2013	FY2014	FY2015	FY2016
Revenue Passenger Kilometers	11,179,991,959	13,174,528,635	14,255,536,622	14,766,162,931	15,255,351,955
Available Seat Kilometers	14,991,938,718	17,417,394,060	18,096,792,759	18,423,121,934	18,778,201,097
Load Factor	74.6%	75.6%	78.8%	80.2%	81.2%
Total Cost/ASK	5.62	5.46	5.48	5.57	5.65
Passenger Revenue	635,228,570.5	803,092,805.6	891,513,937.2	947,015,304.9	1,004,265,779.4
Passenger Revenue/RPK	5.68	6.10	6.25	6.41	6.58
Total Revenue	744,683,253	934,696,645	1,038,558,492	1,103,436,933	1,168,085,219
Total Revenue/RPK	6.66	7.09	7.29	7.47	7.66
Total Block Hours	81,567	98,934	103,350	105,983	109,593
Total Expense/Block Hour	10,324	9,614	9,597	9,684	9,682
System Average Block Hours	12.9	12.6	12.6	12.7	13.3
AC at Year End	17	22	23	23	23

The new network is expected to operate at a loss in FY2012 ($US -97.4 million). The loss narrows to $US -16.5 million in FY2013 and is projected to turn positive for the balance of the forecast period. Net airline operations margins of 4.5, 7.0 and 9.2 percent are projected in fiscal years 2014, 2015 and 2016 respectively.

Total revenue is projected to grow at an average annual rate of 12 percent between FY2012 and FY2016, while total costs grow by six percent annually over the same period. **Figure 1-14** presents the forecast profit and loss statement for airline operations.

Route-specific operational and financial details can be found in **Appendix B**.

Figure 1-14. Projected Airline Profit and Loss Statement

	FY2012	FY2013	FY2014	FY2015	FY2016
Revenue					
Passenger Revenue	$ 635,228,571	$ 803,092,806	$ 891,513,937	$ 947,015,305	$ 1,004,265,779
Cargo + Ancillary Revenue	109,454,682	131,603,839	147,044,555	156,421,628	163,819,439
Total Revenue	$ 744,683,253	$ 934,696,645	$ 1,038,558,492	$ 1,103,436,933	$ 1,168,085,219
Direct Operating Costs					
FUEL & OIL	330,660,278	379,040,756	395,681,914	407,196,630	421,122,606
LANDING	20,541,879	21,143,634	21,707,200	22,155,400	23,130,335
HANDLING	44,443,143	45,832,857	47,413,681	48,557,299	50,748,709
OVERFLYING	26,582,867	25,392,457	25,301,630	25,389,360	26,119,396
AIRCRAFT MAINT	99,580,550	110,687,945	110,589,137	115,577,018	124,891,454
INFLIGHT CATERING	36,560,349	40,428,471	42,356,792	43,680,279	45,778,350
Total Direct Operating Costs	558,369,067	622,526,120	643,050,354	662,555,986	691,790,851
Operating Profit/Loss	186,314,186	312,170,524	395,508,138	440,880,946	476,294,368
Operating Margin	25.0%	33.4%	38.1%	40.0%	40.8%
General and Administrative Costs					
AIRCRAFT RELATED	152,421,912	179,636,473	192,669,727	203,735,604	205,653,328
CREW LAYOVER	19,807,081	21,624,405	22,483,249	23,222,814	24,301,372
AREA/OTHER	82,549,397	94,291,242	98,893,290	101,267,727	103,100,737
CORPORATE OVERHEADS	28,970,884	33,091,709	34,706,807	35,540,121	36,183,420
Total General and Administrative Costs	283,749,273	328,643,829	348,753,074	363,766,266	369,238,857
Total Costs	842,118,340	951,169,950	991,803,428	1,026,322,252	1,061,029,708
Net Profit/Loss (Airline Operations)	(97,435,087)	(16,473,305)	46,755,064	77,114,680	107,055,511
Net Margin (from Airline Operations)	-13.1%	-1.8%	4.5%	7.0%	9.2%

Sensitivity Analysis

Sensitivities were run in the airline profitability model to evaluate how more conservative revenue and more aggressive cost increases would affect the airline's contribution to profit. The baseline figures shown represent the business plan's forecast results. As fiscal year 2012 has already begun, it was not run through the sensitivity model.

For cargo, currently the model assumes cargo yields to increase by five to seven percent annually, which drives cargo revenue growth from $91.8 million in FY2012 to $136.1 million in FY2016. In the first sensitivity scenario, cargo yields are held constant beyond FY2012, which decreases SLA's contribution to profit from $107 million to $77 million in FY2016.

In sensitivity scenario 2, passenger fares are held constant beyond FY2012 as opposed to increasing to track inflation. Passenger revenue falls from $1,004.3 to $904.7 million in FY2016, decreasing net contribution to only $4.7 million.

In sensitivity scenario 3, InterVISTAS modeled fuel to increase by four percent annually, instead of the two percent used currently. Net contribution would decrease by $33.7 million to $73.3 million in FY2016.

In sensitivity scenario 4, fixed costs Area/Other and Corporate Overhead are assumed to increase by ten percent above forecast levels. Net contribution will decrease by 13 percent to $93.1 million in FY2016.

In sensitivity scenario 5, all of these negative factors are modeled together. While this scenario is unlikely, it is important to show the resulting net contribution as a demonstration of "worst case scenario".

Figure 1-15 presents the changes in contribution to profit for each scenario.

Figure 1-15. Airline Sensitivity Analysis (Effect on Contribution to Profit)

	FY2013	FY2014	FY2015	FY2016
Baseline	(16,473,305)	46,755,064	77,114,680	107,055,511
1. Constant Cargo Yield	(23,277,800)	31,520,562	53,453,745	77,034,602
2. Constant Fare	(38,557,878)	(1,003,972)	2,947,920	4,785,820
3. Fuel Increase	(23,704,357)	31,319,856	52,932,416	73,301,559
4. Increase Area/Other & Corp OH Costs	(28,912,020)	33,395,055	63,433,895	93,127,095
5. Combination	(65,032,140)	(45,033,692)	(58,576,065)	(72,917,456)

As discussed above, a range of route network options were evaluated in preparation of this business plan. A number of factors were considered including fleet, utilization, network reach and frequencies. SLA's feedback was an important input to the final network design. Further refinements are fully expected during the implementation phase of the restructuring project. Service to Rome, for example, is not included in the network presented here as triangle flights were deemphasized in the new, more efficient network.

Cargo Operations

Current Operational Profile

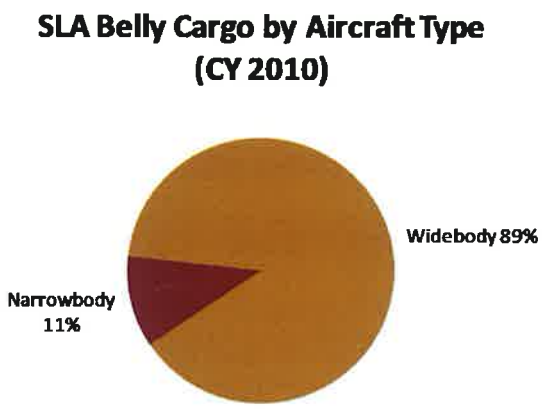
Cargo handling and carriage is an important aspect of Sri Lankan Airlines. The airline's vast and evolving network provides a wide range of destinations for importers, exporters, freight forwarders and others in the logistics chain.

The widebody fleet is complemented by the network of A320 operations and unique block space agreements with two local freighter operators. While the former lacks the capacity of widebody belly space, it does extend the reach of the cargo network.

More comprehensively, however, the standing agreements with Expo Aviation and Cosmos (formerly AeroLanka) offer SLA's cargo operation practically "on demand" cargo capacity with minimal financial risk. Currently, SLA wet leases the 16 ton Anatov AN12 for five trips per week to Thiruvananthapuram and the 19 ton Boeing 727 for six trips per week to various Indian points and to Male.

While the freighter operations provide the ability for cargo demand to drive service (as opposed to belly operations which are largely driven by passenger demand), freighter services currently only account for two percent of cargo carriage; belly operations comprise the remaining 98 percent. And as illustrated in **Figure 1-16** below, 89 percent of this belly cargo currently is carried on SLA's widebody fleet.

Figure 1-16. Cargo by Aircraft Category, Actual



In the fiscal year ended March 2011, SLA Caro generated $US 86.1 million in cargo revenues. This figure amounts to 13.8 percent of total SLA net traffic revenue.

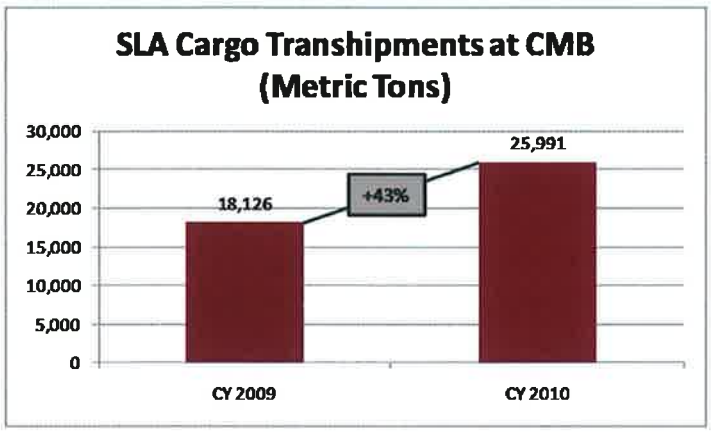
Figure 1-17 shows how revenue was distributed geographically in the latest fiscal year (in millions of $US):

Figure 1-17. Geographical Cargo Revenue Distribution, Actual

Service Area	Revenue Distribution	Revenue Share
Regional	12,595	14.6%
Middle East	19,987	23.2%
South East Asia	23,718	27.6%
Europe	29,429	34.2%
Block Space Charter	329	0.4%
Total	86,058	

As illustrated in **Figure 1-18**, transshipments are an important aspect of SLA cargo operations, growing 43 percent between fiscal years 2009 and 2010 - signaling a promising opportunity for SLA's air cargo business. The Indian market was especially strong for transshipments beyond Colombo to Europe. Transshipments represent 40 percent of the Indian market's air trade for SLA.

Figure 1-18. Historical Growth in Transshipment Volumes



Cargo handling services are provided by the Airport Services SBU at BIA. Specialized facilities include a cool room, strong room and animal holding areas. Technologies for screening and scanning cargo are in place.

Effects of Proposed Changes on Cargo Operations

The proposed new business plan is centered on upgrading and modifying the existing SLA fleet mix. By the end of fiscal year 2016, the plan anticipates the removal of A340s from the fleet. While overall ATKs are projected to increase 25 percent over the five year period, narrowbody derived ATKs will grow by 84 percent and widebody ATKs by 17 percent.

A further complication is related to the restricted cargo capacity of A330s on long haul flights. As the A340s are phased out of the network, they will be replaced with A330s on many routes. While route-specific cargo capacity will vary based on passenger loads, atmospheric conditions, fuel requirements and other issues, the proposed business plan assumes that, on average, A330 long haul capacity will be diluted by 33 percent on European routes.

SLA Cargo will use the transition period to the new fleet mix to assess how best to address the capacity shortfall. The current practice of wet-leasing freighters through the existing block space agreements can be expanded to meet the expected belly capacity shortfalls and to take advantage of cargo market opportunities, especially in the short term.

In addition to the narrowbody freighters current being utilized, Cosmos, one of SLA's current block space agreement partners, is considering adding a DC-10 freighter to its fleet. If the plans materialize, SLA could begin to immediately utilize this widebody aircraft for long haul services, providing reach and capacity not currently available with belly space or through existing freighter agreements.

Wet leasing additional freighters on a block hour basis will provide SLA with the ability to pursue cargo market opportunities while maintaining financial and operational flexibility. With a new passenger fleet and network plan, wet leasing will keep complexities of operating a freighter network to a minimum. In the short term, wet leasing will enable SLA to avoid expenditures related to freighter fleet ownership (crew costs, maintenance, insurance, debt service etc.).

As such, SLA will be able to participate in the upside of Sri Lanka's growing international trade as well as transshipment opportunities. At the same time, SLA will be able to prove and grow new cargo markets

at relatively low risk. Targeted market testing will allow SLA Cargo to evaluate the prospects of freighter fleet ownership (or whole aircraft lease) over the medium to long term.

Construction of the new Mattala International Airport began in November 2009, and is expected to be completed by the end of 2012. A primary goal of the new facility is to act as the nation's cargo hub. Its proximity to the Magampura Port could offer SLA Cargo unique opportunities for air-sea cargo transshipments. A cargo terminal is included in phase one of this project, and the Airport Services SBU has included approximately $US 5 million in capital expenditures to equip the cargo terminal with the required assets to handle the expected cargo volumes of 45,000 metric tons.

While the new airport will certainly offer growth opportunities, it will also add complexities to cargo operations. Considerable volumes of cargo will continue to travel in the belly of passenger aircraft into and out of BIA. Coordinating transshipments between the two airports is likely to add time and expense. Some combination of land and air bridges will be required. Planning for this operation is underway, but more work remains before the dual hub strategy can be implemented.

Figure 1-19 outlines how cargo revenue is projected to develop over the forecast period:

Figure 1-19. Projected Cargo Revenue and Yield, by Aircraft Type

	FY2012	FY2013	FY2014	FY2015	FY2016
Projected Cargo Revenue, by Aircraft Type					
A320	10,296,583	18,381,899	19,868,650	21,562,988	24,300,425
A330	32,842,198	46,305,070	73,840,626	93,250,436	105,879,733
A340	48,733,268	44,812,217	28,703,173	15,459,457	5,909,749
Total	91,872,049	109,499,185	122,412,449	130,272,881	136,089,907
Avg. Yield (Total Cargo Rev / ATK)					
A320	0.044	0.046	0.050	0.053	0.056
A330 (LH)	0.048	0.051	0.054	0.058	0.061
A330 (MH)	0.032	0.034	0.036	0.039	0.041
A340	0.048	0.051	0.054	0.058	0.061

As noted above, cargo payload on A 330 long haul routes will be restricted. These restrictions are accounted for in the model as lowered yield per ATK on those routes, as illustrated by the difference in LH (long haul) and MH (medium haul) A330 yields shown.

SBU Level – Sri Lankan Engineering

Overview of Current Capabilities

SriLankan Engineering (SLE) is largest SBU in the company, measured by revenue. SLE provides maintenance and engineering support to the SLA fleet as well as to third party customers.

In general, SLE services can be grouped into three categories:

Base Maintenance – A and C checks, component overhaul, workshop maintenance, modifications, cabin refurbishment, painting and related activities

Line Maintenance –Daily, weekly and transit checks conducted in Colombo and Male

Technical Training –Aircraft related and the cadet pilot ground school

SLE earned 77 percent of its revenue from SLA during the nine months ended December 2010. Base maintenance comprises the largest portion of revenue by more than a three-to-one ratio over line services.

SLA (the airline) maintenance spend is divided into SLE (internal) and outsourced (external) components. In the nine months ended December 2010, SLA total aircraft maintenance expenses were $US 1,229 per block hour; the SLE portion is $498. Services outsourced include maintenance / overhaul of engines, APUs and landing gear in addition to the repair and overhaul of components for which SLE has no ability to maintain.

An annual per flying hour rate is agreed to between SLA and SLE for the services it provides to the airline. For line maintenance, the current rates by aircraft type are: A320 - $97, A330 - $119 and A340 - $107. For base maintenance, the rates are: A320 - $318, A330 - $448 and A340 - $575.

All costs associated with SLE services are accounted for at the SBU level; at this time there is no cost distinction between services provided to SLA versus third-party customers

Current Operational and Financial Environment

The current SLE staffing level is 732, with 152 each assigned to line and base maintenance services. Approximately 115 of these staff are qualified engineers and 127 are designated as aircraft technicians. In the nine months ended December 2010, SLE booked approximately 430,000 man-hours, with 84 percent directed to SLA work and 16 percent to third party services.

SLE also provides services to the fleet of sister-company Mihin Lanka. Work for this airline is also governed by a per flying-hour agreement. Currently, man-hours worked for Mihin are not tracked separately; they are included in the SLA totals. Moving forward, a more accurate count of Mihin Lanka work should be tracked.

In the nine months ended December 2010, SLE earned $US 30.1 million in revenue on $US 23.5 million in operating expenses, producing a $US 6.5 million contribution to profit to the Group. SLA-generated revenue was $US 25.6 million and third party revenue was $US 4.5 million.

Fixed costs were $US 14.4 million and variable/materials cost were $US 9.1 million.

Proposed SLA Fleet/Operational Changes and their Effects on Maintenance and Engineering

It has been assumed that the current practice of assigning a rate per flying hour to SLA's operating profile will continue throughout the forecast period. Further, although the fleet mix is expected to change, the baseline company operating fleet will remain similar. As such, the net effect to SLE will be driven by the network flying hour changes by aircraft type (and the resultant aircraft utilization).

In order to meet the maintenance and engineering demands of the new fleet, it is anticipated that SLE staff levels will need to grow to 962 by the end of the forecast period excluding productivity improvements which will be necessary. This figure assumes that the same ratio of technical staff to administrative employees remains constant and that third-party growth will be organic, with only incremental growth to customers and capabilities. SLA will strive to improve productivity, and as possible, trade forecast manpower growth requirements with productivity improvements.

Summary of Efficiency, Productivity and Improvement Findings

A range of improvement recommendations are outlined in **Appendix C**. In the short term, improvement opportunities focus on record-keeping and supply chain management issues. Looking toward the medium term, third party growth opportunities are addressed along with issues that would drive productivity and efficiency.

As noted above, successfully implemented productivity measures with have a positive impact on financial results. The measures outlined in Appendix C, as well as others identified during the implementation phase, will improve overall SLE productivity and profitability.

Financial Model and Forecast

The business model that was created to project SLE's financial contribution to the Group is generally segmented into SLA and third-party work. Following the historical practice, cost has been built-up regardless of whether work is provided to SLA or third-party customers.

From the SLA perspective, current per flying hour rates were used to develop the baseline revenue profile. Changes to these rates fluctuate in line with projected changes in overall block hour maintenance rates developed by SLA. It should be noted that these rates could fluctuate based on the condition of new/pre-owned aircraft that will be brought into the fleet. Issues such as warrantees and where each new aircraft is in its maintenance cycle will drive maintenance requirements, which will in turn drive rates.

To convert this projected revenue into man-hour requirements, ratios were developed comparing historical SLE revenue for SLA work to the number of man-hours required to complete this work. Based on the proposed new network, **Figure 1-20** presents the number of SLE man-hours that will be required to maintain the SLA fleet over the forecast period.

Figure 1-20. Projected SL Engineering Manhours Required for SLA Work

	FY2012	FY2013	FY2014	FY2015	FY2016
SLA Base Maintenance	373,568	393,942	373,337	382,826	415,437
SLA Line Maintenance	280,206	310,672	308,629	326,275	361,693
Total	653,775	704,614	681,966	709,102	777,130

SLE also earns revenue from SLA for fleet management/consultancy fees. Revenue is derived based on the active SLA fleet and is in consideration of managing outsourced maintenance requirements and related tasks. Revenue from this annual fee is based on the quantity and type of aircraft in the fleet.

Finally, SLE also earns revenue from technical training programs.

To develop baseline fixed costs, staffing levels were next evaluated to determine the staff required to complete the projected work and maintain sufficient capacity to operate and grow third party business. Utilization figures were devised based on historical results and applied to the figures above. Again using historical ratios, fixed costs per employee were developed. Total SLE fixed costs grow in proportion to the required man-hours and staff throughout the forecast period. Per person salary and training unit costs are assumed to increase by two percent each year to account for heightened staffing requirements.

Variable/material costs are calculated as a percentage of fixed costs, based on historical ratios.

SLE earns third-party revenue from both line and base maintenance activities. To develop line maintenance revenue projections, the forecast for non-SLA flights into BIA was used to determine anticipated operational levels. Historical ratios were developed comparing line maintenance revenues with operational levels. Unit revenue figures are conservatively assumed to increase two percent in year two and three percent in year three, remaining flat in the final two years of the forecast period.

Third-party base maintenance projections are a function of the remaining available man-hour capacity, past performance and existing/potential customer contracts. As the global MRO market is and likely will remain price driven, it has been assumed that the average man-hour rate remains low, increasing by only $US 2 per man-hour over the entire forecast period.

Figure 1-21 summarizes the key assumptions, as described above, which drive the operational and financial forecast for SLE:

Figure 1-21. SL Engineering Financial Forecast, Key Assumptions

	FY2012	FY2013	FY2014	FY2015	FY2016
UL Contract Rates (per Flight Hour)					
Base					
A320	318	286	279	293	325
A330	448	415	381	385	405
A340	575	533	490	495	519
Line					
A320	97	87	85	89	99
A330	119	110	101	102	107
A340	107	99	91	92	97
Fixed Costs per Person					
Staff pay and allowance	1,230	1,255	1,280	1,305	1,331
Gratuity	51	51	51	51	51
Staff expenses	42	42	42	42	42
Training expenses	2.75	2.80	2.86	2.92	2.97
Departmental expenses	479	479	479	479	479
Depreciation	85	85	85	85	85
Loan charges on spares	80	80	80	80	80
A/C and commercial tools	36	36	36	36	36
Consumption of GSE spares	9	9	9	9	9
Allocated Cost	181	181	181	181	181
Fleet Management & Consultancy Fees (Annual)					
A320s	100,000	100,000	100,000	100,000	100,000
A330s	200,000	200,000	200,000	200,000	200,000
A340s	250,000	250,000	250,000	250,000	250,000
Third Party Line MX Rev Per Inbound OAL Flight					
Aircraft Average	188.00	193.64	197.51	197.51	197.51
Base MX Rate Per Hour	40	41	41	41	42

Using these assumptions, SLE's projected financial performance over the five year forecast window was completed. Results are shown in **Figure 1-22** below:

Figure 1-22. SL Engineering Financial Forecast

Revenue	FY2012	FY2013	FY2014	FY2015	FY2016
From UL (base+line)	46,208,845	49,208,652	47,083,636	48,590,012	52,969,980
From UL (management fee)	3,191,667	3,712,500	3,762,500	3,775,000	3,625,000
Training	400,000	412,000	424,360	437,091	445,833
Third Party	5,542,319	6,067,222	5,859,434	6,175,837	7,260,273
Total Revenue	**55,342,830**	**59,400,374**	**57,129,930**	**58,977,940**	**64,301,085**
Expenses					
Fixed Costs	19,204,579	20,951,326	20,528,014	21,610,085	23,979,785
UL Variable/Materials	13,167,523	14,350,848	14,046,928	14,772,734	16,376,511
Third Party Variable/Materials	1,363,887	1,391,199	1,185,445	1,247,527	1,620,537
Total Expenses	**33,735,988**	**36,693,373**	**35,760,386**	**37,630,345**	**41,976,834**
Allocated OH	1,725,793	1,859,996	1,800,212	1,871,843	2,051,419
Total SLE Contribution	**19,881,048**	**20,847,005**	**19,569,332**	**19,475,752**	**20,272,832**
Contribution Breakdown					
SLA Contribution	15,302,616	15,758,982	14,470,983	14,110,351	14,187,264
Third Party Contribution	4,178,432	4,676,023	4,673,989	4,928,311	5,639,736
Training	400,000	412,000	424,360	437,091	445,833
SLA Contribution as % of Total	77%	76%	74%	72%	70%

As illustrated, total revenue grows to US$ 64.3 million in year five. SLA-related maintenance revenue grows a total 16 percent between years one and five, while third party maintenance revenue grows at 31 percent. As such, SLA-related contribution to profit as a percentage of total contribution declines from the current 77 percent level down to 70 percent by fiscal year 2016. As discussed above, Mihin Lanka work is included in the SLA figures as records are not currently kept to differentiate between the two.

Forecast third party man-hours grow from 130,126 in FY 2012 to in 171,467 FY 2016.

Fixed costs grow by 25 percent between years one and five, driven largely by staffing growth required to meet SLA and third-party demand.

Note that fixed costs are not differentiated between SLA and third party work. If more rigorous accounting procedures are put in place to better measure how fixed costs/assets are deployed, a more accurate distribution may be possible, potentially changing the projected figures. SLE management believes that a disproportionate amount of fixed costs are deployed for SLA fleet maintenance.

CAPEX Assumptions and Growth Opportunities

A number of growth opportunities have been identified by SLE to further their capabilities and attract more third-party work than is anticipated in this plan. Capacity in the existing hangar is currently already constrained, with scheduled SLA, Mihin Lanka and third-party work ongoing for the balance of the 2011 calendar year, leaving little (if any) spare capacity for unscheduled maintenance.

Below is a brief description of proposed projects, followed by **Figure 1-23** detailing the anticipated capital expenditures required to complete them.

New Hangar Project: Current hangar capacity is constrained and cannot accommodate additional base maintenance. A second hangar, ideally accommodating two narrow-body and one wide-body aircraft would offer SLE the ability to better manage existing work, handle unscheduled events and provide capacity for expansion into a regional MRO.

B737 Project: An internal SLE market analysis has indicated a significant number of Boeing 737 operators in the region. Regional narrowbody market share is divided into roughly equal segments between B737s and A320s.

With expanded capacity, SLE would be in a position to develop capabilities to include the 737 in its portfolio. Main factors to consider would be training of personnel, which can be facilitated through SLE's own Technical Training facility; and tooling, which would require some degree of capital expenditure.

Painting Project: SLE is currently evaluating the possibility of restoring the "Trident Hangar". It is believed that this project could create significant opportunities for SLE to penetrate the aircraft painting market.

Component Service Project: This project envisions SLE further developing existing structures and composite shop capabilities to form a more comprehensive airframe component repair and overhaul facility. Anticipated capabilities to be built include: cabin components, avionics and wheels and brakes.

Tech Training Upgrade: The existing training facility is small and will not be capable of handling proposed expansion. The proposed new facility would enable SLE to expand training offerings.

Figure 1-23. SL Engineering CapEx Projections

	2011/12 Cost-US$	2012/13 Cost-US$	2013/14 Cost- US$	2014/15 Cost-US$	2015/16 Cost-US$
New Hanger project					
- Facilities		15,000,000	15,000,000		
- Tools & GSE		7,500,000	2,500,000		
B737 Project					
- Tooling			1,380,000	460,000	
- Training			135,000	15,000	
Painting Project					
- Trident Hanger				1,500,000	
- Equipment				500,000	
Component Service project					
- Tooling			1,400,000	1,400,000	700,000
- Training				525,000	175,000
- Facilities			1,016,667	1,016,667	1,016,667
Tech Training Upgrade					
- Facilities			900,000		
- Equipment				200,000	100,000
Subtotal – Assets	**0**	**22,500,000**	**22,196,667**	**5,076,667**	**1,816,667**
Training		0	135,000	540,000	175,000
Total	**0**	**22,500,000**	**22,331,667**	**5,616,667**	**1,991,667**

Sensitivity Analysis

As discussed above, financial projections for SL Engineering were conducted using the historical maintenance rate per flying hour formula currently in place for work done on SLA aircraft. As also noted above, rates fluctuate based on overall maintenance spend projections. Use of these rates in conjunction with the proposed new aircraft operating plan result in SLE earning significant profit based on cost projections.

However, it should be noted that SLE reports that work outside of the agreed-to scope of the cost transfer agreement is performed without additional compensation. It is advised that the existing agreements be revisited to ensure that work performed is captured, tracked and compensated for in an accurate and transparent fashion.

If the projected SLE contribution to profit on SLA work were reduced to zero, the net effect would lower SLA's maintenance expenditures by approximately $US 15 million per year, positively impacting margins by between one and two percentage points. **Figure 1-24** presents how such a change would affect SLA's maintenance costs and overall operating margins throughout the forecast period.

Figure 1-24. SL Engineering Contribution Options for SLA Work

	FY2012	FY2013	FY2014	FY2015	FY2016
Projected Aircraft Maintenance Cost	99,580,550	110,687,945	110,589,137	115,577,018	124,891,454
Projected SLE Contribution from UL Work	15,302,616	15,758,982	14,470,983	14,110,351	14,187,264
REVISED Maintence Cost with SLE Work for UL at Cost	84,277,934	94,928,963	96,118,154	101,466,667	110,704,190
Original Margin for Airline Operations	-13.1%	-1.8%	4.5%	7.0%	9.2%
REVISED Margin with Reduced Maintenance Cost	-11.0%	-0.1%	5.9%	8.3%	10.4%

Sensitivities were run in the financial model using the existing agreed-to rates between SLE and SLA. The baseline numbers In **Figure 1-25** below represent the model's financial projection of SLE contribution to profit.

Figure 1-25. SL Engineering Sensitivity Analysis (Effect on Contribution to Profit)

	FY2012	FY2013	FY2014	FY2015	FY2016
Baseline	19,881,048	20,847,005	19,569,332	19,475,752	20,272,832
Fixed Costs 10% Higher	16,471,259	17,130,788	15,931,817	15,650,286	16,032,061
Third Party Base Maintenance Rate 15% Lower	19,555,854	20,515,299	19,286,684	19,178,302	19,886,445
Third Party Line Maintenance Rate 15% Lower	19,579,477	20,477,308	19,150,881	19,033,955	19,813,259
Combination	15,844,494	16,429,385	15,230,718	14,911,039	15,186,100

As SLA work comprises such a large portion of the SLE's work and revenue, lower third party revenue has minimal affect on projected contribution. However, a ten percent increase in fixed costs would decrease contribution from between $US 3.4 and 4.2 million. In the combination scenario, where all three negative impacts occur together, decreased contribution would be between $US 4.0 and 5.1 million annually.

SBU Level – Airport Services

Overview of Current Capabilities

The Airport Services business unit of Sri Lankan Airlines is the sole ground and aircraft handling agent at BIA. The SBU offers a full array of services to both Sri Lankan Airlines as well as to other airlines serving BIA. Primary among the offerings include the following:

Figure 1-26. Airport Services Capabilities

Aircraft maintenance	Aircraft servicing and cleaning	Airport aviation security	Cargo and mail handling (on-/off-airport)
Catering services	Executive aviation handling	Flight operations and crew administration	Coordination of fueling with relevant parties
Load control and communications	Passenger and baggage handling	Ramp services	Representation and accommodation
Station supervision and administration	Surface transport of passengers and crews	Unit Load Device control and management	Hotel accommodation and leisure activities

In consideration for Airport Services' right to operate as a monopoly at BIA, SLA currently pays four and one-half percent of ground handling revenue as a franchise fee to Airport and Aviation Services (Sri Lanka) Ltd (AASL), the operator of BIA.

Current Operational and Financial Environment

Current staffing levels are approximately 1,600; staff is organized into functional categories, the largest of which include: ramp services, passenger/baggage services, cargo services and aircraft interior services.

Airport Services generates a majority of its revenue by charging a turn fee to visiting airlines. Turn fees range between $US 2,300 and 2,900 for narrowbodies and $US 5,400 to 6,900 for widebodies (depending on if the aircraft overnights at BIA).

In the nine months ended December 2010, Airport Services earned $US 27.9 million in revenue on only $US 6.0 million in operating expenses, producing a $US 21.9 million contribution to profit to the Group. Total revenue is comprised of that earned for basic services ($US 24.3 million) and for Customs Clearance, Storage and Terminal Charges ($US 3.6 million).

It is important to note that these results are produced without recognizing any revenue for the services it provides to SLA.

During this nine month period, a total of 12,807 inbound flights were handled – 5,647 operated by SLA and 7,160 by other carriers serving BIA.

Proposed Operational Changes and their Effects on Airport Services

Airport Services' ground handling operations at BIA are largely a function of the number of flights handled, the staff required to accommodate the volume and a range of equipment/vehicles to efficiently service the flights.

Figure 1-27 shows the projected inbound BIA flights, by size category and SLA versus other airlines (OAL).

Figure 1-27. Projected BIA Arrivals, SLA and Other Airlines

	FY2012	FY2013	FY2014	FY2015	FY2016
SLA Narrowbody	4,627	6,570	6,648	6,752	7,189
SLA Widebody	4,444	4,328	4,536	4,641	4,706
Total SLA	**9,072**	**10,898**	**11,185**	**11,393**	**11,895**
OAL Narrowbody	5,900	7,102	8,052	8,416	8,760
OAL Widebody	4,794	5,626	6,072	6,496	6,752
Total OAL	**10,694**	**12,728**	**14,124**	**14,912**	**15,512**
Total Narrowbody	10,527	13,672	14,700	15,168	15,949
Total Widebody	9,238	9,954	10,608	11,137	11,458
Total Flights	**19,766**	**23,626**	**25,309**	**26,305**	**27,407**

In order to meet the expected growing demand and improve customer satisfaction levels, Airport Services will focus on two keys areas: decreasing employee turnover and investing in new ground service equipment.

From the staff perspective, current compensation levels are a major detriment to a successful retention strategy; ground handling competitors in other countries recruit SLA's trained staff based primarily on higher compensation levels. Steps to mitigate this trend will be evaluated to find the proper balance between pay, satisfaction and cost control.

Outlined more fully below, an in-depth capital expenditure plan has been prepared to upgrade equipment and related assets to bring the ground handling operations up to global standards and drive further efficiency into the organization.

Summary of Improvement Findings

A range of improvement recommendations are outlined in **Appendix D**. In the short term, improvement opportunities involve addressing the staff turnover and asset-related issues and well as improving customer services. Looking toward the medium term, growth opportunities are addressed along with a more enhanced focus on customer services.

Financial Model and Forecast

A five-year financial forecast has been completed in order to project the financial contribution of the Airport Services business unit. The forecast relies on historical operating and financial ratios which are applied to forecast SLA and other airline operations at BIA.

The forecast methodology begins by establishing the projected SLA operational levels as well as those anticipated by other airlines using BIA (as illustrated above). As revenue is only recognized for other airline services, the current average rate-per-turn is applied to these flights over the forecast period. To take a conservative approach, it is assumed that these average unit rates remain constant. This conservatism also accounts for the likelihood of increased volume discounts and the growing global presence of low cost carriers.

Further, the current level of terminal revenue per inbound non-SLA flight ($US 505.45) is also applied to the forecast operational levels. The combination of airport service and terminal revenue results in the gross Airport Services revenue figure. As SL Engineering provides maintenance services as part of the standard aircraft turn service, a portion of the Airport Services revenue is transferred to SL Engineering (approximately 4.5 percent of revenue). The balance is the net revenue of the Airport Services business unit.

To develop the cost side of the model, historical ratios were developed in line with the current P&L reporting categories of the SBU. Unit costs for staff/staff related and depreciation are increased by five percent in years two and three, then two percent in years four and five to compensate for anticipated staff and equipment improvement programs.

While cost levels in the model are driven by a "cost per flight" basis, staffing levels were also projected based on the current ratio of 1.03 staff members per monthly inbound flight. Based on anticipated SLA and other airline flight volumes, required staffing levels are projected to increase to 1,839 at the end of FY 2012, 2,086 in 2013, 2,128 in 2014, 2,226 in 2015 and 2,269 in 2016. If efficiencies can be implemented, the existing ratio could be decreased, resulting in further cost savings.

A summary of the key assumptions is presented in **Figure 1-28** below:

Figure 1-28. Airport Services Financial Forecast, Key Assumptions

Fee per Turn (at 80% day and 20% night)					
Narrowbody Aircraft	**2,414**	**2,414**	**2,414**	**2,414**	**2,414**
Widebody Aircraft	**5,660**	**5,660**	**5,660**	**5,660**	**5,660**
Terminal Revenue					
Per OAL Flight (avg for all flights)	**505.45**	**505.45**	**505.45**	**505.45**	**505.45**
P&L Costs Per Flight (total)					
Staff Pay/Related Expenses	**273.96**	**287.66**	**302.04**	**308.08**	**314.24**
Depreciation	**22.36**	**23.48**	**24.65**	**25.15**	**25.65**
Allocated Cost	**90.10**	**90.10**	**90.10**	**90.10**	**90.10**
Franchise Fee (% of revenue)	**4.5%**	**4.5%**	**4.5%**	**4.5%**	**4.5%**

Throughout the forecast period, Airport Services is expected to continue providing strong contribution to Group profit. Revenues are projected to grow to $US 64.1 million by FY 2016 when the unit will provide $US 49.3 million in contribution. **Figure 1-29** summarizes the financial projections.

Figure 1-29. Airport Services Financial Forecast

Airport Services	FY2012	FY2013	FY2014	FY2015	FY2016
Revenue	44,771,450	52,956,106	58,154,353	61,675,544	64,139,682
Expenses	7,962,104	9,844,701	11,010,585	11,673,488	12,339,528
Allocated OH	1,780,892	2,128,687	2,280,320	2,370,112	2,469,390
Contribution	35,028,455	40,982,718	44,863,448	47,631,944	49,330,763

CAPEX Assumptions and the Effects of New Operations at Mattala and Ratmalana

As noted above, aging and outdated equipment are among the primary concerns for Airport Services being able to meet current and anticipated demand at BIA. An in-depth review has been accomplished, identifying investment requirements during the forecast period. **Figure 1-30** outlines the anticipated capital expenditure level at BIA:

Figure 1-30. Airport Services CapEx Projections at BIA

	2011/12	2012/13	2013/14	2014/15	2015/16
Ground Services	Cost-US$	Cost- US$	Cost-US$	Cost-US$	Cost-US$
Aircraft Tow Tractors	702,000	702,000	702,000	702,000	
Container pallet Loaders	1,050,000	1,400,000	1,400,000	1,400,000	1,400,000
Baggage/Cargo Tractors	97,221	162,035	129,628	129,628	162,035
Sky Loaders	120,000	160,000	80,000	120,000	160,000
Ground Power Units	100,728	100,728	50,364	50,364	
Air Conditioning units	216,000	216,000	108,000		
Air Starter units		340,000	680,000	340,000	
Toilet carts		85,000			
Water carts		80,000			
Transporters		240,000		240,000	
Subtotal: Ground Services	**2,285,949**	**3,485,763**	**3,149,992**	**2,981,992**	**1,722,035**
Cargo Services					
Work station	90,909	90,909			
Transporters	172,727				
Slave Pallets	45,455				
Closed circuit Television	45,455				
Sky Bridge	18,182				
Courier Centre	45,455				
Racking System	90,909				
Fork Lifts	63,636	63,636			
Perishable Cargo Centre	245,455				
Pallet Dollies		318,182			
Awning			227,273		
Elevator Transfer Vehicle				2,727,273	
Subtotal: Cargo Services	**818,183**	**472,727**	**227,273**	**2,727,273**	**0**
Total	**3,104,132**	**3,958,490**	**3,377,265**	**5,709,265**	**1,722,035**

In addition to the traditional services provided to SLA and other air carriers at BIA, Sri Lankan Airlines Airport Services unit has been asked to provide preliminary figures detailing investment requirements to support operations at the new Mattala and Ratmalana Airports. Investment requirements for these airports are expected to begin in the fiscal year ending March 2013.

The following assumptions were used to devise preliminary investment requirements for Ratmalana:

1. Ratmalana Airport would be developed to primarily accommodate small and medium size corporate/business jets (private jet movements)
2. SriLankan airlines would provide airside ground handling.
3. Estimated movements: 50-60 aircraft/month. Expected annual growth is five percent.

Figure 1-31 outlines the consolidated investment requirements at Ratmalana City Airport:

Figure 1-31. Airport Services CapEx Projections at Ratmalana

Equipment	2012/13		2013/14		2014/15		2015/16	
	Units	Cost-US$	Units	Cost-US$	Units	Cost-US$	Units	Cost-US$
Truck	1	15,000						
Busses	1	50,000			2	90,000		
Water Cart	1	80,000					1	80,000
Toilet cart	1	85,000					1	85,000
Ground Power	1	50,364						
Air Condition unit	1	108,000						
Air Starter unit(Twin)	1	340,000					1	
Towing Tractor					3	97,221		
Sky Loader					2	80,000		
ASU							1	150,000
IT Infrastructure	NA	72,000	NA	36,000	NA	36,000	NA	36,000
Total		**800,364**		**36,000**		**303,221**		**351,000**

The following assumptions were used to devise preliminary investment requirements for Mattala:

1. 2nd International Airport in Mattala will be operational in the later part of financial year 2012/2013 and SriLankan airlines would be its sole ground handling agent.
2. Estimated passenger movements: 1 million passengers and 45,000 metric tons of cargo in year one and thereafter a five percent annual growth.
3. Anticipated aircraft operations would be comprised of 60 percent cargo (including air-sea transshipment cargo) and 40 percent passenger.
4. Number of check-in counters estimated: 12.

Figure 1-32 outlines the consolidated equipment investment requirements for the cargo terminal complex at Mattala:

Figure 1-32. Airport Services CapEx Projections at Mattala (Cargo Terminal)

Equipment	2012/13		2013/14		2014/15		2015/16	
	Units	Cost-US$	Units	Cost-US$	Units	Cost-US$	Units	Cost-US$
X-RAY MACHINE								
- To screen total units LD3/LD9	1	1,909,090						
- To screen loose cargo	2	118,181					1	59,090
Donkey Lifts	2	181,818					1	90,909
Dollies	75	340,909	10	45,454	10	45,454	10	45,454
Trolleys	75	204,545	10	27,272	10	27,272	10	27,272
WEIGH BRIDGES								
- To weigh 40Ft Dolly /Container	1	18,181						
- To weigh LD3/PMC	1	10,909						
Platform Scales	5	3,181						
HEAVY DUTY RACKS Length 45Ft Height 25Ft	10	50,000						
Plastic Pallets	1,000	58,000						
Slave Pallets	10	31,818	5	15,909	5	15,909	5	15,909
Work Stations	3	272,727						
FORK LIFTS								
Diesel(Capacity 7000K)	1	54,545						
Electric (Capacity 1800)	2	72,726						
Reach Trucks (1800K)	2	122,727						
COLD/FREEZER ROOMS								
To store 3PMC PLTS (135 cum Temp 2C to 8C)	1	36,363						
To store 3PMC PLTS (135 cum temp 0C to -20C)	1	36,363						
To store loose cargo (90cum temp 2c to 8c)	1	18,181						
To store loose cargo (90cum temp 0 to -20C)	1	18,181						
Ramp Vehicles	2	45,454					1	22,727

SEPARTE BUILDING FOR GOVERNMENT DEPTS (Including Customs/ Quarantine/Bank) 10000 Sqft +the surrounding area		909,090						
OFFICE SPACE (500 Sq ft) Space for UL Cargo at the Port		22,727						
IT Infrastructure	NA	350,000	NA	35,000	NA	35,000	NA	35,000
TOTAL		**4,885,716**		**123,635**		**123,635**		**296,361**

5,429,347

Airport Services investment requirements for passenger services and handling at Mattala have been separately accounted for and are summarized in **Figure 1-33** below:

Figure 1-33. Airport Services CapEx Projections at Mattala (Passenger Terminal)

Equipment	2012/13		2013/14		2014/15		2015/16	
	Units	Cost-US$	Units	Cost- US$	Units	Cost-US$	Units	Cost-US$
Tow Tug(Tow Bar less)	2	1,404,000						
Sky Loaders	6	240,000	2	80,000	2	80,000	2	80,000
JCPL	4	1,400,000	2	700,000	2	700,000	2	700,000
Container Dollies/Pallet Dollies	24	91,896						
Baggage Trolleys(Uncovered)	24	70,992						
Passenger Steps	4	420,000						
Ambulift	1	150,000						
Busses	3	1,052,178						
Baggage/Cargo Tractors	8	259,256	3	97,221	3	97,221	3	97,221
Water cart	1	80,000						
Toilet Cart	1	85,000						
Ground Power unit	2	100,728						
Air Condition unit	2	216,000						
Air starter unit (Twin)	2	680,000						
Forklift(cargo handling)	2	76,074						
Aircraft Towing Tractor			1	781,818				
IT Infrastructure	NA	220,000	NA	90,000	NA	90,000	NA	90,000
Total		6,546,124		1,749,039		967,221		967,221

10,229,605

15,658,952

Sensitivity Analysis

Sensitivities were run in the financial model to evaluate how negative revenue and cost implications would affect Airport Services' contribution to profit. The baseline numbers in **Figure 1-34** below represent the business plan financial projections of Airport Services' contribution to profit.

Figure 1-34. Airport Services Sensitivity Analysis (Effect on Contribution to Profit)

	FY2012	FY2013	FY2014	FY2015	FY2016
Baseline	35,028,455	40,982,718	44,863,448	47,631,944	49,330,763
Fixed Costs 10% Higher	34,264,674	40,034,772	43,808,605	46,518,377	48,152,287
Aircraft Turn Fee 15% Lower	29,101,251	33,965,274	37,155,874	39,454,720	40,827,019
Terminal Fee 15% Lower	34,254,148	40,061,138	43,840,789	46,552,230	48,207,606
Combination	27,563,163	32,095,749	35,078,374	37,261,440	38,525,386

The current low cost rate of the SBU is evident when looking at the impact of fixed costs rising by ten percent; the change has minimal affect on projected contribution. The situation is similar with terminal fee reductions. A fifteen percent decrease in aircraft turn fees, however, would decrease contribution from between $US 5.9 and 8.5 million annually. In the combination scenario, representing all three negative impacts occurring together, decreased contribution would be between $US 7.5 and 10.8 million annually.

SBU Level – Other SBUs

Sri Lankan Airlines operates three other SBUs that all show potential for growth but currently contribute non-material contribution to the Group financial situation. A high-level overview of these operating units can be found in **Appendix E**.

Of note is the contribution of Duty Free. It has been assumed that duty free sales will fluctuate based on the percentage of network flights operated by widebody aircraft. While sales on international narrowbody flights will certainly happen, due to space constraints, sales are likely to decline as compared to those on widebody aircraft.

Figure 1-35 summarizes the forecast contribution of the Sir Lankan Holidays, International Aviation Academy and Duty Free SBUs:

Figure 1-35. Financial Forecast for Holidays, IAA and Duty Free ($US)

Holidays	FY2012	FY2013	FY2014	FY2015	FY2016
Revenue	315,983	447,958	501,713	561,919	629,349
Expenses	106,306	159,459	172,216	189,437	208,381
Allocated OH	45,279	64,190	71,893	80,520	90,183
Contribution	164,398	224,309	257,604	291,961	330,785
IAA					
Revenue	112,028	117,629	123,510	129,686	136,170
Expenses	10,591	10,909	11,236	11,573	11,921
Allocated OH	19,895	20,890	21,934	23,031	24,182
Contribution	81,541	85,830	90,340	95,082	100,067

Duty Free					
Revenue	4,875,948	4,088,112	4,499,419	4,684,893	4,587,728
Expenses	2,957,238	2,535,846	2,773,923	2,842,818	2,789,192
Allocated OH	22,665	19,003	20,915	21,777	21,326
Contribution	1,896,044	1,533,263	1,704,580	1,820,298	1,777,210

Potential Savings from Productivity Improvements and Cost Cutting Measures

Three cost savings scenarios were designed, representing minor, moderate and more aggressive cost saving plans. It is anticipated that the savings could be realized though a mix of productivity enhancement actions, departmental cost cutting, vendor renegotiations, job consolidations, and as necessary, redundancies.

In **Figure 1-36**, savings rates shown represent cumulative annual savings targets over the five year forecast period for each cost savings scenario:

Figure 1-36. Productivity Savings Scenarios

	FY2012	FY2013	FY2014	FY2015	FY2016
Minor Improvement Scenario	**0.5%**	**1.0%**	**1.5%**	**2.0%**	**2.5%**
Major Improvement Scenario	**0.5%**	**1.5%**	**2.5%**	**3.5%**	**4.5%**
Agressive Improvement Scenario	**1.0%**	**3.0%**	**5.0%**	**7.0%**	**9.0%**

As detailed below in **Figure 1-37**, even the minor cost savings scenario would drive significant cost savings through the organization over the five year period. If the more aggressive approach is taken, savings could reach a cumulative amount of $US 114.4 million over five years. When viewed from a savings per block hour basis, adoption of such a cost savings program would average between $US 68 and 229 per block hour over the forecast period.

Figure 1-37. Productivity Savings Summary

	FY2012	FY2013	FY2014	FY2015	FY2016	Five Yr Savings
Dollar Savings						
Minor Improvement Scenario	**1,960,693**	**4,315,056**	**6,679,427**	**9,192,733**	**11,972,922**	**34,120,831**
Major Improvement Scenario	**1,960,693**	**6,472,584**	**11,132,379**	**16,087,282**	**21,551,259**	**57,204,197**
Agressive Improvement Scenario	**3,921,386**	**12,945,167**	**22,264,758**	**32,174,564**	**43,102,519**	**114,408,394**
Savings per Projected Block Hour						
Minor Improvement Scenario	**24**	**44**	**65**	**87**	**109**	**68**
Major Improvement Scenario	**24**	**65**	**108**	**152**	**197**	**115**
Agressive Improvement Scenario	**48**	**131**	**215**	**304**	**393**	**229**

A more comprehensive review of the productivity cost analysis can be found in **Appendix F**.

Financial Summary and Restructuring Overview

Fleet Restructuring Discussion

An in-depth review of fleet restructuring options was conducted to determine the optimal manner in which the proposed new fleet plan can be implemented. Buy versus lease options, and the various forms of each, were evaluated from the financial, operational and flexibility perspectives. The ultimate choice is a blended buy/lease scenario. An overview of the analytical process is summarized below:

- Structure of Overall Evaluation Process
  - Identify the refleeting requirements based on capacity needs outlined in the new route network and existing/committed fleet;
  - Evaluate three financing methods for this refleeting:
    - All-buy: all aircraft are procured new from OEM;
    - All-Lease: all aircraft are leased on an operating lease basis (assumed new for comparative purposes);
    - Blend of lease/interim lease and buy (where aircraft are bought, a leverage of 75 percent is initially assumed);
  - Evaluate effect of leverage: reconsider step two using a higher leverage of 80 -95 percent;
  - Demonstrate effects on SL Group Profit & Loss statement;
  - Derive Sources and Application of Funds resulting in an equity infusion requirement.

- Fleet Evaluation Assumptions:
  - Stabilize the fleet at 22 aircraft by the end of the Five Year Plan;
  - Achieve by FY2014/15 a mix of nine narrowbody and 13 widebody aircraft;
  - As soon as alternative widebodies are available, A340s are to be taken out of service by either sublease or lease contract termination (whichever is most beneficial to SLA).

- Three Basic Refleeting Alternatives:
  - Replace expiring leases with new leased aircraft and run a competition between lessors - primarily driven by rent, maintenance reserves, deposit requirements, operating costs, configuration and availability of aircraft (possibly leading to introducing a new aircraft type to the SLA fleet with associated introduction costs and infrastructure);
    - Organic fleet growth is accomplished by acquiring further leased aircraft.
  - Conduct a thorough aircraft and major component competition, which gives all the benefits of such process, when executed by experienced professionals, yet still preserves SLA's ability to finance through sale/leaseback:
    - Reducing operating cost of fleet;
    - Receiving guarantees and other concessions by suppliers, reducing risk significantly;
    - Increasing the fleet operational reliability as a result of reducing the age of the fleet;
    - Procuring a new product for the customer;
    - Improving availability of financing (equity and/or debt) due to new fleet.
  - A blended combination of both lease & buy methods

Through the comparison of both lease and buy scenarios, it can be observed that most of the upfront equity requirement (i.e. FY 2011/12 and FY 2012/13) comes from widebody refleeting needs. A blended lease / buy refleeting scenario may prove to be the optimal option for SLA.

Blended model assumptions:

- Buy five long range capable narrowbodies for delivery in FY2017, with options for at least four more to replace leases expiring in 2023;
- Continue to use operating leases for three A320 family aircraft until the new aircraft are delivered; these can be in part longer range versions of the A320-family;
- Buy ten widebody aircraft for delivery commencing in April 2013;
- Use operating leases for three A330 aircraft on a long term lease basis (i.e. are NOT replaced by bought aircraft), with the first aircraft to arrive in October 2011.

Group Profit and Loss Forecast

Figure 1-38 below presents the projected, consolidated Group Level profit and loss statement over the forecast period.

Figure 1-38. Consolidated SLA Group Profit and Loss Projections

	FY2011/12	FY2012/13	FY2013/14	FY2014/15	FY2015/16	FIVE YR TOTAL
Revenue						
SriLankan Airlines (Pax + Carg/Anc.)	$ 744,683,253	$ 934,696,645	$ 1,038,558,492	$ 1,103,436,933	$ 1,168,085,219	$ 4,989,460,541
SriLankan Holidays	$ 315,983	$ 447,958	$ 501,713	$ 561,919	$ 629,349	$ 2,456,923
International Aviation Academy	$ 112,028	$ 117,629	$ 123,510	$ 129,686	$ 136,170	$ 619,023
Duty Free	$ 4,875,948	$ 4,088,112	$ 4,499,419	$ 4,684,893	$ 4,587,728	$ 22,736,100
SL Engineering						
From UL (base+line)	$ 46,208,845	$ 49,208,652	$ 47,083,636	$ 48,590,012	$ 52,969,980	$ 244,061,125
From UL (management fee)	$ 3,191,667	$ 3,712,500	$ 3,762,500	$ 3,775,000	$ 3,625,000	$ 18,066,667
Training	$ 400,000	$ 412,000	$ 424,360	$ 437,091	$ 445,833	$ 2,119,283
Third Party	$ 5,542,319	$ 6,067,222	$ 5,859,434	$ 6,175,837	$ 7,260,273	$ 30,905,084
SLE Total	$ 55,342,830	$ 59,400,374	$ 57,129,930	$ 58,977,940	$ 64,301,085	$ 295,152,159
Airport Services	$ 44,771,450	$ 52,956,106	$ 58,154,353	$ 61,675,544	$ 64,139,682	$ 281,697,134
Total SBU Revenue	***$ 850,101,491***	***$ 1,051,706,824***	***$ 1,158,967,418***	***$ 1,229,466,914***	***$ 1,301,879,233***	***$ 5,592,121,881***
Expenses						
SriLankan Airlines (Pax + Carg/Anc.)						
Thereof operational	$ 817,789,144	$ 905,445,478	$ 924,650,567	$ 921,740,086	$ 916,846,390	$ 4,486,471,665
Thereof interest payments	$ -	$ -	$ 13,791,955	$ 32,081,960	$ 38,584,256	$ 84,458,170
Thereof lease payments new fleet	$ 5,295,035	$ 31,689,376	$ 36,673,872	$ 44,216,748	$ 46,202,194	$ 164,077,225
SL Airline Total Cash Expense	$ 823,084,180	$ 937,134,853	$ 975,116,394	$ 998,038,794	$ 1,001,632,839	$ 4,735,007,060
Depreciation A330 current fleet - cabin only	$ 1,754,402	$ 1,754,402	$ 1,640,842	$ 1,073,042	$ 1,073,042	
Depreciation new Narrowbody fleet (excl. reconfig. & upgrades)	$ -	$ -	$ -	$ -	$ -	$ -
Depreciation new Widebody fleet (excl. reconfig. & upgrades)	$ -	$ -	$ 16,445,958	$ 39,179,682	$ 48,966,861	$ 104,592,500
SL Airline Total Cash + Non-cash Expense	$ 824,838,581	$ 938,889,255	$ 993,203,194	$ 1,038,291,518	$ 1,051,672,742	$ 4,846,895,290
SriLankan Holidays	$ 106,306	$ 159,459	$ 172,216	$ 189,437	$ 208,381	$ 835,799
International Aviation Academy	$ 10,591	$ 10,909	$ 11,236	$ 11,573	$ 11,921	$ 56,231
Duty Free	$ 2,957,238	$ 2,535,846	$ 2,773,923	$ 2,842,818	$ 2,789,192	$ 13,899,018
SL Engineering						
Fixed	$ 19,204,579	$ 20,951,326	$ 20,528,014	$ 21,610,085	$ 23,979,785	$ 106,273,788
UL Variable/Materials	$ 13,167,523	$ 14,350,848	$ 14,046,928	$ 14,772,734	$ 16,376,511	$ 72,714,544
Third Party Variable/Materials	$ 1,363,887	$ 1,391,199	$ 1,185,445	$ 1,247,527	$ 1,620,537	$ 6,808,594
SLE Total	$ 33,735,988	$ 36,693,373	$ 35,760,386	$ 37,630,345	$ 41,976,834	$ 185,796,926
Airport Services	$ 7,962,104	$ 9,844,701	$ 11,010,585	$ 11,673,488	$ 12,339,528	$ 52,830,405
Total SL Airline plus SBU Expenses	***$ 869,610,809***	***$ 988,133,543***	***$ 1,042,931,541***	***$ 1,090,639,179***	***$ 1,108,996,597***	***$ 5,100,313,669***
Allocated Overhead Costs						
SriLankan Airlines - overhead only (no other admin)	$ 28,970,884	$ 33,091,709	$ 34,706,807	$ 35,540,121	$ 36,183,420	$ 168,492,941
SriLankan Holidays	$ 45,279	$ 64,190	$ 71,893	$ 80,520	$ 90,183	$ 352,066
International Aviation Academy	$ 19,895	$ 20,890	$ 21,934	$ 23,031	$ 24,182	$ 109,932
Duty Free	$ 22,665	$ 19,003	$ 20,915	$ 21,777	$ 21,326	$ 105,687
SL Engineering	$ 1,725,793	$ 1,859,996	$ 1,800,212	$ 1,871,843	$ 2,051,419	$ 9,309,263
Airport Services	$ 1,780,892	$ 2,128,687	$ 2,280,320	$ 2,370,112	$ 2,469,390	$ 11,029,403
Total Allocated Overhead	***$ 52,565,409***	***$ 37,184,476***	***$ 38,902,082***	***$ 39,907,404***	***$ 40,839,920***	***$ 189,399,291***
Total Cost	***$ 902,176,217***	***$ 1,025,318,018***	***$ 1,081,833,623***	***$ 1,130,546,584***	***$ 1,149,836,518***	***$ 5,289,712,960***
Contribution to Profit						
SriLankan Airlines (incl. Depreciation)	$ -109,126,212	$ -37,284,320	$ 10,648,491	$ 29,605,294	$ 80,229,057	$ -25,927,689
SriLankan Holidays	$ 164,398	$ 224,309	$ 257,604	$ 291,961	$ 330,785	$ 1,269,058
International Aviation Academy	$ 81,541	$ 85,830	$ 90,340	$ 95,082	$ 100,067	$ 452,860
Duty Free	$ 1,896,044	$ 1,533,263	$ 1,704,580	$ 1,820,298	$ 1,777,210	$ 8,731,396
SL Engineering	$ 19,881,048	$ 20,847,005	$ 19,569,332	$ 19,475,752	$ 20,272,832	$ 100,045,970
Airport Services	$ 35,028,455	$ 40,982,718	$ 44,863,448	$ 47,631,944	$ 49,330,763	$ 217,837,327
SL GROUP Profit (cash + non-cash, excl. Catering)	$ 52,074,726	$ 26,388,806	$ 77,133,295	$ 98,920,330	$ 152,030,715	$ 402,409,921
Net Income from Catering	$ 7,741,248	$ 6,851,005	$ 7,330,575	$ 7,623,798	$ 7,928,750	$ 37,475,376
SL GROUP Profit (cash + non-cash, incl. Catering)	$ 44,333,478	$ 33,239,810	$ 84,464,370	$ 106,544,128	$ 159,969,465	$ 439,884,297

The forecast financials include costs associated with refleeting, and hence differ from that presented in Figure 1-14, which represent a more steady-state operating environment based on historical cost ratios. To remain consistent with current protocols, the net contribution to profit from the Group's holdings in SriLankan Catering (Pvt) Ltd are also accounted for. In FY 2012, all of catering's contribution to profit is included. In all other years, their projected contribution is discounted by 25 percent, assuming that this portion of SriLankan Catering (Pvt) Ltd's profit will be distributed to outside shareholders.

Group level operating losses of $US 44.3 million are projected in FY2012 but are projected to turn profitable by FY2013 on reduced losses from airline operations and strong SBU contributions. When viewed over the five year forecast period, the Group is forecast to produce $US 339.9 million in operating profit.

Capital Expenditures and Sources and Applications of Funds

Figure 1-39 presents the Sources and Applications of Funds projections over the five year forecast period. From the application perspective, it includes equity funding requirements for the refleeting efforts, a summary of the capital expenditures outlined above as well as other corporate cash requirements. Sources are limited to Group level profitability and equity infusion requirements.

While there is a potential $US 44 million upside from the anticipated partial IPO of SriLankan Catering (Pvt) Ltd, for conservatism, this amount has not been included in the financial evaluation, but it would provide a significant benefit if realized.

Figure 1-39. Sources and Applications of Funds

SOURCES AND APPLICATION OF FUNDS (BLEND)	FY2011/12	FY2012/13	FY2013/14	FY2014/15	FY2015/16	FIVE YR TOTAL
FUNDING REQUIREMENTS						
1. Capital Expenditure						
SriLankan Airline						
Equity funding requirement for Refleeting (Generic AC Blend						
Scenario - bought AC only) including current year cabinmod ($1.3m)	$ -14,719,254	$ -43,630,877	$ -90,152,956	$ -44,927,987	$ -36,776,892	$ -230,207,966
SriLankan SBU's						
Information Technology	$ -3,710,000	$ -5,332,000	$ -3,894,000	$ -3,258,000	$ -2,958,000	$ -19,152,000
SL Engineering	$ -	$ -9,750,000	$ -9,581,667	$ -5,616,667	$ -1,991,667	$ -26,940,000
Mattala	$ -	$ -6,546,124	$ -1,749,039	$ -967,221	$ -967,221	$ -10,229,605
Mattala - Cargo	$ -	$ -4,885,716	$ -123,635	$ -123,635	$ -296,361	$ -5,429,347
Airport Services - Rathmalana	$ -	$ -800,364	$ -36,000	$ -303,221	$ -351,000	$ -1,490,585
Airport Services - BIA	$ -3,104,132	$ -3,958,490	$ -3,377,265	$ -5,709,265	$ -1,722,035	$ -17,871,187
Total Equity funding requirement by SBUs	$ -6,814,132	$ -31,272,694	$ -18,761,606	$ -15,978,009	$ -8,286,284	$ -81,112,724
Total CAPEX	$ -21,533,386	$ -74,903,571	$ -108,914,562	$ -60,905,995	$ -45,063,176	$ -311,320,690
2. Capitalised Cost of Engines Overhauls - current fleet only	$ -	$ -	$ -	$ -	$ -	$ -
3a. Maintenance Reserves (Net of Recoveries) - current fleet - reflected in	$ -	$ -	$ -	$ -	$ -	$ -
3b. Maintenance Reserves (Net of Recoveries) - new fleet - reflected in AC	$ -	$ -	$ -	$ -	$ -	$ -
4. Increase in Inventories (from original BP)	$ -8,333,333	$ -3,333,333	$ -3,333,333	$ -5,000,000	$ -5,000,000	$ -24,999,999
5. Increase in Trade Receivables	$ -32,544,000	$ -15,549,000	$ -11,584,000	$ -9,375,000	$ -9,375,000	$ -78,427,000
6. Increase in Trade Payables (from original BP)	$ 14,630,000	$ 10,676,000	$ 4,785,000	$ 4,377,000	$ 4,377,000	$ 38,845,000
7. Repayment of Interest Bearing Liabilities - Foreign Loans	$ -	$ -	$ -10,942,371	$ -26,843,340	$ -35,060,727	$ -72,846,438
8. Repayment of Interest Bearing Liabilities - Local Loans (FY2012/13 ff fn	$ -40,000,000	$ -3,000,000	$ -3,000,000	$ -3,000,000	$ -3,000,000	$ -52,000,000
Total Funding Requirement	$ -87,780,719	$ -96,109,904	$ -132,989,266	$ -100,747,336	$ -93,121,902	$ -500,749,127
SOURCES OF FUNDS						
1. SL GROUP EQUITY INFUSION REQUIREMENT (BLEND)	$ 287,000,000	$ 183,000,000	$ 40,000,000	$	$	$ 510,000,000
2. Proceeds of IPO of subsidiary (potential of $ 44m indicated)	$ -	$ -	$ -	$ -	$ -	$ -
3. Proceeds from Disposal of Property, Plant and Equipment (from origin	$ -	$ -	$ -	$ -	$ -	$ -
4. Proceeds from Interest Bearing Loans and Borrowings (from original BI	$ -	$ -	$ -	$ -	$ -	$ -
5. SL GROUP Profit adjusted for non-cash items	$ -42,579,076	$ 34,994,212	$ 102,551,170	$ 146,796,852	$ 210,009,368	$ 451,772,527
Total Funding Available	$ 244,420,924	$ 217,994,212	$ 142,551,170	$ 146,796,852	$ 210,009,368	$ 961,772,527
NET INCREASE IN CASH	$ 156,640,205	$ 131,884,308	$ 9,561,905	$ 46,049,516	$ 116,887,466	
Cash Balance Brought Forward	$ -53,500,000	$ 103,140,205	$ 235,024,513	$ 244,586,418	$ 290,635,934	
CASH BALANCE CARRIED FORWARD	$ 103,140,205	$ 235,024,513	$ 244,586,418	$ 290,635,934	$ 407,523,400	

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සියලුම අමාත්‍යාංශ ලේකම්වරුන්,
පළාත් සභාවල ප්‍රධාන ලේකම්වරුන්,
රජයේ සංස්ථා හා ව්‍යවස්ථාපිත මණ්ඩල,
සම්පූර්ණයෙන් රජයට අයත් සමාගම්, සහ
පළාත් පාලන ආයතන ප්‍රධානීන් වෙත.

රජයේ ප්‍රසම්පාදන මාර්ගෝපදේශ සංග්‍රහය - 2006

රජයේ ප්‍රසම්පාදන ක්‍රියාවලියේ විනිවිදභාවය වැඩිදියුණු කිරීම සඳහාත්, ප්‍රමාදයන් අවම කිරීම සඳහාත්, ජනතාව සඳහා මුල්‍යමය වශයෙන් වඩාත්ම වාසිදායක සහ ගුණාත්මක භාවයෙන් ඉහළම වැඩ සහ සැපයුම් ලබා ගැනීම සඳහාත් අමාත්‍ය මණ්ඩලයේ අනුමතිය සහිතව රජයේ ප්‍රසම්පාදන මාර්ගෝපදේශ සංග්‍රහය 2006 නිකුත් කරනු ලැබේ.

රජයේ ටෙන්ඩර් කාර්යය පටිපාටිය පිළිබඳ මාර්ගෝපදේශ සංග්‍රහය (ප්‍රතිශෝධන මුද්‍රණය 1997) විදේශීය මුල්‍යාධාර සැපයීමේ නියෝජ්‍යායතන විසින් ආධාර කරනු ලබන ව්‍යාපෘති සඳහා වූ රජයේ ටෙන්ඩර් කාර්යය පටිපාටිය (ප්‍රතිශෝධන මුද්‍රණය 2000) සහ 2005.10.20 දින දක්වා නිකුත් කරන ලද රජයේ ටෙන්ඩර් කාර්යය පටිපාටිය පිළිබඳ මාර්ගෝපදේශ සංග්‍රහයට අදාළ භාණ්ඩාගාර චක්‍රලේඛ මෙයින් අවලංගු කරනු ලබන අතර ඒ වෙනුවට මෙම මාර්ගෝපදේශ සංග්‍රහය බලපැවැත්වේ.

දැනට බලපවත්නා මාර්ගෝපදේශ සංග්‍රහය මෙන් නොව, මෙම මාර්ගෝපදේශ සංග්‍රහය සංවර්ධක දෙකකින් යුක්ත ය. එනම් මාර්ගෝපදේශ සංග්‍රහය සහ අත්පොත වේ. අත්පොත වෙනම නිකුත් කරනු ලැබේ. උපදේශකයන් නෝරා ගැනීම සහ සේවයේ නියුක්ත කරවීම හැර භාණ්ඩ, වැඩ සහ සේවා පිළිබඳ සියලු ප්‍රසම්පාදන සම්බන්ධයෙන් මෙම මාර්ගෝපදේශ සංග්‍රහයේ විධිවිධාන 2006.03.01 දින සිට බලාත්මක වේ. මෙම මාර්ගෝපදේශ සංග්‍රහය බලාත්මකවීමේ දිනයට පසුව ලංසු කැඳවීමේ ලේඛන හෝ පූර්ව සුදුසුකම් පරීක්ෂා කිරීමේ ලේඛන නිකුත් කරනු ලැබ ඇති දැනට ක්‍රියාත්මක වන ටෙන්ඩර් සඳහා මෙම මාර්ගෝපදේශ සංග්‍රහය අදාළ වේ.

විදේශ අරමුදල් සපයනු ලබන ව්‍යාපෘති සඳහා ද ප්‍රයෝජනයට ගැනීම පිණිස රජයේ ප්‍රසම්පාදන මාර්ගෝපදේශ සංග්‍රහය උපරිම ප්‍රමාණයෙන් අනුකූල වන බවට සහතික වීම පිණිස, මෙම මාර්ගෝපදේශ සංග්‍රහය. ලෝක බැංකුව (World Bank - WB), ආසියානු සංවර්ධන බැංකුව (Asian Development Bank - ADB), සහ ජාත්‍යන්තර සහයෝගිතාව සඳහා වූ ජපන් බැංකුව (Japan Bank for International Corporation - JBIC), වැනි ප්‍රධාන පෙළේ අරමුදල් සැපයීමේ නියෝජ්‍යායතන හා සහයෝගිතාවයෙන් කෙටුම්පත් කරනු ලැබ ඇත.

මෙම මාර්ගෝපදේශ සංග්‍රහය හඳුන්වාදීම සඳහා රාජ්‍ය අංශයේ නිලධාරයන් සඳහා වූ පුහුණු වැඩසටහන් මාලාවක් පැවැත්වීමට ජාතික ප්‍රසම්පාදන නියෝජ්‍යායතනය විසින් පියවර ගෙන ඇත.

රාජ්‍ය ආයතන අතර බෙදාහැර ඇති සහ (www.npa.gov.lk) නමැති ජාතික ප්‍රසම්පාදන ආයතනයේ වෙබ් අඩවියේ ඇතුළත් කර ඇති ජාතික ප්‍රසම්පාදන නියෝජ්‍යායතනයේ පුහුණු කිරීම් දින දර්ශනය - 2006 හි පුහුණු වැඩසටහන් පිළිබඳ විස්තර දක්වා ඇත.

මෙම මාර්ගෝපදේශ සංග්‍රහය නිකුත් කර ඇත්තේ හාන්ඩාගාරයේ එකඟත්වය ඇතිව ය. මෙම මාර්ගෝපදේශ සංග්‍රහය - 2006 පිළිබඳ යම් පැහැදිලි කිරීමක්/අර්ථ නිරූපණයක් අවශ්‍යවේ නම් ඒවා ජාතික ප්‍රසම්පාදන නියෝජ්‍යායතනයෙන් ලබාගත හැකි ය.

දයා ලියනගේ,
සභාපති/ප්‍ර.වි.නි.,
ජාතික ප්‍රසම්පාදන නියෝජ්‍යායතනය.

ආකෘති පිටපම FORM 41

CERTIFIED COPY
COMPANY SECRETARY
SRILANKAN AIRLINES LIMITED
DATE: 28/07/2016

ශ්‍රී ලංකා ප්‍රජාතාන්ත්‍රික සමාජවාදී ජනරජය
இலங்கைச் சனநாயக சோசலிசக் குடியரசு
DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

සමාගමේ නව අංකය
கம்பனி புதிய இலக்கம்
New No. of Company

පී	බී	67	
P	B		

සමාගමේ පෙර අංකය
கம்பனி பழைய இலக்கம்.
Old No. of Company

පීබීඑස් 1020
PBS

2007 අංක 7 දරණ සමාගම් පනත
2007 ஆம் ஆண்டின் 7ஆம் இலக்கக் கம்பனிகள் சட்டம்
The Companies Act, No. 7 of 2007

සංස්ථාගත කිරීමේ සහතිකය
கம்பனியின் கூட்டிணைப்புச் சான்றிதழ்
CERTIFICATE OF INCORPORATION

(485 (6) වන වගන්තිය අනුව)
(பிரிவு 485 (6) இன் பிரிகாரம்)
(Pursuant to Section 485 (6))

සීමාසහිත ශ්‍රීලන්කන් එයාර්ලයින්ස් ලිමිටඩ්

.....(පවතින සමාගමක් වූ) සමාගම් 2007 අංක 7 දරණ සමාගම් පනත යටතේ

සංස්ථාගත කරනු ලැබූ ලෙස සීමාසහිත .....සමාගමක් වශයෙන් ලියාපදිංචි කළ බවත් ඉහත යෙදෙන් කර ඇති නව

අංකය යෙදූ බවත්. එය සමාගම් ලේඛනයෙහි ඇතුළත් කළ බවත් මම මෙයින් සහතික කරමි.

දෙදහස් හත ක්වූ නොවැම්බර් මස 9 වන මෙදින කොළඹ දී අත්සන් කොට දුනිමි

.....

கம்பனி 2007 ஆம் ஆண்டின் 7ஆம் இலக்க கம்பனிகள் சட்டத்தின் கீழ் கூட்டிணைக்கப்பட்டவாறு பதிவுசெய்யப்படும் என்பதுடன்

மேற்போந்த புதிய கம்பனி இலக்கம் ஒதுக்கப்பட்டு கம்பனிகளின் இடாப்பில் பதிவுசெய்யப்பட்டுள்ளது என இத்தால் சான்றளிக்கின்றேன்.

இரண்டாயிரத்து .....ஆம் ஆண்டு.....மாதம்.....ஆந் திகதியன்று

கொழும்பில் என்னால் கைச்சாத்திட்டுக் கொடுக்கப்பட்டது.

I hereby certify that SRILANKAN AIRLINES LIMITED

(an existing Company) is this day registered as a Limited Company as if it is incorporated

under the Companies Act, No. 7 of 2007 and that the above mentioned new number has been assigned to it and entered in the

Register of Companies.

Given under my hand at Colombo, this 9th day of November Two Thousand Seven.

.....
සමාගම් රෙජිස්ට්‍රාර් ජනරාල්
கம்பனிகள் - பதிவாளர் நாயகம்
Registrar-General of Companies

ඒ 22640—10,000(77/05) ශ්‍රී ලංකා රජයේ මුද්‍රණ දෙපාර්තමේන්තුව

සමාගම
கொம்பனிகள்
Companis
(F2 o.d.S., T. & E.) 4/64

CERTIFIED COPY
COMPANY SECRETARY
SRI LANKAN AIRLINES LIMITED
DATE: 28/07/2016

ශ්‍රී ලංකා
இலங்கை
SRI LANKA

සමාගමේ අංකය
கொம்பனியின் இல.
No. of Company
පීබීඑස්, 1020
PBS.

සමාගම් ආඥාපනත (145 අධිකාරය)
கொம்பனிகள் கட்டளைச்சட்டம் (145 ம் பிரிவு)
The Companies Ordinance, (Cap. 145)

සීමාසහිත සමාගම
வரைவுள கொம்பனி
LIMITED COMPANY

සංස්ථාවක් ලෙස නීතිගත කළ බවට දෙන සහතිකය
இணைப்புச் சான்றிதழ்
CERTIFICATE OF INCORPORATION

(14 (1) වැනි වගන්තිය අනුවයි)
(14 (1) ஆம் பிரிவுக்கிணங்க)
(*Pursuant to Section* 14 (1))

~~සීමාසහිත~~ එයාර් ලංකා ලිමිටඩ් xxx xxx xxx xxx xxx xxx xxx xxx xxx xxx xxx ~~සමාගම~~ සමාගම් ආඥාපනත යටතේ (145 අධිකාරය) අද දින සංස්ථාවක් ලෙස නීතිගත කළ බවත් ඒ සමාගම සීමාසහිත සමාගමක් බවත් මම මෙයින් සහතික කරමි.

..... லிமிற்றெட் என்னும் கொம்பனி, கொம்பனிகள் கட்டளைச்சட்டத்தின் கீழ் (145 ம் பிரிவு) இன்று இணைக்கப்படுகிறது என்றும் அக்கொம்பனி வரைவுளது என்றும் இத்தால் சான்றளிக்கின்றேன்.

I Hereby Certify that AIR LANKA xxx xxx xxx xxx xxx xxx xxx xxx Limited is this day incorporated under the Companies Ordinance, (Cap. 145) and that the Company is Limited.

වර්ෂ එක්දහස් නවසිය හැත්තෑ නවය ක්වූ ජනවාරි මස [illegible] වැනිදා වන මෙදින කොළඹ දී අත්සන් කොට දුනිමි.

ஆயிரத்துத்தொள்ளாயிரத்தாறு ..... ஆம் ஆண்டு ..... மாதம் ..... ஆம் திகதி ஆகிய இன்று கொழும்பில் [illegible] கையொப்பமிட்டுக் கொடுக்கப்பட்டது.

Given under my hand at Colombo, this [illegible] day of JANUARY One thousand Nine hundred and SEVENTY NINE

[redacted]

සමාගම් රෙජිස්ට්‍රාර්.
கொம்பனிகள் பதிவாளர்.
Registrar of Companies.

Company } පබ්එස් 1020
PBS 1020

ආකෘතිය / பத்திரம் / Form } 65A/65B

CERTIFIED COPY
COMPANY SECRETARY
SRILANKAN AIRLINES LIMITED
DATE: 28/07/2016

ශ්‍රී ලංකා ප්‍රජාතාන්ත්‍රික සමාජවාදී ජනරජය/ இலங்கை ஜனநாயக சோஷலிசக் குடியரசு / THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

1982 අංක 17, සමාගම් පනත / 1982 இல. 17, கொம்பனி பதிவு / Companies Act, No. 17, 1982

(20 වැනි වගන්තිය ප්‍රකාර) සීමාසහිත සමාගමකට නිකුත් කරන සංස්ථාගතකිරීමේ සහතිකය

1938 සමාගම් ආඥා පනත (145 අධිකාරය) යටතේ ලියාපදිංචි කරන ලද ..... එයාර් ලංකා ලිමිටඩ්. ..... ලිමිටඩ්

ස්වකීය නාමය සමාගම් පනතේ 20 වැනි වගන්තිය ප්‍රකාර ..... ශ්‍රීලන්කන් එයාර්ලයින්ස් ලිමිටඩ්. ..... ලිමිටඩ්

වශයෙන් එකී වගන්තිය යටතේ විධිවිධාන අනුව වෙනස් කරන ලදින්, එම සමාගම ..... ශ්‍රීලන්කන් එයාර්ලයින්ස් ලිමිටඩ්. ..... ලිමිටඩ්

වශයෙන් අද දින සංස්ථාගත කළ බැව් සහතික කරමි. සමාගම සීමාසහිත සමාගමක් බවද සහතික කරමි.

(20 ஆம் பிரிவைப் பின்தொடர்ந்து) வரையறுக்கப்பட்ட கம்பனியொன்றிற்கு வழங்கப்பட்ட கூட்டிணைப்புச் சான்றிதழ்

கூறப்பட்ட பிரிவின் ஏற்பாடுகளுக்கேற்ப ..... லிமிட்டெட் என தனது

பெயரை மாற்றிய ..... கீழ் பதிவுசெய்யப்பட்ட கம்பனியொன்றான .....

..... லிமிட்டெட் இன்று இதற்கிணங்க ..... லிமிட்டெட் எனக் கூட்டிணைக்கப்

பட்டுள்ளதென இத்தால் கம்பனிகள் சட்டத்தின் 20 ஆம் பிரிவின் கீழ் நான் உறுதிப்படுத்துகிறேன். கூறப்பட்ட கம்பனியை லிமிட்டெட் எனவும் இத்தால் உறுதிப்படுத்துகிறேன்.

CERTIFICATE OF INCORPORATION ISSUED TO A LIMITED COMPANY (PURSUANT TO SECTION 20)

I hereby certify under Section 20 of the Companies Act that AIR LANKA LIMITED

a company registered under the Companies Ordinance (Cap. 145) 1938 having changed its name to SRILANKAN AIRLINES LIMITED

= ~~Limited~~, in accordance with the Provisions of the said Section, is this day accordingly incorporated as SRILANKAN AIRLINES LIMITED

the said company is Limited. ~~Limited~~. And I do hereby certify that

වර්ෂ එක්දහස් නවසිය අනූනවයක් වූ මැයි මස 7 වැනි දින කොළඹ දී අත්සන් කර දුනිමි.

ஆயிரத்துத்தொளாயிரத்து ..... ஆம் ஆண்டு ..... மாதம் ..... நாளன்று என்னால் ஒப்பமிடப்பட்டுக் கொடுக்கப்பட்டது.

Given under my hand at Colombo this Seventh day of May One Thousand Nine Hundred and Ninety Nine.

සමාගම් රෙජිස්ට්‍රාර්/கொம்பனி பதிவாளர்/ Registrar of Companies

ර.ඉ.නි.ස - 96807

361



Articles of Association

of

SriLankan Airlines Limited

1979

(Reprint embodying all amendments effected up to August 2008)

CERTIFIED COPY

COMPANY SECRETARY
SRILANKAN AIRLINES LIMITED
DATE: 28/7/2016.

SriLankan

Articles of Association

of

SriLankan Airlines Limited

1979

(Reprint embodying all amendments effected up to August 2008)

Articles of Association

of

SriLankan Airlines Limited

(As adopted by a Special Resolution passed at an Extraordinary General Meeting held on 19 August 2008)

PRELIMINARY

1. The Model Articles contained in the First Schedule to the Companies Act No.7 of 2007, shall not apply to the Company, which shall be governed by the regulations contained in these Articles but subject to repeal, alteration or addition by Special Resolution. First Schedule not to apply.

2. In These Presents, if not inconsistent with the subject or context, the words shall bear the following meanings set out herein: Interpretation

Act	Means the Companies Act No.7 of 2007 and all amendments thereto including all regulations;
Annual General Meeting	Shall have the same meaning as given in Article 48 of These Presents;

Board	Means the Directors for the time being of the Company and where the context so admits or requires Alternate Directors;
Chairman	Means the person so appointed by the Government under Article 79 of These Presents for the time being;
Company	Means SriLankan Airlines Limited;
Debenture	Includes debenture stock and debenture stockholder;
Director	Means the persons appointed under Article 79 for the time being including an alternate Director where the context so requires;
Distribution	Shall have the same meaning as set out in the Act;
Dividend	Shall have the same meaning as set out in the Act;
Extraordinary General Meeting	Shall have the same meaning as given in Article 48 of These Presents;
General Meeting	Shall have the same meaning as given in Article 48 of These Presents;
Government	Means the Government of the Democratic Socialist Republic of Sri Lanka as a Member acting through the Secretary to the Treasury;
Member	Means any Member of the Company for the time being;
Month	Means a calendar month;
Ordinary Resolution	Means a resolution that is approved by a simple majority of the votes of those Members entitled to vote and voting on the question;
Seal	Means the common seal of the Company;

Secretary	Means and includes any individual firm or company appointed by the Board to perform any of the duties of the Secretary;
Special Resolution	Means a resolution passed in accordance with the Section 143 of the Act;
These Presents	Means these Articles of Association as presently framed or as from time to time altered by Special Resolution;
Working Day	Means any day other than a Saturday, Sunday, public holiday or bank holiday in Sri Lanka;
Year	Means a calendar year.

Words importing the singular number only shall include the plural and vice versa and words importing the masculine gender shall include the feminine gender and words importing persons shall include corporate bodies.

Save as aforesaid, any words or expressions defined in the Act shall, if not inconsistent with the subject or context, bear the same meaning in These Presents.

The marginal notes are inserted for convenience only and shall not affect the construction of These Presents.

OBJECTS OF THE COMPANY

3. The objects for which the Company is established are :

(i) To carry on business as international and or domestic airline or air transport undertaking and to operate air transport services for passengers and cargo and mail and to undertake any allied and ancillary services in the Republic of Sri Lanka or any part of the world and/or to and from the Republic of Sri Lanka and within the Republic of Sri Lanka and any part of the world including intermediate points or otherwise howsoever whether scheduled, non scheduled or on charter terms and to undertake flights for the purposes which the Company may consider necessary including purposes of aerial survey and to do anything which is calculated to facilitate or is incidental or conducive to the same.

(ii) To carry on the business of providing ground handling services at aerodromes and acting as ground handling agents in aerodromes in Sri Lanka and overseas.

(iii) To maintain and operate flight kitchens.

(iv) To carry on, secure, maintain and provide aircraft engineering work and services, which shall include but not be limited to aircraft checks, maintenance of aircraft, engines, overhaul of engines and components and other related equipment for other international, local, domestic airlines or customers.

(v) To identify, source markets, provide, arrange, facilitate, reserve, arrange inbound and outbound, destination development, holiday packages with or without air transportation for locals, tourists and other travelers in hotels, resthouses, guest houses and other places providing lodging and refreshment, accommodation, ground transportation, sight seeing and entertainment.

(vi) To secure the fullest development, consistent with the economy, of efficient air transport services to be operated by the Company, and to ensure that such services are operated at reasonable charges.

(vii) To enter into arrangements, agreements or contracts for establishing or maintaining air transport services to be operated, in collaboration with the Company or otherwise, with other persons, companies or air lines in Sri Lanka or elsewhere or any arrangements for the pooling of receipts or profits with other persons operating air transport services.

(viii) To undertake and to make arrangements for the instruction and training in matters connected with air transport of persons employed, or desirous of being employed, whether as management staff, cock-pit crew, cabin crew, ground engineering crew or traffic staff or in any other capacity, either by the Company or by other persons.

(ix) To enter into arrangements and agreements as may be necessary to interline passengers and cargo with other airlines.

(x) To provide all or any required services to aircraft of any airline in Sri Lanka or elsewhere.

(xi) To purchase, acquire, take or give out on hire aircraft, hovercraft and parts of aircraft and aircraft engines equipment and accessories and to carry out maintenance, repair and overhaul of aircraft.

(xii) To acquire and maintain all such plant and machinery, vehicles and other goods or equipment as may be required for any specific purposes herein before specified.

(xiii) To act as agents or general sales agents for any other undertaking engaged in the provision of air transport services or in other activities of a kind which the Company has power to carry on.

(xiv) To enter into any agreements with any Government or authorities supreme or local or otherwise that seem conducive to the Company's objects or any of them and to obtain from any such Government or authorities any rights, privileges and concessions which the Company may think desirable to obtain and to carry out, exercise and comply with such arrangements, rights, privileges and consequences.

(xv) To enter into contracts with hotels for accommodation of passengers, crew and other personnel or otherwise and provide facilities for their transport to and from aerodromes, and for the collection, delivery and storage of baggage and freight; and to make, with persons carrying on the business of providing any facilities for passengers, crew or other personnel or freight, in connection with air transport services, arrangements for the provision of such facilities.

(xvi) To carry on all or any of the business of transport cartage and haulage contractors garage proprietors, owners and charterers of road vehicles, aircraft and ships, tugs, barges and boats of every description, lightermen and carriers of goods and passengers by road, rail, water or air forwarding transport and commission agents, customs agents, stevedores, wharfingers, cargo superintendents, packers, hauliers, warehousemen, storekeepers, engineers, electricians and job masters.

(xvii) To carry on business as proprietors of restaurants, refreshment and tea rooms, cafes and snack bars, and as caterers and contractors in all its respective branches, bakers, confectioners, tobacconists, butchers, fishmongers, milk sellers, butter sellers, dairymen, grocers, poulterors, green-grocers, farmers, ice merchants, and ice cream manufacturers, to manufacture, buy, sell, refine, prepare, grow, import, export, and deal in provision of all kinds both wholesale and retail and whether solid or liquid and to establish and provide all kinds of conveniences and attractions for customers and others and in particular reading, writing and smoking rooms, lockers and safe deposits, telephones and telegraphs, clubs, stores, shops and lavatories.

(xviii) To carry on the business of hotel, restaurant, cafe, tavern, beer-house and lodging house keepers, licenced victuallers, wine, beer and spirit merchants, brewers, maltseers, distillers, importers, and manufacturers of aerated, mineral and artificial waters and other drinks, purveyors, caterers for public amusements, importers and brokers of food, live and dead stock and local and foreign produce of all descriptions, hair-dressers, perfumers, chemists, proprietors of clubs, baths, dressing rooms, laundries, newspaper rooms, libraries, grounds and places of amusement recreation, sport entertainment and instructions of all kinds, agents for railway, shipping and airline companies and carriers, theatrical and opera box office proprietors, entrepreneurs and general agents and any other business which can be conveniently carried on in connection therewith.

(xix) To carry on the business of soda fountains, aerated waters and to manufacture, buy, sell, improve, treat, preserve, refine, aerate, mineralise, bottle and otherwise deal in mineral and aerated waters and other liquids of every description.

(xx) To purchase, take on lease or rent or in exchange, hire, or otherwise acquire, rent out or lease out any land or lands or any share or shares thereof and any buildings, machinery, implements, tools, live and dead stock stores, effects and other property, real or personal, movable or immovable of any kind, and any contracts, rights, easements, privileges or concessions in the Republic of Sri Lanka or elsewhere which may be thought necessary or convenient for the purpose of the company's business or any branch or department thereof.

(xxi) To carry on business as proprietors or lessees of houses, bungalows, flats, hotels, warehouses, stores, shops, offices, clubs, cinemas, restaurants, theatres, and other buildings to let them or any of them or apartments therein, to provide clean, comfortable accommodation for the tenants and occupiers thereof and other persons and to carry on any business which can be conveniently carried on in connection with any of these objects.

(xxii) To borrow or receive on loan money for the purposes of the Company upon the security of cash or credit bonds or the hypothecation or mortgage of the Company's property or any part or parts thereof or otherwise, as shall be thought most expedient and in particular by the issue of debentures, debenture stocks, bonds to bearer or otherwise and either at par, premium or discount and either redeemable, irredeemable or perpetual either charged upon all or any part of the Company's present or future property (including uncalled capital) or not so charged, as shall be thought best.

(xxiii) To give any guarantee in relation to mortgages, loans, investments and securities whether made or effected, or acquired, through the Company's agency or otherwise, and generally to guarantee or become surety for the performance of any contracts or obligations of the Company or of its customers or other persons or corporations having dealings with the Company or where the business or undertakings the Company is interested, whether directly or indirectly.

(xxiv) To receive money on deposit or loan upon such terms as the Company may approve or to guarantee the obligations and contracts of customers and others.

(xxv) To lend money to such persons or companies and on such terms as may seem expedient, and in particular to customers and others having dealings with the Company, and to guarantee the performance of contracts by any such persons or companies.

(xxvi) To provide for the welfare of persons employed or previously employed and/or the wives, widows and/or families or dependants of such persons, by grants of money or of pensions, or provident funds, or other and, or otherwise as the Company may think fit.

(xxvii) To subscribe to or otherwise aid benevolent, charitable national or other institutions or objects of a public character (whether local or general) which have any moral or other claim to support or aid by the Company by reason of the locality of its operations, or institutions, or funds or objects and in such cases as may seem expedient.

(xxviii) To make pecuniary grants by way of donations, subscriptions, or otherwise, and to support and subscribe to any national, public, educational, cultural, charitable, benevolent, political or religious object and organization which the Company may think desirable.

(xxix) To draw, make, accept, endorse, negotiate, discount, execute, and issue bills of lading, warrants, bills of exchange, promissory notes, and other transferable or negotiable instruments, and to open banking accounts for the Company.

(xxx) To invest money at interest on the security of freehold and leasehold land, stock stations, wool, cattle, shares, securities, merchandise and other property in Sri Lanka or elsewhere and generally to lend and advance money to such persons and upon such terms and subject to such conditions as may seem expedient.

(xxxi) To pay for lands, real and personal, immovable or movable, estate, property and assets of any kind in the Republic of Sri Lanka in any part of the world acquired or to be acquired by the Company, or for any service rendered or to be rendered to the Company and generally to pay or discharge any consideration to be paid or given by the Company in money or in shares of debentures or debenture stock or obligations of the Company or partly in one way and partly in another or otherwise howsoever with power to issue any shares either fully or partly paid up for such purpose.

(xxxii) To accept as consideration for the sale or disposal of any lands, real and personal, immovable or movable estate property and assets of the Company of any kind sold or otherwise disposed of by the Company, or in discharge of any other consideration to be received by the Company in money or in shares (whether wholly or partly paid up) of any Company, or the mortgage debentures or obligations of any Company or person or partly in one of these modes and partly in another or in any other kind or mode whatsoever.

(xxxiii) To unite, co-operate, or enter into partnership or joint-purse arrangement or arrangement for sharing profits, union of interests or co-operation with any Company, firm or person carrying on or proposing to carry on any business within the objects of the Company, and to acquire and hold, sell, deal with or dispose of shares, stock or securities of such Company, and to guarantee the contracts or liabilities of, on the payment of the dividends, interest or capital of any shares, stocks or securities of and to subsidise or otherwise assist any such Company.

(xxxiv) To promote and establish any other Company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of this Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interest of this Company, and to acquire and hold or dispose of shares, stocks or securities of and guarantee the payment of the dividends, interest or capital of any shares, stocks or securities issued by or any other obligations of any such Company.

(xxxv) To acquire by purchase in money, shares, bonds, or otherwise and undertake all or any part of the business, property assets and liabilities of any person or Company carrying on any business in the Republic of Sri Lanka or elsewhere which this Company is authorised to carry on or possessed of property suitable for the purpose of this Company.

(xxxvi) To trade in sundry goods, foodstuffs and to act as contractors for Governments, for authorities, supreme or local or otherwise in any capacity and to undertake any form of contracts for building houses, shops, offices, hospitals, roads of any other nature, supplying of raw materials, finished goods or any articles for use or re-sale to any Government body supreme or local or otherwise.

(xxxvii) To establish branches, agencies, local boards in any part of Sri Lanka and elsewhere for carrying out the objects of the Company and where necessary to regulate and discontinue the same.

(xxxviii) To appoint any Company or person whether resident in Sri Lanka or not as managing agent or secretary or managing agents or secretaries and to enter into agreements for sharing the profits with any such managing agents or secretaries.

(xxxix) To sell or dispose of the property business or undertakings of the Company, or any part or parts thereof, for such consideration as the Company shall think fit and in particular for shares (whether credited or partly or fully paid up or otherwise) stocks, debentures or securities of any other Company whether such Company is registered in the Republic of Sri Lanka or elsewhere.

(xl) To sell, improve, manage, develop, exchange, lease, mortgage, enfranchise, dispose of, turn to account or otherwise deal with all or any part of the properties and rights of the Company.

(xli) To acquire and take over any business or undertaking similar to that of the Company or carried on upon or in connection with land or building which the Company may desire to acquire as aforesaid or become interested in and the whole or any of the assets and liabilities of such business or undertaking and to carry on the same or to dispose of, remove or put an end thereto or otherwise deal with the same as may seem expedient.

(xlii) To amalgamate with any other company whose objects are to include objects similar to those of this Company, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities of this or any such other Company as aforesaid with or without winding up, or by sale or purchase (for fully or partly paid up shares or otherwise) of all or a controlling interest in the shares of stock of this or any such other Company as aforesaid or by the partnership or any arrangement of the nature of partnership, or in any other manner.

(xliii) To construct and establish, improve or acquire aerodromes, landing grounds, sea-dromes, river-dromes, and flying boats bases in the Republic of Sri Lanka or elsewhere.

(xliv) To acquire lights, beacons, wireless installations suitable for the purpose of this Company.

(xlv) To insure with any other company or person against losses, damages, risks and liabilities of all kinds which may affect this Company.

(xlvi) To enter into contracts with the Post Master General or any other authority in any part of the world for the transport of mail by air upon terms to be provided for in such contracts.

(xlvii) To import, manufacture, repair, maintain, install, sell, lease take on hire, hire out and do every kind of business in automatic vending machines for the purpose of vending every kind of article, foodstuffs, drinks and for that purpose enter into every kind of contract.

(xlviii) To procure the Company to be registered in any foreign country or place and to carry on any business that could lawfully be carried on in any such place.

(xlix) To appoint, engage, employ, maintain, provide for, and dismiss attorneys, agents, superintendents, managers, clerks, mechanics, technicians, aircraft personnel, skilled workmen, labourers and servants in the Republic of Sri Lanka or elsewhere and pay such employees such remuneration as shall be thought fit.

(l) To act as and carry on the business of merchants and general agents and to act as directors, secretaries or consignees of any company or companies carrying on business or owning property or estates of any kind in Sri Lanka or elsewhere or to undertake any or all of these duties concurrently, to act as Agents for the investment, loan, payment, transmission and collection, of money and for the purchase, sale and improvement, development and management or property including business concerns, undertakings and generally to transact all kinds of agency business whether in respect of commercial or financial matters, to accept property on trust and to act as trustee and executor, administrator, receiver, attorney or director either gratuitously or otherwise.

(li) To carry on any other trade or business whatsoever which can in the opinion of the Board of Directors be advantageously carried on by the Company in connection with or as ancillary to any of the above business or the general business of the Company.

(lii) To do all or any of the above things in any part of the world and as principals, agents, contractors, trustees, or otherwise and by or through trustees, agents or otherwise and either alone or in conjunction with others.

(liii) To distribute among the Members *in specie* any property of the Company, whether by way of dividends or upon a return of capital, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law.

(liv) To do all such other things, as shall be incidental or conducive to the attainment of the objects abovenamed or any of them or any one or more of the objects aforesaid, it being hereby declared that in the foregoing clauses (unless a contrary intention appears) the word "Company" includes companies or corporations and the word "person" any number of persons, and that the other objects specified in any paragraph are not to be limited or restricted by reference to or inference from any other paragraph. None of the said paragraph or the objects therein specified or the powers thereby conferred shall be deemed subsidiary or auxiliary, merely to the objects mentioned in the first sub-paragraph of this paragraph, but the Company shall have the full power to exercise all or any of the powers conferred by any part of this clause in any part of the world and notwithstanding that the business undertaking, property or acts proposed to be transacted, acquired, dealt with or performed do not fall within the objects of the first sub-paragraph of this paragraph.

STATED CAPITAL

Stated capital

4. The stated capital of the Company shall be the total of all amounts received by the Company or due and payable to the Company

(i) in respect of the issue of shares; and

(ii) in respect of calls on shares.

Alteration of stated capital

5. The Company may, from time to time by Ordinary Resolution increase its stated capital by the creation of new shares, such increase to be of such amount, and to be divided into shares of such respective amounts, and to be issued on such terms and conditions, and with or without a right of preference, whether in respect of dividend or repayment of capital or both, or with such preferred rights to the original or other shares of the Company, as the Company may by the resolution sanctioning the increase determine.

6. All new shares shall be subject to the provisions of These Presents with reference to payment of calls, lien, transfer, transmission, forfeiture and otherwise be.

7. The Company may by Ordinary Resolution :

(i) consolidate and divide all or any of its stated capital into shares of larger amount than its existing shares;

(ii) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person; or

(iii) sub-divide its shares or any of them into shares of smaller amount.

Power to reduce stated capital

8. The Company may by Special Resolution reduce its stated capital in any manner authorised by the Act.

SHARES

Shares at the disposal of the Board

9. The shares of the Company shall be at the disposal of the Board. They may allot, grant options over or otherwise deal with or dispose of them to such persons and generally on such terms and conditions (subject however to the provisions of These Presents) as they think proper, Provided however subject to the provisions of These Presents that the Board shall obtain the prior approval of the Members by an Ordinary Resolution of the Company for a rights issue of shares and provided further that the Board shall not make any allotment or other disposal of shares in a manner that will result in the Government holding less than 50 percentum of the shares of the Company for the time being.

Consideration for shares

10. Prior to the issue of any shares the Board shall decide on the consideration for which the shares shall be issued. The consideration shall be fair and reasonable to the Company and all existing Members.

Purchase of own shares

11. The Company may purchase or otherwise acquire its own shares in accordance with the Act.

Issue of redeemable preferences shares

12. Without prejudice to any special rights previously conferred on the holders of any shares or class of shares for the time being issued any share in the capital of the Company for the time being may be issued with such preferred, deferred or other special rights or such restrictions whether in regard to dividend return of capital voting or otherwise as the Company may from time to time by Ordinary Resolution determine, and subject to the provisions of the Act, the Company may issue preference shares which are, or at the option of the Company are to be liable, to be redeemed on such terms and in such manner as the Company before the issue thereof may by Ordinary Resolution determine.

How special rights of shares may be varied

13. The special rights attached to any class of shares may subject to the provisions of the Act be varied or abrogated, only with the consent in writing of the holders of three-fourths of the issued shares of the class, or with the sanction of an Special Resolution passed at a separate General Meeting of such holders (but not otherwise), and may be so varied or abrogated either whilst the Company is a going concern or during or in contemplation of a winding-up. To every such separate General Meeting all the provisions of These Presents relating to General Meetings of the Company, or to the proceedings thereat, shall mutatis mutandis apply

Issue of shares ranking *pari passu*

14. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith.

Renunciation of allotment

15. Nothing in These Presents contained shall preclude the Board from recognizing and acting on a renunciation of the allotment of any share by the allottee thereof in favour of any other person, provided that shares held by the Government shall not fall below 50 percentum of the shares of the Company..

Power to pay commission and brokerage

16. The Company may at any time pay commission to any person for subscribing or agreeing to subscribe for any shares in the Company or procuring or agreeing to procure subscriptions for any shares in the Company, but so that, if the commission shall be paid or payable out of capital, the statutory conditions and requirements shall be observed and complied with, and the commission shall not exceed 10 percentum on the shares in each case subscribed or to be subscribed. Such commission may be satisfied in whole or in part by the allotment (if so agreed) of fully or partly paid shares. The Company may also on any issue of shares pay such brokerage as may be lawful.

Exclusion of equities

17. Except as required by law, no person shall be recognized by the Company as holding any share upon any trust, and the Company shall not be bound by or compelled in any way to recognize any equitable, contingent, future or partial interest in any share or any interest in any fractional part of a share, or (except only as by These Presents, or by law otherwise provided) any other right in respect of any share, except an absolute right to the entirety thereof in the registered holder.

CERTIFICATES

Issue of certificates

18. Every person whose name is entered as a Member in the Register of Members shall be entitled without payment to receive within two months after allotment or lodgement of transfer (or within such other period as the terms of issue shall provide) one certificate for all his shares of any one class or upon payment of such sum, for every certificate after the first as the Board shall from time to time determine. Where a Member transfers part only of the shares comprised in a certificate the old certificate shall be cancelled and a new certificate for the balance of such shares issued in lieu without charge. Every certificate shall be issued under the seal and shall specify the shares to which it relates, and the amount paid up thereon. Provided that the Company shall not be bound to register more than three persons as the joint-holders of any shares except in the case of executors or trustees of a deceased Member and in the case of a share held jointly by several persons, the Company shall not be bound to issue more than one certificate therefore and delivery of a certificate to one of such persons or his duly authorised representative shall be sufficient delivery to all.

Renewal of certificate

19. If a share certificate be defaced, lost or destroyed it may be renewed on payment of such fee (if any) and on such terms (if any) as to evidence and indemnity and the payment of out-of-pocket expenses of the Company in investigating evidence as the Board think fit.

CALLS ON SHARES

Calls on shares

20. The Board may from time to time make calls upon the Members in respect of any moneys unpaid on their shares and not by the terms of issue thereof made payable at fixed times provided that no calls on any shares exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call and each Member shall (subject to at least fourteen days' notice being given specifying the time or times and place of payment) pay to the Company at the time or times and place so specified the amount called on his shares. A call may be revoked or postponed as the Board may determine.

Time when calls made

21. A call shall be deemed to have been made at the time when the resolution of the Board authorizing the call was passed and may be made payable by instalments.

Liability of joint-holders

22. The joint-holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

Interest on calls

23. If a sum called in respect of a share is not paid before or on the day appointed for payment thereof the person from whom the sum is due shall pay interest on that sum from the day appointed for payment thereof to the time of actual payment at such rate, as the Board may determine. However the Board shall be at liberty to waive payment of such interest wholly or in part.

Sums due allotment to be treated calls

24. Any sum which by the terms of issue of a share becomes payable upon allotment or at a fixed date shall for all the purposes of These Presents be deemed to be a call duly made and payable on the date on which by the terms of issue the same becomes payable, and in case of non-payment all the relevant provisions of These Presents as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.

Power to differentiate

25. The Board may, on any issue of shares, differentiate between the holders as to the amount of calls to be paid and the times of payment.

Payment in advance of calls

26. The Board may, if they think fit, receive from any Member willing to advance the same, all or any part of the moneys uncalled and unpaid upon the shares held by him, and such payment in advance of calls shall extinguish, so far as the same shall extend, the liability upon the shares in respect of which it is made and, upon the money so received or so much thereof as from time to time exceeds the amount of the calls then made upon the shares concerned, the Company may pay interest at such rate as the Member paying such sum and the Board agree upon.

FORFEITURE AND LIEN

Notice requiring payment of calls

27. If a Member fails to pay in full any call or instalment of a call on the day appointed for payment thereof, the Board may at any time thereafter issue a notice in writing on him requiring payment of so much of the call or instalment as is unpaid, together with any interest and expenses which may have accrued.

Notice to state time and place for payment

28. The notice shall name a further day (not being less than twenty-eight days from the date of the notice) on or before which and the place where the payment required by the notice is to be made and shall state that in the event of non-payment in accordance therewith the shares on which the call was made will be liable to be forfeited.

Forfeiture on non-compliance with notice

29. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which such notice has been given may at any time thereafter, before payment of all calls and interest and expenses due in respect thereof has been made, be forfeited by a resolution

of the Board to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited share and not actually paid before forfeiture. The Board may accept a surrender of any share liable to be forfeited hereunder.

Surrender in lieu of forfeiture

30. A share so forfeited or surrendered shall become the property of the Company and may be sold, re-allotted or otherwise disposed of, either to the person who was before such forfeiture or surrender the holder thereof or entitled thereto or to any other person, upon such terms and in such manner as the Board shall think fit, and at any time before a sale, re-allotment or disposal the forfeiture or surrender may be cancelled on such terms as the Board think fit. The Board may, if necessary, authorise some person to transfer a forfeited or surrendered share to any such other person as aforesaid.

Sale of shares forfeited or surrendered

31. A Member whose shares have been forfeited or surrendered shall cease to be a Member in respect of the shares, but shall notwithstanding the forfeiture or surrender, remain liable to pay to the Company all moneys which at the date of forfeiture or surrender were payable by him to the Company in respect of the shares, with interest at a rate to be determined by the Board from the date of forfeiture or surrender until payment but the Board may waive payment of such interest either wholly or in part.

Rights and liabilities of Members whose shares have been forfeited or surrendered

32. The Company shall have a first and paramount lien on every share (not being a fully paid share) for all moneys, whether presently payable or not called or payable at a fixed time in respect of such share; and the Company shall also have a first and paramount lien and charge on all shares (other than fully paid shares) standing registered in the name of a single Member for all the debts and liabilities of such Member or his estate to the Company whether the same shall have been incurred before or after notice to the Company of any equitable or other interest in any person other than such Member, and whether the period for the payment or discharge of the same shall have actually arrived or not, and notwithstanding that the same are joint debts or liabilities of such Member or his estate and any person, whether a Member of the Company or not. The Company's lien (if any) on a share shall extend to all dividends payable thereon. The Board may resolve that any share shall for some specified period be exempt from the provisions of this article.

Company's lien

33. The Company may sell in such manner as the Board think fit any share on which the Company has a lien, but no sale shall be made unless some sum in respect of which the lien exists is presently payable, nor until the expiration of fourteen days after notice in writing, stating and demanding payment of the sum presently payable and giving notice of intention to sell in default, shall have been given to the holder for the time being of the share or the person entitled thereto by reason of his death or bankruptcy.

Sale of share subject to lien

Application of proceeds of shares subject to lien

34. The net proceeds of such sale after payment of the costs of such sale shall be applied in or towards payment or satisfaction of the liability in respect whereof the lien exists, so far as the same is presently payable, and any residue shall (subject to a like lien for liabilities not presently payable as existed upon the shares prior to the sale) be paid to the person entitled to the shares at the time of sale. For giving effect to any such sale the Board may authorise some person to transfer the shares sold to the purchaser.

Title to shares forfeited surrendered or sold to satisfy lien

35. A declaration in writing under oath or affirmation that the declarant is a Director of the Company and that a share has been duly forfeited or surrendered or sold to satisfy a lien of the Company on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share and such declaration and the receipt of the Company for the consideration (if any) given for the share on the sale, re-allotment or disposal thereof, together with the certificate of proprietorship of the share under seal delivered to the purchaser or allottee thereof shall (subject to the execution of a transfer if the same be required) constitute a good title to the share, and the person to whom the share is sold, re-allotted or disposed of shall be registered as the holder of the share and shall not be bound to see to the application of the purchase money (if any) nor shall his title to the share be affected by any irregularity in the proceedings in reference to the forfeiture, surrender, sale, re-allotment or disposal of the share.

Forfeiture for non payment of lien

36. The provisions of These Presents as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, as if the same had been payable by virtue of a call duly made and notified.

TRANSFER OF SHARES

Form of transfer

37. Subject to the restrictions in These Presents as may be applicable, all transfers of shares may be effected by an instrument in writing in any usual or common form or any other form which the Board may approve.

38. The instrument of transfer of a share shall be signed by or on behalf of the transferor and the transferee, and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register of Members in respect thereof.

39. The Board may decline to recognize any instrument of transfer, unless:

(i) such fee (if any) as the Board may from time to time require is paid to the Company in respect thereof; and

(ii) the instrument of transfer properly stamped is deposited at the office or such other place as the Board may appoint accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer and if the instrument of transfer is executed by some other person on his behalf; and

(iii) the instrument of transfer is in respect of only one class of share.

40. All instruments of transfer which have been registered shall be retained by the Company.

Boards power to decline to register

41. (i) The Board shall not register any transfer of shares that would result in the Government holding less than 50 percentum of the shares of the Company for the time being.

(ii) The Board may decline to register any transfer of shares:

(a) to a person of whom they do not approve; or

(b) where the Company has a lien thereon or on a part thereof.

42. If the Board refuses to register a transfer they shall within two months after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal.

Suspension of Registration

43. Upon such notice as may be required by the Act the registration of transfers may be suspended and the Register of Members closed at such times and for such period as the Board may from time to time determine, provided always that such registration shall not be suspended or the Register of Members closed for more than thirty days in any year.

Fee for registration of probate

44. There shall be paid to the Company in respect of the registration of any probate, letters of administration, certificate of marriage or death, power of attorney, or other document relating to or affecting the title to any shares or for making any entry in the Register of Members affecting the title to any share, such fee, as the Board may from time to time require or prescribe.

TRANSMISSION OF SHARES

Transmission on death

45. In the case of the death of a Member the survivors or survivor where the deceased was a joint-holder, and the executors or administrators of the deceased where he was the sole or only surviving holder, shall be the only persons recognized by the Company as having any title to his shares but nothing herein contained shall release the estate of a deceased holder (whether sole or joint) from any liability in respect of any share solely or jointly held by him.

Registration of executor etc

46. Any person becoming entitled to shares in consequence of the death or bankruptcy of any Member may, upon producing proper evidence of the grant of probate or letters of administration or such other evidence that he sustains the character in respect of which he proposes to act under this article or of his title as the Board think sufficient, may, with the consent of the Board be registered as a Member in respect of such shares, or may, subject to the regulations as to transfers herein before contained, transfer such shares. The Board shall have the same right to refuse to register a person entitled to any shares by transmission in terms of this clause or his nominee, as if he were the transferee named in an ordinary transfer presented for registration.

Rights of unregistered executors

47. A person becoming entitled to a share in consequence of the death or bankruptcy of a Member may give a discharge for all dividends and other moneys payable in respect of the shares, but he shall not be entitled in respect thereof to exercise any right conferred by Membership in relation to meetings of the Company or, save as otherwise provided by or in accordance with These Presents, to any of the rights or privileges of a Member until he shall have become a Member in respect of the share.

GENERAL MEETINGS

Annual General Meetings

48. The Company shall in each year hold a General Meeting as its Annual General Meeting in addition to any other meetings in that year and not more than fifteen months shall elapse between the date of one Annual General Meeting of the Company and that of the next. The Annual General Meetings shall be held at such time and place as the Board shall appoint. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.

Extraordinary General Meetings

49. The Board may whenever they think fit, convene an Extraordinary General Meeting.

50. The Board shall, on the requisition of the holders of not less than one-tenth of the Members holding voting shares of the Company upon which all calls or other sums then due have been paid, forthwith proceed to convene an Extraordinary General Meeting of the Company in accordance with the requirements of the Act.

Resolution in lieu of General Meeting

51. (i) A resolution in writing signed by not less than 85 percentum of the Members entitled to vote on the resolution at a meeting of Members is as valid as if it had been passed at a meeting of those Members. The Company need not hold an Annual General Meeting if every thing required to be done at the meeting (by resolution of otherwise) is done by resolution in accordance with this Article.

(ii) Within five working days of a resolution being adopted under this Article, the Company shall send a copy of the resolution to every Member who did not sign it.

(iii) A resolution may be adopted under this Article without any prior notice being given to Members.

NOTICE OF GENERAL MEETINGS

Notice

Short notice

52. Any General Meeting at which it is proposed to pass a Special Resolution or (save as provided by the Act) a resolution of which special notice is required by These Presents to be given to the Company shall be called by fifteen days working notice in writing at the least, and any other General Meeting (including an Annual General Meeting) by fifteen days notice in writing at the least, (exclusive in each case of the day on which it is served or deemed to be served and of the day for which it is given), given in manner mentioned in These Presents to such Members as are under the provisions of These Presents entitled to receive such notices from the Company and to the auditors; provided that a General Meeting notwithstanding that it has been called by a shorter notice than that specified above shall be deemed to have been duly called if it is so agreed:

(i) in the case of an Annual General Meeting, by all the Members entitled to attend and vote thereat; and

(ii) in the case of any other General Meeting by all that number or majority in number of the Members having a right to attend and vote thereat, as is required by the Act.

Non-receipt of notice

53. The non-receipt of notice given in terms of Articles 154, 155 156 or 157 of These Presents by any person entitled thereto shall not invalidate the proceedings at any General Meeting.

Contents of notice

54. Every notice calling a General Meeting shall specify the place and the day and hour of the meeting, and there shall appear with reasonable prominence in every such notice a statement that a Member entitled to attend and vote is entitled to appoint a proxy or proxies to attend and vote instead of him and that a proxy need not be a Member of the Company.

55. In the case of an Annual General Meeting, the notice shall also specify the meeting as such, and shall consider the following routine business namely declaring a dividend, consideration of the accounts, balance sheets and the reports of the Director's and auditors and other accounts and documents required to be annexed to the balance sheet, appointing and determining the term and remuneration of auditors.

56. In the case of any General Meeting at which business other than routine business is to be transacted, the notice shall specify the general nature of the business to be transacted at the meeting in sufficient detail to enable a Member to form a reasoned judgement in relation to it, and if any resolution is to be proposed as a Special Resolution, the notice shall contain the text of such resolution.

PROCEEDINGS AT GENERAL MEETINGS

Quorum

57. No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. The quorum shall be three Members of which at least one shall be the Government. Each such Member being present in person or by proxy or attorney or in the case of a corporate body by a representative duly authorised as provided by Article 78 shall be a quorum for all purposes.

Adjournment if quorum not present

58. If within thirty minutes from the time appointed for the meeting a quorum is not present, the meeting, if convened on the requisition of Members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place as the Board may determine, and if at such adjourned meeting a quorum is not present within thirty minutes from the time appointed for holding the meeting, the Members present (if more than one) shall be a quorum provided that at least one Member shall be the Government.

59. The Chairman of the Board shall preside as Chairman at every General Meeting. If there be no such Chairman, or if at any meeting he be not present within five minutes after the time appointed for holding the meeting or be unwilling to act, the Directors present shall choose one of their number to be chairman of the meeting or if no Director be present or if all Directors present decline to take the chair, the members present shall elect one of their number present to be chairman of the meeting.

Adjournment

60. The Chairman of the meeting may with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting except business which might lawfully have been transacted at the meeting from which the adjournment took place. When a meeting is adjourned for thirty

days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

Notice of adjournment

61. A resolution put to the vote at any General Meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by:

Method of voting

(i) the Chairman of the meeting; or

(ii) not less than five Members present in person or by proxy or attorney or representative and entitled to vote; or

(iii) a Member or Members present in person or by proxy or attorney or representative and representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting; or

(iv) a Member or Members present in person or by proxy or attorney or representative and holding shares in the Company conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right.

62. A resolution put to vote at any General Meeting shall have the affirmative votes of the Government, which the Government is entitled to in terms of Article 66 of These Presents for the resolution to be adopted.

63. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is taken shall not be entitled to a second or casting vote.

No casting vote

64. A poll demanded on the election of a Chairman of the meeting or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either immediately or at such subsequent time (not being more than thirty days from the date of the meeting) and place as the Chairman may direct. No notice need be given of a poll not taken immediately.

Time of taking a poll

65. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded.

Continuance of business after demand for poll

VOTES OF MEMBERS

Votes of Members

66. Subject to any rights or restrictions for the time being attached to any class or classes of shares, on a show of hands every Member who (being an individual) is present in person or by proxy or attorney who is not a Member or being a corporation is present by a representative or proxy or attorney who is not a Member shall have one vote provided further that the Government may have such number of votes on a show of hands equal to the number of proxies he is entitled to appoint pursuant to Article 72. Subject as aforesaid, upon a poll every Member who is present in person or by proxy or by attorney or by representative shall be entitled to one vote for each share held by him.

Voting rights of joint-holders

67. In the case of joint-holders of a share the senior who tenders a vote, whether in person or by proxy or by attorney or by representative, shall be accepted to the exclusion of the votes of the other joint-holders, and for this purpose seniority shall be determined by the order in which the names stand in the Register of Members in respect of the joint-holding.

Voting rights of lunatic Members

68. A Member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee, *curator bonis* or other person in the nature of a committee or *curator bonis* appointed by such court, provided that such evidence as the Board may require of the authority of the person claiming to vote shall have been deposited at the office not less than forty-eight hours before the time appointed for holding the meeting or adjourned meeting at which such person claims to vote, or in the case of a poll not less than 48 hours before the time appointed for the taking of the poll.

No right to vote where a call is unpaid

69. No Member shall be entitled to vote at a General Meeting either personally or by proxy or by attorney or by representative, or to exercise any privilege as a Member unless all calls or other sums presently payable by him in respect of shares in the Company have been paid.

Qualification of voter

70. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairman of the meeting, whose decision shall be final and conclusive.

Votes on a poll

71. On a poll votes may be given either personally or by proxy or by attorney or by representative and a person entitled to more than one vote need not use all his votes or cast all the votes he uses in the same way.

72. Every Member entitled to attend and vote at a meeting may appoint another person as his proxy to attend, speak and vote instead of him at the meeting provided that where the Government is a Member and holds more than 10 percentum of the shares he shall be entitled to appoint different persons as proxy for every 10 percentum or part thereof of the shares of the Company held by the Government. Execution of proxies

73. The instrument appointing a proxy shall be in writing and,

(i) in the case of an individual shall be signed by the appointor or by his attorney; and

(ii) in the case of a corporate body shall be either under its common seal or signed by its attorney or by an officer on behalf of the corporate body.

The Company may, but shall not be bound to, require evidence of the authority of any such attorney or officer. A proxy need not be a Member of the Company.

74. The instrument appointing a proxy shall be lodged, and the power of attorney (if any) under which it is signed or a notarially certified copy thereof shall if required be deposited for inspection, at the office, in each case not less than forty-eight hours before the time appointed for holding the meeting or adjourned meeting, or in the case of a poll before the time appointed for the taking of the poll at which the person named in the instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid. Deposit of proxies

75. An instrument appointing a proxy shall be in the following form or in a form as near thereto as circumstances admit: Proxy format

SRILANKAN AIRLINES LIMITED

I/We,..... of ..... being a Member/Members of the above-named Company, hereby appoint..... of.....or failing him,..... of ..... as my/our proxy to represent me/us and vote for me/us my/our behalf at the Annual/Extraordinary (as the case may be) General Meeting of the Company to be held on the ..... day of .....20....., and at any adjournment thereof.
Signed this ..... day of ..... 20 .....

76. (i) Any form of proxy issued by the Company may in the case of a meeting at which special business is to be transacted be so worded that a Member may direct his proxy to vote either for or against any of the resolutions to be proposed. Proxies general provisions

(ii) The proxy shall be deemed to include the right to demand or join in demanding a poll.

(iii) An instrument appointing a proxy, whether in the usual common form or not, shall, unless the contrary is stated therein, be valid as well for any adjournment of the meeting as for the meeting to which it relates and need not be witnessed.

Intervening death or insanity of principal

77. A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed or the transfer of the share in respect of which the proxy is given, provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the Company at the office before the commencement of the meeting or adjourned meeting (or in the case of a poll before the time appointed for the taking of the poll) at which the proxy is used.

CORPORATE BODY ACTING BY REPRESENTATIVES

Corporate bodies acting by representatives

78. A corporate body which is a Member of the Company may by resolution of its Directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company or of any class of Members of the Company, and the person so authorised shall be entitled to exercise the same powers on behalf of such corporate body as the corporation could exercise if it were an individual Member of the Company.

THE BOARD

Number of Directors

79. The Board shall consist of not less than five nor more than nine Directors. Six of the Directors shall be appointed by the Government so long as the Government holds more than 50 percentum of the shares of the Company one of whom shall be the Chairman. Any Member holding more than 40 percentum of the shares of the Company shall be entitled to appoint upto three Directors.

APPOINTMENT AND REMOVAL OF DIRECTORS

Appointment and removal of Director

80. Any appointment or removal of a Director:

(i) must be effected by a notice in writing to the Company signed or on behalf of the nominating Member; and

(ii) will become effective upon delivery of that notice to the registered office of the Company or, if later, at the time specified in such notice.

REMOVAL OF DIRECTORS

Vacation of office of Directors

81. A Director shall cease to be a Director on the occurrence of the following events, namely:

(i) if he becomes prohibited by the Act from acting as a Director;

(ii) if he resigns by writing under his hand left at the office;

(iii) if a receiving order is made against him or if he compounds with his creditors or is adjudicated an insolvent;

(iv) if he be lunatic or becomes of unsound mind;

(v) if (being required to hold any qualification) he does not obtain his qualification within two months after his appointment, or at any time thereafter ceases to hold his qualification, and so that a Director vacating office under this provision shall be incapable of being re-appointed a Director until he shall have obtained his qualification;

(vi) if he becomes a member of Parliament;

(vii) if he being a Director is removed from office by the appointing authority by writing; or

(viii) upon the appointing authority ceasing to be entitled to nominate a Director as provided in Article 79.

Qualification of Directors

82. The qualification of a Director shall be as prescribed in the Act unless and until fixed by the Company at a General Meeting provided however that no employee of the Company shall be eligible to be appointed as a Director.

Remuneration of Directors

83. The remuneration of the Directors shall be such sum as the Board shall determine.

84. The Board may repay to any Director all such reasonable expenses as he may incur in attending and returning from meetings of the Board of committees of the Directors or general meetings, or which he may otherwise incur in or about the business of the Company, or may pay to any Director such allowances as the Board think proper in respect of such expenses.

EXECUTIVE DIRECTORS

85. The Board may from time to time appoint one or more of the Directors appointed by the Government to be the holder of any executive office, on such terms and for such period as it may determine.

86. An executive Director shall receive such remuneration (whether by way of salary, commission or participation in profits, or partly in one way and partly in another) as the Board may determine.

87. The appointment of any Director to any executive office shall be subject to termination if he ceases for any cause to be a Director but without prejudice to any claim in respect for breach of contract for services between him and the Company.

Power of executive Director

88. The Board may delegate to an executive Director, subject to any conditions or restrictions which they consider appropriate, any of their powers which can be lawfully delegated. Any such delegation may at any time be withdrawn or varied by the Board. The delegation of a power of the Board to an executive Director does not prevent the exercise of the power by the Board, unless the terms of the delegation expressly provide otherwise.

Casual vacancies of nominee Director

89. A casual vacancy created by the death, prohibition, insanity, bankruptcy resignation or removal of a Director shall in the case of a Director appointed in accordance with Article 79 be filled by the nomination of another Director in his place by the nominating Member.

MEETINGS OF THE BOARD

Meetings of the Board

90. Meetings of the Board or any committee thereof shall be convened by and held at such times and places as the Board shall determine provided that meetings of the Board shall in any event be held at least once every two months.

91. A meeting of the Board may also be held by means of audio or visual communication by which all Directors participating and constituting a quorum can simultaneously hear each other throughout the meeting.

92. The Board may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit..

Votes

93. (i). Questions arising at any meeting of the Board shall be determined by a simple majority of votes provided that the affirmative vote of all Government nominee Directors present at the meeting shall be required for the following:

(a) adoption, amendment or deviation from the business plan of the Company;

(b) acquisition or disposal of, merger or consolidation of a substantial portion of the assets of the Company whether corporeal or incorporeal;

(c) approval of any transaction in which a Director is interested;

(d) recommendation of a Dividend or any other Distribution; or

(e) approval to proceed with a transaction that falls within the definition of a "major transaction" under the Act.

(ii) In case of an equality of votes, at any meeting of the Board, the Chairman shall have a second or casting vote. Casting vote

94. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Board.

95. Notice of a meeting of the Board shall be given to all Directors and shall be accompanied by the agenda of the meeting and all documents or copies thereof as may be relevant to the meeting. Notice

96. The quorum necessary for the transaction of the business of the Board shall be at least three Directors of whom at least two shall be Directors nominated by the Government. Quorum

97. A Director present at a meeting of the Board is presumed to have agreed to and to have voted in favour of a resolution of the Board, unless he expressly dissents from or votes against the resolution at the meeting.

98. A resolution in writing signed and agreed to by all the Directors shall be as effective as a resolution passed at a meeting of the Board and shall also be deemed to have been passed at a duly quorate meeting of the Board and may consist of several documents in the like form each signed by one or more of the Directors. Resolution in writing

99. A resolution passed at a meeting of the Board held by means of simultaneous audio/visual communication shall be deemed to have been passed on the day and time at the place at which the Chairman was located during the course of the meeting.

INTERESTED DIRECTORS

Declaration of interest

100. A Director who is interested in a transaction or proposed transaction to which the Company is a party must disclose that interest in accordance with the provisions of the Act.

Interested Directors

101. Subject to Article102, a Director is interested in a transaction to which the Company is a party, if, and only if, the Director:

(i) is a party to or will or may derive a material financial benefit from the transaction;

(ii) has a material financial interest in another party to the transaction;

(iii) is a Director, officer or trustee of another party to, or person who will or may derive a material financial benefit from the transaction, not being a party or person that is:

(a) the Company's holding company, being a holding company of which the Company is a wholly-owned subsidiary;

(b) a wholly-owned subsidiary of the Company; or

(c) a wholly-owned subsidiary of a holding company of which the Company is also a wholly-owned subsidiary;

(iv) is the parent, child or spouse of another party to or person who will or may derive a material financial benefit from the transaction; or

(v) is otherwise directly or indirectly materially interested in the transaction.

Disclosure of interest not to apply

102. A Director is not deemed to be interested in a transaction to which the Company is a party, if the transaction comprises only the giving by the Company of security to a third party which has no connection with the director, at the request of the third party, in respect of a debt or obligation of the Company for which the Director or another person has personally assumed responsibility in whole or in part, under a guarantee, indemnity or by the deposit of a security.

103. Article 101 shall not apply to any remuneration or other benefit given to a Director in accordance with Section 216 of the Act, or, to any insurance or indemnity provided in accordance with Section 218 of the Act.

104. A Director who is interested in a transaction entered into or to be entered into by the Company shall not:

(i) vote on a matter relating to the transaction;

(ii) attend a meeting of Directors at which a matter relating to the transaction arises and be included among the Directors present at the meeting for the purpose of a quorum,

(iii) sign a document relating to the transaction on behalf of the Company; and

(iv) do any other thing in his capacity as a Director in relation to the transaction.

Use of Company information

105. A Director who has information in his capacity as a Director or employee of the Company which would not otherwise be available to him, shall not disclose that information to any person or make use of or act on such information, except:

(i) for the purpose of the Company;

(ii) as required by law; or

(iii) in accordance with Article 108.

106. A Director may disclose, make use of or act on such information as is referred to in the Article 105 if:

(i) the Director is first authorised to do so by the Board under Article 109; and

(ii) particulars of the authorization are entered in the Interests Register.

107. The Board may authorise a Director to disclose, make use of or act on such information as is referred to in Article 105 if it is satisfied that to do so will not be likely to prejudice the Company.

108. A Director must disclose all dealings in shares of the Company in which he has a "relevant interest" as defined in Section 198 of the Act.

Director's remuneration for professional services

109. Any Director may act by himself or his firm in a professional capacity for the Company and he or his firm shall be entitled to remuneration for professional services as if he were not a Director; provided that nothing herein contained shall authorise a Director or his firm to act as Auditor of the Company.

Chairman of the Board

110. The Government shall appoint and may remove the Chairman of the Board and may determine the period for which he is to hold office provided that so long as the Government holds 50 percentum of the shares. The Chairman shall preside as chairman at meetings of the Board. If no Chairman shall have been appointed, or if at any meeting the Chairman be not present within thirty minutes after the time appointed for holding the same, the Directors present may choose one of their number to be chairman of the meeting.

Power to appoint committees

111. The Board may delegate any of their powers to committees consisting of such member or members of their body as they think fit. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on them by the Board.

Proceedings at committee meetings

112. The meetings and proceedings of any such committee consisting of two or more Members shall be governed by the provisions of These Presents regulating the meetings and proceedings of the Board, so far as the same are applicable and are not superseded by any provision of the Act or regulations made by the Board under the last preceding article.

Validity of acts of Directors in spite of some formal defects

113. All acts done by any meeting of the Board or of a committee of Directors or by any person acting as a Director shall, as regards all persons dealing in good faith with the Company, notwithstanding that there was some defect in the appointment of any such Director or person acting as aforesaid or that they or any of them were disqualified or had vacated office or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote.

ALTERNATE DIRECTORS

Provision for appointing and removing alternate Directors

114. Each Member having the power to nominate a Director shall, in addition to nominating a Director, nominate an alternate Director to act for such Director whenever requested by him.

115. The following provisions shall apply to any person nominated or appointed to act as alternate Director:

(i) A person appointed to be an alternate Director shall not in respect of such appointment be entitled to receive any remuneration from the Company nor be required to hold any share qualification but the

Board may repay the alternate Director such reasonable expenses as he may incur in attending and returning from meetings of the Board which he is entitled to attend or as he may otherwise properly incur in or about the business of the Company or may pay such allowances as they may think proper in respect of these expenses.

(ii) An alternate Director shall (on his giving an address for such notices to be served upon him) be entitled to receive notices of all meetings of the Board and to attend and vote as Director at any such meeting at which the Member appointing him as the case may be is not personally present and generally to perform all the functions of the Director in whose place he has been appointed.

(iii) An alternate Director may be appointed for a specified period or until the happening of a specified event but he shall *ipso facto* cease to be an alternate Director in any of the following events, that is to say:

(a) if the alternate Director shall have a receiving order made against him or compounds with his creditors or as adjudicated an insolvent;

(b) if the alternate Director be lunatic or become of unsound mind;

(c) if the appointment of the alternate Director is revoked by his appointor by a notice in writing left at the office; or

(d) upon the appointing authority ceasing to be entitled in terms of Article 114 read with Article 79 to nominate an alternate Director.

Powers of Board

116. The Board may exercise all such powers of the Company as are not by the Act or by These Presents required to be exercised by the Company in General Meeting, subject nevertheless to any regulations of These Presents, to the provisions of the Act and to such regulations, being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by Ordinary Resolution of the Company, but no regulation so made by the Company shall invalidate any prior act of the Board which would have been valid if such regulation had not been made. Provided however that the Board shall not without the authority of a Special Resolution of the Company:

(i) enter into any "major transaction" as defined in the Act;

(ii) carry into effect or implement any terms arranged for the amalgamation of the Company with any other Company; or

(iii) sell or dispose of the business substantial portion of the business or undertaking of the Company or any of its subsidiaries.

Signing of cheques, etc

117. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for moneys paid to the Company, shall be signed drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Board shall from time to time by resolution determine.

Organization of subsidiary companies

118. The Board may arrange that any branch of the business carried on by the Company or any other business which the Company may be interested shall be carried on by or through one or more subsidiary companies and they made on behalf of the Company make such arrangements as they think advisable for taking the profits or bearing the losses of any branch or business so carried on, and they may appoint, remove and re-appoint any persons (whether Members of their own body or not) to act as directors, executive directors or managers or other officers of any such company or other company in which the Company may be interested, and may determine the remuneration (whether by way of salary, commission on profits or otherwise) of any person so appointed.

Powers to establish local boards, etc

119. The Board may establish any committee of Directors or local boards or agencies for managing any of the affairs of the Company, either in Sri Lanka or elsewhere, and may appoint any persons to be Members of such local boards and any managers or agents, and may fix their remuneration, and may delegate to any such committee, local board, manager or agent any of the powers, authorities and discretions vested in the Board, with power but not in the case of any such committee to sub-delegate, and may authorise the Members of any local boards, or any of them to fill any vacancies therein, and to act notwithstanding vacancies, and any such appointment or delegation may be made upon such terms and subject to such conditions as the Board may think fit. The Board may remove any person so appointed, and may annul or vary any such delegation, but no person dealing in good faith and without notice of any such annulment or variation shall be affected thereby.

Powers to appoint attorneys

120. The Board may from time to time and at any time by power of attorney under the seal appoint any company, firm or person or any fluctuation body of persons, whether nominated directly or indirectly by the Board to be the attorney or attorney of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board under These Presents) and for such period and subject to such conditions as they may think fit, and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Board may think fit, and may also authorise any such attorney to sub-delegate all or any of the powers, authorities and discretions vested in him.

Power to have a seal for use abroad

121. The Company may exercise the powers conferred by the Act with regard to having an official seal for use abroad, and such powers shall be vested in the Board.

Power to keep a branch register

122. The Company, or the Board on behalf of the Company, may in exercise of the powers in that behalf conferred by the Act cause to be kept a branch register or registers of Members and the Board may (subject to the provisions of the Act) make and vary such regulations as they may think fit respecting the keeping of any such register.

BORROWING POWERS

Power to borrow money and security

123. The Board may exercise all the powers of the Company to borrow money, and may mortgage or charge its undertaking, property and uncalled capital, and issue debentures, debenture-stock, convertible loan stock and other securities, whether outright or as collateral security for any debt, liability or obligation of the company or of any third party; provided that the aggregate amount at any one time outstanding of moneys borrowed by the Company exclusive of:

(i) any temporary borrowing secured or unsecured from bankers or others in the ordinary course of business to meet temporary requirements on account of produce or merchandise; and

(ii) moneys borrowed with or without security for the purpose of conversion, redemption renewal or payment of or previously existing debentures, debenture-stock or other loan capital;

shall not without the previous sanction of a Special Resolution of the Company exceed fifteen times the Stated Capital of the Company for the time being; but nevertheless no person dealing with the Company shall be concerned to see or inquire whether these limits are observed, and no debt incurred or security given in excess of such limit shall be invalid or ineffectual unless the lender or the recipient of the security had, at the time when the debt was incurred or security given, express notice that the limit hereby imposed had been or would thereby be exceeded.

Bonds debentures etc. to be subject to control of the Board

124. (i) Any bonds, debentures, debenture-stock, convertible loan stock or other securities issued or to be issued by the Company shall be under the control of the Board, who may issue them upon such terms and conditions and in such manner and for such consideration as they shall consider to be for the benefit of the Company.

Securities may be assignable free from equities

(ii) Bonds, debentures, debenture-stock, convertible loan stock and other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued.

Issue at discount, etc. or with special privileges

(iii) Any bonds, debentures, debenture-stock, convertible loan stock or other securities may be issued at a discount premium, or otherwise and with any special privileges as to redemption, surrender, drawings, allotment of shares, attending and voting at general meetings of the Company, appointment of Directors and otherwise.

(iv) All certificates for debentures, debenture-stock, loan stock or other securities issued in terms of These Presents shall be issued under the seal of the Company.

MINUTES

Minutes to be kept

125. The Board shall cause minutes to be made in books provided for the purpose:

(i) of all appointments of officers made by the Board;

(ii) of the names of the Directors present at each meeting of the Board and of any committees of the Directors; and

(iii) of all resolutions and proceedings at all meetings of the Company, of the Board, and of committees of Directors;

and every Director present at any meeting of the Board or committee of Directors shall sign his name in a book to be kept for that purpose.

SECRETARY

Secretary

126. (i) The Board may from time to time appoint and employ, and at their discretion, remove, any individual, firm, or company as the Secretary of the Company whose duties it shall be to keep all records and registers required by the Act to be kept by the Company, to record and maintain the minutes required by the preceding Article or otherwise as required by These Presents, to perform any other functions which by These Presents are to be preformed by the secretary, and generally to execute all other duties which may from time to time be assigned by the Board to the Secretary.

(ii) The Board may at any time appoint and employ a temporary substitute for the Secretary who shall for the purpose of These Presents be deemed, in the former case, to be the Secretary.

SEAL

Seal

127. (i) The Board shall provide for the safe custody of the seal and the seal shall only be used by the authority of the Board or of a committee of Directors authorised by the Board in that behalf. Subject to the provisions of the next succeeding sub-paragraph, the Seal shall not be affixed to any deed, certificate for shares, stock, debenture-stock or other form of security or other instrument except in the presence of two or more of the Directors or of one Director and the secretary who shall attest the sealing thereof. Such attestation on the part of the secretary, in the event of a firm being the secretaries, shall be signified by a partner or duly authorised agent of the said firm signing the firm name or for and on behalf of the said firm as such Secretaries. In the event of a company being the secretary, such attestation shall be signified by a Director or the Secretary or the duly authorised agent of such company signing for and on behalf of such company as secretaries. The sealing shall not be attested by one person in the dual capacity of Director and Secretary or representative of the Secretaries.

(ii) Where the Board shall so resolve in the case of certificates for shares of the Company (which shall not however be deemed to include letters of allotment issued under the signature of the secretary on behalf of the Company or in the case of certificates for debentures, debenture-stock, loan stock, other forms of security (other than securities created by deed for which provision is made in the preceding sub-paragraph of this article), the signature of one of the Directors or, as the case may be, the Director who under the preceding sub-paragraph of this article attest or attests the sealing thereof may, with the approval and subject to the control of the auditors or the transfer Auditors or the bankers of the Company be in the form of an autographic signature stamped or printed or impressed by manual or mechanical means thereon.

(iii) Any document sealed in accordance with the foregoing provisions of this article shall be presumed to have been duly executed by the Company

AUTHENTICATION OF DOCUMENTS

Power to authenticate documents

128. Any Director or the secretary or any person appointed by the Board for the purpose shall have power to authenticate any documents affecting the constitution of the Company and any resolutions passed by the Company or by the Board, and any books, records, documents and accounts relating to the business of the Company, and also to certify copies thereof or extracts therefrom as true copies or extracts. Where any books, records, documents or accounts are elsewhere than at the office, the local manager or other officer of the Company having the custody thereof shall be deemed to be a person appointed by the Board as aforesaid.

DISTRIBUTIONS

Dividends

129. The Company may by Ordinary Resolution declare Dividends (including interim and final Dividends) but no Dividend shall be payable in excess of the amount recommended by the Board or otherwise than out of profits.

130. The Company may make Distributions to Members in accordance with the Act. Subject to Article 135 every Dividend must be recommended by the Board and approved by an Ordinary Resolution of the Members. The Board must be satisfied that the Company will immediately after the Distribution, satisfy the solvency test. The Directors who vote in favour of the Distribution must sign a certificate of their opinion to that effect.

131. The Board may from time to time approve the payment of an interim Dividend to Members, where that appears to be justified by the Company's profits, without the need for approval by an Ordinary Resolution of the Members. The Board must be satisfied that the Company will immediately after the interim Dividend is paid, satisfy the solvency test. The Directors who vote in favour of the interim Dividend must sign a certificate of their opinion to that effect.

Solvency test

132. The Company is deemed to have satisfied the solvency test if:

(i) it is able to pay its debts as they fall due in the normal course of business; and

(ii) the value of its assets is greater than the sum of the value of its liabilities and its Stated Capital.

Income from investments

133. Any income derived from the investments of the Company or any part thereof may be treated as profits and dealt with and distributed by way of Dividend, without obligation to make provision for any depreciation in the capital value of the investments.

Apportionment of dividends

134. Subject to the rights of persons (if any), entitled to shares with special rights as to Dividend, all Dividends shall be declared and paid according to the amount paid on the shares in respect whereof the Dividend is paid, but (for the purposes of this Article only) no amount paid on a share in advance of calls shall be treated as paid on the share. All Dividends shall be apportioned and paid pro rata according to the amounts paid on the shares during any portion or portions of the period in respect of which the Dividend is paid, but if any share is issued on terms providing that it shall rank for dividend as from a particular date, such share shall rank for Dividend accordingly.

Dividends not to bear interest

135. No Dividend or other moneys payable on or in respect of a share shall bear interest as against the Company.

Deduction of debts due to Company

136. The Board may deduct from any Dividend or other moneys payable to any Member on or in respect of a share all sums of money (if any) authorised by These Presents to be deducted therefrom.

Retention of Dividends

137. The Board may retain any Dividend or other moneys payable on or in respect of a share on which the Company has a lien and may apply the same in or towards satisfaction of the debts, liabilities or engagements in respect of which the lien exists.

138. The Board may retain the Dividends payable upon shares in respect of which any person is under the provisions as to transmission of shares herein before contained entitled to become a Member or which any person under these provisions is entitled to transfer, until such person has become a Member in respect of such shares or shall duly transfer the same.

Unclaimed dividends

139. The payment by the Board of any unclaimed Dividend or other moneys payable on or in respect of a share into a separate account shall not constitute the Company a trustee in respect thereof and any dividend unclaimed after a period of 6 years from the date of declaration of such Dividend may be forfeited and if so forfeited shall then revert to the Company. All unclaimed Dividends may be invested or otherwise made use of by the Board for the benefit of the Company until claimed.

Dividends payable by cheque

140. Any Dividend or other moneys payable in cash on or in respect of a share may be paid by cheque or warrant sent through the post to the registered address of the Member or person entitled thereto, or as otherwise directed in writing by such Member or persons, or, if several persons are registered as joint-holders of the share or are entitled thereto in consequence of the death or bankruptcy of the holder, to any of such persons or to such person and such address as such person may by writing direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent or to such person as the holder or joint-holders or the person or persons entitled to the share in consequence of the death or bankruptcy of the holder may direct, and payment of the cheque or warrant if purporting to be endorsed shall be a good discharge to the Company. Every such cheque or warrant shall be sent at the risk of the person entitled to the money represented thereby

Dividends due to joint-holders

141. If several persons are registered as joint-holders of any share, or are entitled jointly to a share in consequence of the death or bankruptcy of the holder, any one of them may give effectual receipts for any Dividend or other moneys payable on or in respect of the share.

RESERVES

Power to carry forward profit to reserve. Application of reserve.

142. The Board may, before recommending any Dividend, set aside out of the profits of the Company such sums as they think proper to one or more reserve funds to meet contingencies, or for equalising dividends, or for special Dividends, or for repairing, improving, and maintaining any of the property of the Company, or for such other purpose as the Board shall in their absolute discretion think conducive to the interests of the Company.

Division of reserve into special funds.

143. The Board may invest the sums so set aside upon such investments as they may think fit, and from time to time deal with and vary such investments and dispose of all or any part thereof for the benefit of the Company and may divide the reserve fund into special funds, as they may think fit, and may employ the reserve funds or any part thereof in the business of the Company and that without being bound to keep the same separate from the other assets. The Board may also without placing the same to reserve carry forward any profits which they may think not prudent to divide.

Power to carry forward profit

CAPITALISATION OF PROFITS AND RESERVES

Power to capitalise profits

144. The Company at a General Meeting may upon the recommendation of the Board resolve that it is desirable to capitalise any part of the amount for the time being standing to the credit of all or any of the Company's reserve accounts or to the credit of the profit and loss account or otherwise available for distribution and accordingly that such sum be set free for distribution amongst the Members who would have been entitled thereto if distributed by way of Dividend and in the same proportions, on condition that the same be not paid in cash but be applied either in or towards paying up any amounts for the time being unpaid on any shares held by such Members respectively or paying up in full unissued shares or Debentures or securities of the Company to be allotted and distributed credited as fully paid up to and amongst such Members in the proportion aforesaid or partly in the one way and partly in the other and the Board shall give effect to such resolution.

Capitalisation of profits

145. Whenever such a resolution as aforesaid shall have been passed, the Board shall make all appropriations and applications of the amount resolved to be capitalised thereby, and all allotments and issues of fully paid shares, Debentures or securities, if any, and generally shall do all acts and things required to give effect thereto, with full power to the Board to make such provision by the issue of fractional certificates or by payment in cash or otherwise as they think fit where shares, debentures or securities become distributable in fractions, including the power to sell all or any of such fractions. The Board shall also have power to authorise any person to enter on behalf of all Members interested into an agreement with the Company providing for the allotment to them respectively, credited as fully paid of any shares to which they may be entitled upon such capitalisation, or (as the case may require) for the payment of by the Company on their behalf, by the application thereto of their respective proportions of the amount resolved to be capitalised, of the amounts or any part of the amounts remaining unpaid on their existing shares, or for appointing any person to sign transfers of shares to avoid fractional certificates. Any agreement made under such authority shall be effective and binding on all such Members.

REGISTERS

Keeping of registers, etc

146. The Board shall duly comply with the provisions of the Act and in particular the provisions in regard to registration of charges created by or affecting property of the Company, in regard to keeping a Register of Directors and Secretaries an Interest Register, a Register of Members, a Register of mortgages and charges and a Register of Directors' share and debenture holdings and in regard to the production and furnishing of copies of such registers and of any Register of holders of Debentures of the Company.

ACCOUNTS

Board to keep proper accounts

147. The Board shall cause to be kept such books of accounts as are necessary to comply with the provisions of the Act.

Inspection of books

148. The books of accounts shall be kept at the office or at such other place in Sri Lanka as the Board think fit, and shall always be open to the inspection of any of the Directors. No Members (other than a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by the Act or as authorised by the Board or by Ordinary Resolution of the Company, and no Member not being a Director, shall be entitled to require or receive any information concerning the business, trading or customers of the Company or any trade secret or secret process used by the Company.

Presentation of accounts

149. The Board shall from time to time in accordance with the provisions of the Act cause to be prepared and to be laid before a General Meeting of the Company such profit and loss accounts, balance sheets, group accounts (if any) and reports including the annual report as may be necessary.

Copies of accounts

150. A copy of every balance sheet and profit and loss account which is to be laid before a General Meeting of the Company (including every document required by law to be annexed thereto), together with a copy of every report of the auditors relating thereto and of the Directors' report, shall not less than twenty one days before the date of the meeting be sent to every Member of and every holder of debentures of the Company and to every other person who is entitled to receive notices from the Company under the provisions of the Act or of These Presents provided that this article shall not require a copy of these documents to be sent to any person of whose address the Company is not aware or to more than one of joint-holders, but any Member to whom a copy of these documents has not been sent shall be entitled to receive a copy free of charge on application at the office.

AUDIT

Appointment of Auditor

151. At each Annual General Meeting, the retiring auditor, shall, without any resolution being passed, be deemed to have been re-appointed until the conclusion of the next ensuing Annual General Meeting, unless:

(i) he is not qualified for re-appointment;

(ii) a resolution has been passed at that meeting in accordance with the Act appointing some other person or firm instead of him or providing expressly that he shall not be so appointed; or

(iii) he has given to the Company notice in writing of his unwillingness to be appointed.

In any such case the Company shall at such meeting appoint some other person in lieu.

Casual vacancies

152. The Board shall have power to fill a casual vacancy in the office of auditor by appointing some person or firm to hold such office until the conclusion of the next Annual General Meeting but while any such casual vacancy continues the surviving or continuing auditor (if any) may act.

Validity of Auditor in spite of some formal defect

153. Subject to the provisions of the Act, all acts done by any person acting as auditor, shall as regards all persons dealing in good faith with the Company, be valid notwithstanding that there was some defect in his appointment or that he was at the time of his appointment not qualified for appointment.

Auditor's right to receive notices of and attend and speak at General Meetings

154. The auditor shall be entitled to attend any General Meeting and to receive all notices of and other communications relating to any General Meeting which any Member is entitled to receive, and to be heard at any General Meeting on any part of the business of the meeting which concerns him as auditor.

NOTICES

155. Any notice or document (including a share certificate) may be served by the Company on or sent to any Member either personally or by sending it through the post in a prepaid letter addressed to such Member at his registered address for the service of notice. Where a notice or other document is served by post, service shall be deemed to be effected at the expiration of forty eight hours after the letter containing the same is posted, and in proving such service it shall be sufficient to prove that such letter was properly addressed, stamped and posted.

Members resident abroad may notify an address within Sri Lanka

156. A Member whose registered address is outside Sri Lanka may from time to time notify in writing to the Company an address in Sri Lanka which shall for the purposes of notice be deemed to be his registered address.

Service of notices in respect of joint-holdings

157. In respect of joint-holdings all notices shall be given to that one of the joint-holders whose name stands first in the Register of Members, and notice so given shall be sufficient notice to all the joint-holders.

Service of notice after death or bankruptcy of a Member

158. A person entitled to a share in consequence of the death or bankruptcy of a Member, upon supplying to the Company such evidence as the Board may reasonably require to show his title to the share and upon supplying also an address within Sri Lanka for the service of notices, shall be entitled to have served upon him at such address any notice or document to which the Member but for his death or bankruptcy would have been entitled, and such service shall for all purposes be deemed sufficient service of such notice or document on all persons interested (whether jointly with or as claiming through or under him) in the shares. Save as aforesaid any notice or document delivered or sent by post to or left at the registered address of any Member in pursuance of These Presents, shall, notwithstanding that such Member be then dead or bankrupt and whether or not the Company have notice of his death or bankruptcy, be deemed to have been duly served in respect of any share registered in the name or such Member as sole or joint-holder.

Notices on Members having no registered address

159. If a Member has not supplied to the Company an address for the giving of notices to him, a notice posted up in the registered office of the Company shall be deemed to be duly given to him at the expiration of twenty-four hours from the time when it is so posted upon.

Notice by advertisement

160. Any notice required to be given by the Company to the Members or any of them and not expressly provided for by These Presents shall be sufficiently given if given by advertisement.

Mode of giving notice by advertisement

161. Any notice required to be or which may be given by an advertisement shall unless otherwise required by the Act be advertised once in any leading national daily newspaper.

162. Notwithstanding anything in These Presents contained the Board may if they so determine and at the cost and expense of the Company cause any notice or circular to Members to be sent by air mail to the address outside Sri Lanka of all such Members whose address outside Sri Lanka the Company or the Secretary shall be aware and that whether or not the Member shall have registered an address in Sri Lanka or shall have been sent such notice or circular to his address in Sri Lanka. A notice so sent by air mail shall be deemed to have been served at the expiration of seven days after the posting of the same. Nothing in this article contained shall entitle a Member who has not registered or supplied an address in Sri Lanka to have notices sent to him of a General Meeting.

WINDING UP

Distribution of assets *in-specie*

163. (i) If the Company shall be wound up, whether voluntarily or otherwise, the liquidator may with the sanction of a Special Resolution divide, among the contributories in specie or kind any part of the assets of the Company, and may with the like sanction vest

any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories or any of them as the liquidator, with the like sanction, shall think fit.

(ii) If thought expedient any such division may be otherwise than in accordance with the legal rights of the contributories and in particular any class may be given preferential or special rights or may be excluded altogether or in part but, in case any division otherwise than in accordance with the legal rights of the contributories shall be determined on, any contributory who would be prejudiced thereby shall have a right to dissent and ancillary rights as if such determination were a Special Resolution passed pursuant to the Act.

(iii) In case any of the shares to be divided as aforesaid involves a liability to calls or otherwise any person entitled thereto under such division may within ten days after the passing of the Special Resolution by notice in writing direct the liquidator to sell his proportion and pay him the net proceeds, and the liquidator shall if practicable act accordingly. The liquidator may, with the like authority, vest any part of the assets in trustees upon such trusts for the benefit of Members as the liquidator with the like authority shall think fit, and the liquidation of the Company may be closed and the Company dissolved, but so that no contributory shall be compelled to accept any shares in respect of which there is a liability.

(iv) Any Member of the Company whether as Director or not and whether alone or jointly with any other Member or with any person, firm or company may become the purchaser of the property of the Company or any part thereof in a winding-up or at any other time when a sale of the Company's property or any part thereof shall be made or effected on the liquidation of the Company.

INDEMNITY AND INSURANCE

Indemnity of Directors and officers

164. Subject to the provisions of the Act, every Director, Auditor, Secretary or other employee of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto.

165. The Company may indemnify a Director and employees of the Company or a related company, for any costs incurred by him in any proceeding:

(i) that relates to liability for any act or omission in his capacity as a Director or employee; and

(ii) in which judgement is given in his favour or in which he is acquitted or which is discontinued or in which he is granted relief under Section 526 of the Act.

166. The Company may also indemnify a Director and employees of the Company or a related Company in respect of:

(i) liability to any person other than the Company or a related Company for any act of omission in his capacity as a director or employee; or

(ii) costs incurred by that Director and employees in defending or settling any claim or proceeding relating to any such liability;

not being criminal liability or in the case of a Director, liability in respect of a breach of the duty specified in Section 187 of the Act.

Insurance for Directors and officers

167. The Company may with the prior approval of the Board effect insurance for any one or more of the Directors and employees of the Company or related company in respect of:

(i) liability not being criminal liability, for any act or omission in his capacity as a Director or employee;

(ii) costs incurred by that Director or employee in defending or settling any claim or proceeding relating to any such liability; or

(iii) costs incurred by that Director or employee in defending any criminal proceedings in which he is acquitted.

168. In articles 164 to 167 the word "Director" shall include a former Director and the words "effect insurance" "employees" and "indemnify" shall have the same meanings as set out in Section 218 of the Act.

SECRECY

Declaration of secrecy

169. Every Director, manager, auditor, trustee, Member of a committee, officer, servant, agent, accountant, or other person employed in the business of the Company, shall, if so required by the Directors, before entering upon his duties, sign a declaration pledging himself to observe a strict secrecy respecting all transactions of the Company with its customers and the state of accounts with individuals, and in matters relating thereto, and shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties, except when required so to do by the Directors or by any meeting, or by a Court of Law, and except so far as may be necessary in order to comply with any of the provisions in These Presents contained.

සමාගමේ අරමුණු

3. සමාගම ස්ථාපනය කරනු ලැබ ඇති අරමුණු පහත සඳහන් වන පරිදි වන්නේය.

i. අන්තර් ජාතික සහ / හෝ දේශීය ගුවන් සමාගමක් හෝ ගුවන් ප්‍රවාහන ආයතනයක් ලෙස ව්‍යාපාර කටයුතු පවත්වාගෙන යාම සහ ගුවන් මගීන්, ගුවන් බඩු සහ ගුවන් තැපැල් සේවාවන් සඳහා ගුවන් ප්‍රවාහනය සැපයීම සහ ශ්‍රී ලංකාවේ ජනරජය වෙත හෝ ඒ වෙතින් සහ ශ්‍රී ලංකාවේ ජනරජය තුළ හෝ ලෝකයේ ඕනෑම ප්‍රදේශයක එකී ව්‍යාපාර ආශ්‍රිත සේවා සහ සහයක සේවා පවත්වාගෙන යාම සහ ගුවන් සමීක්ෂණ කාර්යයන් ඇතුළුව සමාගම විසින් සුදුසුයැයි සලකනු ලබන කටයුතු සඳහා ගුවන් යානා යෙදවීම සහ එකී කාර්යයන් පහසුකරලීම සඳහා හෝ ඊට ආනුෂංගික වන්නා වූ හෝ ඊට යෝග්‍ය වන්නේ යැයි සලකනු ලබන්නා වූ කවර හෝ කටයුත්තක් ඉටු කිරීම.

ii. ශ්‍රී ලංකාව තුළ හෝ විදේශයන්හිදී ගුවන් තොටුපළවල ගොඩබිම් මෙහෙයුම් සේවා සැපයීමේ සහ ගුවන් තොටුපළවල ගොඩබිම් මෙහෙයුම් නියෝජිතවරුන් ලෙස ක්‍රියා කිරීමේ ව්‍යාපාර කටයුතු පවත්වාගෙන යාම.

iii. ගුවන් යානාස්ථ මුළුතැන් ගෙවල් පවත්වාගෙන යාම.

iv. වෙනත් අන්තර් ජාතික, ප්‍රාදේශික හෝ ජාතික වශයෙන් වූ ගුවන් සමාගම් සඳහා හෝ පාරිභෝගිකයන් සඳහා ගුවන් යානා පිරික්සුම් කිරීම, ගුවන් යානා නඩත්තු කිරීම, එංජින් නඩත්තු කිරීම, එංජින් හා උපාංග පිරිවැඩියා කිරීම සහ ඒ ආශ්‍රිත වෙනත් උපකරණ පිරිවැඩියා කිරීම ඇතුළු වන නමුත් ඊටම සීමා නොවූ ගුවන් යානා ඉංජිනේරුමය කාර්යයන් හා සේවා පවත්වාගෙන යාම, ඒවා ලබා ගැනීම, නඩත්තු කිරීම හා සැපයීම.

v. ස්වදේශිකයින් හා සංචාරකයන් සඳහාන්, හෝටල්වල, තනායම්වල, ආගන්තුක ලැගුම්හල්වල සිටින වෙනත් සංචාරකයන් වෙනුවෙන් නවාතැන්, ආහාර පාන, ඉඩ පහසුකම්, ගොඩබිම් ප්‍රවාහනය, සිරි නැරඹුම් ගමන් බිමන් හා විනෝදස්වාද කටයුතු සපයා දෙන වෙනත් ස්ථාන සඳහාන් ගුවන් ප්‍රවාහනය සහිතව හෝ රහිතව අභ්‍යන්තර සහ බාහිර හෝ ගමනාන්ත සංවර්ධනය හෝ නිවාඩු පැකේජ අරබයා මූලාශ්‍ර වෙළඳපළ හඳුනා ගැනීම, සේවා සැපයීම, පිළියෙළ කර දීම, පහසු කරලීම, වෙන්කර දීම හා සූදානම් කර දීම.

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vi. සමාගම විසින් ක්‍රියාත්මක කරනු ලබන ගුවන් ප්‍රවාහන සේවාවන්හී කාර්යක්ෂමතාව එහි ආර්ථිකයට අනුගතව ඉටුවන පරිදි පූර්ණ සංවර්ධනයක් සහිතව සලසා ගැනීම සහ එබඳු සේවා යුක්ති සහගත ගාස්තු මත සිදුකරනු ලබන බවට වගබලා ගැනීම.

vii. ශ්‍රී ලංකාව තුළ හෝ වෙනත් යම් ස්ථානයක සිටින වෙනත් තැනැත්තන්, සමාගම් හෝ ගුවන් සමාගම් සමග සංස්ථාවේ හෝ වෙනත් ආකාරයකට සහයෝගිතාව සහිතව ගුවන් ප්‍රවාහන සේවා ක්‍රියාත්මක කරනු ලැබීම පිණිස සම්මුතිවලට, ගිවිසුම්වලට හෝ කොන්ත්‍රාත්තුවලට එළඹීම හෝ ගුවන් ප්‍රවාහන සේවා ක්‍රියාත්මක කරනු ලබන වෙනත් තැනැත්තන් සමග මුදල් ලැබීම් හෝ ලාභ ලැබීම් ඒකරාශී කර ගැනීම පිණිස කිසියම් සම්මුති වලට එළඹීම.

viii. සමාගම හෝ වෙනත් යම් තැනැත්තන් විසින් කළමනාකරණ කාර්ය මණ්ඩලය හෝ ගුවන් නියමු කුටියේ සේවක පිරිස හෝ ගුවන් යානා මැදිරි සේවක පිරිස හෝ ගොඩබිම් ඉංජිනේරු සේවක පිරිස, ගුවන් ගමන් පාලන සේවක පිරිස හෝ වෙනත් යම් තනතුරු සඳහා සේවක පිරිස වශයෙන් සේවයේ නියුක්ත කරවනු ලැබ ඇති හෝ එසේ සේවයෙහි යොදවා ගැනීමට අදහස් කරන තැනැත්තන් හට ගුවන් ප්‍රවාහනය පිළිබඳ කරුණු සම්බන්ධයෙන් උපදෙස් දීම හෝ පුහුණු කිරීම පිණිස වන්නා වූ වැඩ පිළිවෙළ ඉදිරිපත් කර සකසා දීම.

ix. අනෙකුත් ගුවන් සමාගම් සමග ගුවන් මගීන් හා ගුවන් භාණ්ඩ අන්තර් රේඛීය සම්බන්ධනය සඳහා අවශ්‍ය වන්නා වූ සම්මුතිවලට හෝ ගිවිසුම්වලට එළඹීම.

x. ශ්‍රී ලංකාවේ හෝ වෙනත් ස්ථානයක පිහිටි යම් ගුවන් සමාගමකට අයත් ගුවන් යානාවලට අවශ්‍ය සියලු හෝ යම් සේවා සැපයීම.

xi. ගුවන් යානා, වායු පා යානා, ගුවන් යානා හා ගුවන් යානා එංජින්වල උපකරණ කොටස් හා අමතර කොටස් මිලදී ගැනීම, අත්කර ගැනීම හෝ කුලියට ලබා ගැනීම හෝ කුලියට දීම සහ ගුවන් යානාවල නඩත්තු කටයුතු, අලුත්වැඩියා කටයුතු හා පිරිවැඩියා කටයුතු සිදු කිරීම.

xii. මෙහි මීට පෙර නිශ්චිතව සඳහන් කරන ලද යම් විශේෂිත කාර්යයන් සඳහා අවශ්‍ය විය හැකි වන්නා වූ සියලුම පිරියත හා යන්ත්‍රෝපකරණ, රථවාහන සහ වෙනත් භාණ්ඩ හෝ උපකරණ අත්කර ගැනීම සහ නඩත්තු කිරීම.

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xiii. ගුවන් ප්‍රවාහන සේවා සැපයීම තුළ හෝ සමාගම විසින් කරගෙන යනු ලැබීම සඳහා බලය ඇති යම් වර්ගවලට අයත් වෙනත් කටයුතු තුළ නිරත වෙනත් යම් ව්‍යාපාර වෙනුවෙන් ඒජන්තවරුන් හෝ සාමාන්‍ය විකුණුම් ඒජන්තවරුන් ලෙස ක්‍රියා කිරීම.

xiv. සමාගමේ අරමුණුවලට හෝ ඒවායින් කිසිවකට යෝග්‍ය ලෙස පෙනෙන යම් ගිවිසුම්වලට ඕනෑම රජයක් හෝ දේශීය හෝ වෙනත් ආකාරයේ ඉහළ නිසි බලධරයන් සමග එළඹීම සහ එබඳු සම්මුතීන්, හිමිකම්, වරප්‍රසාද සහ ඵලප්‍රයෝජන ලබා ගැනීමත්, ඒ අනුව කටයුතු කර ක්‍රියා කිරීමත්, මනෝඥ වේ යැයි සමාගම හඟින යම් අයිතිවාසිකම්, වරප්‍රසාද සහ අනුග්‍රහයන් එබඳු රාජ්‍යයන් හෝ අධිකාරීන් වෙතින් ලබා ගැනීම.

xv. ගුවන් මගීන්, ගුවන් යානා සේවක පිරිස් සහ වෙනත් කාර්ය මණ්ඩල නැතහොත් වෙනත් ආකාර සේවක මණ්ඩල සඳහා නවාතැන් පහසුකම් සැපයීම පිණිස හෝටල් සමග කොන්ත්‍රාත්තුවලට එළඹීම සහ ගුවන් තොටුපළවල සිට සහ ඒ දක්වා ඔවුන්ගේ ප්‍රවාහනය සඳහාත්, ගමන් බඩු බාහිරාදිය සහ ගුවන් භාණ්ඩ එකතු කිරීම, භාරදීම සඳහා ගෙනයාම සහ ගබඩා කිරීම සඳහාත් පහසුකම් සැපයීම සහ ගුවන් ප්‍රවාහන සේවා සම්බන්ධයෙන් ගුවන් මගීන්ට, ගුවන් යානා සේවක පිරිස්වලට හෝ වෙනත් කාර්ය මණ්ඩලවලට හෝ වෙනත් ආකාර සේවක පිරිස්වලට හෝ යම් පහසුකම් සැපයීමේ ව්‍යාපාර කටයුතු පවත්වාගෙන යන තැනැත්තන් සමග එබඳු පහසුකම් සැපයීම පිණිස වූ ක්‍රියා පිළිවෙත් සම්පාදනය කිරීම.

xvi. ප්‍රවාහන ගැල් කුලී ආශ්‍රිත, බරැදීමේ කොන්ත්‍රාත් කරුවන්ගේ ගරාජ් වැඩහල් හිමියන් හෝ ඕනෑම වර්ගයකට අයත් මහා මාර්ග රථවාහන, ගුවන් යානා හා නෞකා, ටග් යාත්‍රා, බත්තල් සහ බෝට්ටු අයිතිකරුවන් හා කුලියට සපයන්නන්ගේ ද, මහා මාර්ග, දුම්රිය මාර්ග, ජල හෝ ගුවන් මගින් මෙහෙයම් ප්‍රවාහන කටයුතු කරන භාණ්ඩ හා මගීන් ගෙනයන සැහැල්ලු බත්තල් යාත්‍රාකරුවන් හා ප්‍රවාහකයන්ගේ ද, කොමිස් ඒජන්තවරුන්, රේගු ඒජන්තවරුන්, නැව් ඉඩු පැටවුම් හා බෑම් කටයුතුවල යෙදෙන්නන්, වාප්පු සේවක පිරිස්, භාණ්ඩ අධිකරි වරුන්, ඇසුරුම් කරුවන්, බරදින්නන්, ගුදම් සේවකයන්, ගබඩා භාරකරුවන්, ඉංජිනේරුවන්, විදුලි කාර්මිකයන් හා වැඩ නායකවරුන්ගේ ද සියලුම හෝ කවර හෝ ආකාර ව්‍යාපාරික කටයුතු පවත්වාගෙන යාම.

xvii. ආපන ශාලා, කෑම බීම, තේ කාමර, කැෆේ සහ කැවිලි හල් අයිතිකරුවන් වශයෙන් ද, සියලු ස්වකීය අදාළ ශාඛාවන්හී ආහාර පාන සපයන්නන් හා කොන්ත්‍රාත්කරුවන් වශයෙන් ද, බේකරි කරුවන්, රස කැවිලි නිපදවන්නන්, දුම්කොළ වෙළඳුන්, මස් වෙළෙන්දන්, මාළු වෙළෙන්දන්, කිරි විකුණන්නන්, බටර් විකුණන්නන්, කිරිපිටි කරුවන්, සිල්ලර බඩු වෙළෙන්දන්, කුකුළු මස් වෙළෙන්දන්, එළවළු වෙළෙන්දන්, ගොවියන්, අයිස් වෙළෙන්දන් සහ අයිස්ක්‍රීම් නිපදවන්නන්

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වශයෙන් ද සත හෝ ද්‍රව්‍ය තත්වයේ තොග හා සිල්ලර යන දෙආකාරයෙන්ම සියළු වර්ග වලට අයත් දෑ නිපදවීමටත්, මිලදී ගැනීමටත්, විකිණීමටත්, පිරිපහදු කිරීමටත්, සැකසීමටත්, වගා කිරීමටත්, ආනයනය කිරීමටත්, අපනයනය කිරීමටත්, ඒවා සම්පාදනයෙහිලා කටයුතු කිරීමටත්, අදාළ ව්‍යාපාර කටයුතු පවත්වාගෙන යාම සහ විශේෂයෙන් කියවීමේ, ලිවීමේ සහ දුම්බීමේ කාමර, අගුළු සහිත කුඩා අල්මාරි, ආරක්ෂිත තැන්පත් කිරීම්, දුරකථන හා විදුලි පණිවිඩ, සමාජ ශාලා, ගබඩා, සාප්පු හා වැසිකිළි වැනි සියලු ආකාරයේ පහසුකම් සහ ආකර්ශනීය සේවා දායකයන් සඳහාත් හා සෙසු අය සඳහාත් ස්ථාපනය කර සපයා දීම.

xviii. හොටල්, අපන ශාලා, කැෆේ, තැබෑරුම් හා බියර් හල් කරුවන්ගේ ද, ලැගුම්හල් කරුවන්ගේ ද, බලපත්‍රලාභී ආහාර පාන සපයන්නන්ගේ ද, වයින් , බියර් හා ස්ප්‍රිතු වෙළෙන්දන්ගේ ද, පෙරුම්කරුවන්, වියළි ධාන්‍ය වර්ග තනන්නන්, ඉස්කාගාර කරුවන්, අපනයන කරුවන් සහ වාතිත, ඛනිජ හා කෘතිම ජලය සහ වෙනත් පාන වර්ග නිපදවන්නන්ගේ ද, ආහාර පාන සපයන්නන්ගේ ද, මහජන විනෝදාස්වාදය සඳහා අහාර සපයන්නන්ගේ ද, සියලුම වර්ගවලට අයත් අහාර, ජීවී සහ අජීවී තොග සහ දේශීය හා විදේශීය නිෂ්පාදන ආනයනකරුවන් හා බ්‍රෝකර් වරුන්ගේ ද, කේෂලාචන්‍ය කරුවන්ගේ ද, සුවඳ විලවුන් සපයන්නන්ගේ ද, රසායන ද්‍රව්‍ය නිපදවන්නන්ගේ ද, සමාජ ශාලා, ස්නාන ස්ථාන, ඇඳුම් අඳින ස්ථාන, ලොන්ඩරි, පුවත්පත් කාමර, පුස්තකාල, විනෝදාස්වාදය සපයන භූමි හා ස්ථාන හා සියලු වර්ගවලට අයත් ක්‍රීඩා විනෝදාස්වාදය හා උපදෙස් සපයා ලබා දෙන්නන්ගේ ද, දුම්රිය මාර්ග නාවික හා ගුවන් සමාගම් සහ ප්‍රවාහකයන්ගේ ද සිනමාත්මක ඔපෙරා බොක්ස් ඔෆිස් නිමියන්ගේ ද, ව්‍යවසායකයන්ගේ ද, සාමාන්‍ය ඒජන්තවරුන්ගේ ද, ව්‍යාපාර කටයුතු සහ ඊට අදාළ පහසුවෙන් කරගෙන යා හැකි වෙනත් යම් ව්‍යාපාර කර්තව්‍යයන් පවත්වාගෙන යාම.

xix. සෝඩා උල්පත් ස්ථාන, හා වාතිත ජලය ආශ්‍රිත ව්‍යාපාරවල හා සියලුම වර්ග වලට අයත් ඛනිජ හා වාතිත ජලය සහ අනෙකුත් ද්‍රව වර්ග නිපදවීම, මිලදී ගැනීම, විකිණීම, වැඩි දියුණු කිරීම, සත්කාර කිරීම, ආරක්ෂිතව කල් තබා ගැනීම, පිරිපහදු කිරීම, වාතිත කිරීම , ඛනිජකරණය කිරීම, බෝතලවල ඇසිරීම හා අදාළ වෙනත් ආකාර කටයුතු කිරීම ආශ්‍රිත ව්‍යාපාරවල නිරත වීම.

xx. සමාගමේ ව්‍යාපාර කර්තව්‍යයේ හෝ එහි ශාඛාවක හෝ දෙපාර්තමේන්තුවක කාර්යය පිණිස අවශ්‍ය වේ යැයි හෝ පහසු වෙතැයි හෝ හැහෙන යම් ඉඩමක් හෝ ඉඩම් හෝ එහි යම් කොටසක් හෝ කොටස් සහ යම් ගොඩනැගිලි, යන්ත්‍ර සූත්‍ර උපකරණ, මෙවලම්, ජීවී හෝ අජීවී තොග ගබඩා, බඳු බාහිරාදිය හා වෙනත් දේපළ, වාස්තව හෝ පුද්ගල, නිශ්චල හෝ චංචල යන ඕනෑම වර්ගයකට අයත් දේපළ සහ ශ්‍රී ලංකා ජනරජය තුළ හෝ වෙනත් ස්ථානයක සිට ලබාගත හැකි යම් කොන්ත්‍රාත්තු, අයිතිවාසිකම්, පරවශතා, වරප්‍රසාද හෝ අනුග්‍රහයන් මිලදී ගැනීම කල් බදු

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ක්‍රමයට ගැනීම හෝ කුලියට ලබා ගැනීම හෝ හුවමාරු කර ගැනීම, කුලියට සැපයීම හෝ වෙනත් අයුරින් අත්කර ගැනීම, කුලියට දීම හෝ බදු දීම.

xxi. නිවාස වල, බංගලාවල, මහල් නිවාසවල, හෝටල්වල, ගුදම්වල, ගබඩාවල, සාප්පුවල, කාර්යාලවල, සමාජ ශාලාවල, සිනමා ශාලාවල, අවන් හල්වල, ටීටර් ශාලාවල, සහ වෙනත් ගොනැගිලිවල දේපළ හිමිකරුවන් හෝ බදු ලාභීන් ලෙස කටයුතු කරමින් ඒවා හෝ ඒවායින් කිසිවක් හෝ ඒවායේ බද්ධ නිවාස හෝ බදු දීම හා ඒවායේ කුලී නිවැසියන්ගේ හා පදිංචි කරුවන්ගේ ද, අනෙකුත් තැනැත්තන්ගේ ද, ප්‍රයෝජනය පිණිස පිරිසිදු හා සුවදායී නවාතැන් ගැන්මක් සැපයීමේ ව්‍යාපාර කටයුතු පවත්වාගෙන යාම සහ මෙම අරමුණු කිසිවක් හා සම්බන්ධයෙන් පහසුවෙන් කරගෙන යා හැකි වෙනත් ව්‍යාපාර කටයුතු ඉටු කිරීම.

xxii. වඩාත් ප්‍රඥාගෝචර වේ යැයි හැඟෙන හා විශේෂයෙන්, වඩාත්ම විශිෂ්ටයැයි සැලකෙන සම මිලට, අයි මිලට හෝ වට්ටම් මිලට හා නිදහස් කරගත හැකි හෝ නිදහස් කරගත නොහෙන හෝ සදානන වන්නා වූ සමාගමේ වර්තමාන හෝ අනාගත දේපළ (නොකැඳවූ ප්‍රාග්ධනය ද ඇතුළුව) සියල්ල හෝ ඉන් කොටසක් මත අයකර ගැනෙන හෝ එසේ අයකර නොගැනෙන සෘණ පත්‍ර, ණයකර ව්‍යාපාර වස්තු, දරන්නා වෙත නිකුත් කෙරෙන බැදුම්කර හෝ වෙනත් ආකාර බැදුම්කර නිකුතුවක් මගින් මුදල් ඇපකර මත හෝ ණය බැඳුම්කර මත හෝ කැපබල කිරීම හෝ උකස් කිරීම මත සමාගමේ කාර්යන් සඳහා ණයට මුදල් ගැනීම හෝ ලබා ගැනීම.

xxiii. සමාගමට අයත් නියෝජිතායතනයක් මගින් හෝ වෙනත් යම් ආයතනයක් මගින් සම්පාදනය කර හෝ ක්‍රියාත්මක කර හෝ අත්කරගෙන හෝ තිබුණේ හෝ නොතිබුණේ වුව ද උකස්කර, ණය මුදල්, ආයෝජන සහ ඇපකර කිසිවකට අදාළව යම් ඇප සහතිකයක් ලබා දීම සහ සමාගමේ හෝ සමාගම සමග ව්‍යාපාර කටයුතු පවත්වාගෙන යන එහි සේවා දායකයන්ට හෝ වෙනත් යම් තැනැත්තන්ට හෝ සංස්ථාවලට අයත් කොන්ත්‍රාත්තු හෝ බැඳීම් කිසිවක් ඉටු කිරීමේදී හෝ සෘජුව හෝ වක්‍රව වුව ද සමාගම විසින් ස්වකීය ව්‍යාපාර හෝ ව්‍යාපාර ආයතන සම්බන්ධයෙන් සිය අභිලාශය දැක්වීමේදී ඊට පොදුවේ ඇප සහතික වීම හෝ ඇප කරුවෙකු බවට පත්වීම.

xxiv. සමාගම විසින් අනුමත කරනු ලබන පරිදි නියම කරගත් කොන්දේසි මත තැන්පත් හෝ ණය මත මුදල් ලබා ගැනීම හෝ සේවා දායකයන්ගේ හා වෙනත් අයගේ බැඳියාවන් හා කොන්ත්‍රාත්තු මත ඇප සහතික වීම.

xxv. විශේෂයෙන් සමාගම සමග ගනුදෙනු පවත්වා ගන්නා සේවාදයකයන් හා වෙනත් තැනැත්තන් ඇතුළුව යෝග්‍ය වෙතැයි පෙනෙන කොන්දේසි මත පුද්ගලයන්ට හෝ සමාගම්වලට ණය මුදල්

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දීම සහ එබඳු තැනැත්තන් හෝ සමාගම් විසින් ඇතිකර ගනු ලබන ගිවිසුම් ඉටු කිරීම් සම්බන්ධයෙන් ඇප සහතික වීම.

xxvi. සමාගම සුදුසු යැයි හඟින ආකාරයේ මුදල් දීමනා හෝ විශ්‍රාම වැටුප් දීමනා හෝ අර්ථසාධක අරමුදල් හෝ වෙනත් හෝ අන් කවර ආකාරයක දීමනා ලබාදීම මගින් තම සේවා නියුක්තික තැනැත්තන්ගේ හෝ කලින් සේවයේ යොදවාගත් තැනැත්තන්ගේ සහ / හෝ එබඳු තැනැත්තන්ගේ භාර්යාවන්ගේ වැන්දඹුවන්ගේ සහ / හෝ පවුලේ අයගේ හෝ යැපෙන්නන්ගේ සුභසාධනය සඳහා කටයුතු සලසා දීම.

xxvii. ස්වකීය මෙහෙයුම් කටයුතු වලට හෝ ආයතන වලට හෝ අරමුදල් වල හෝ අරමුණු වල පිහිටීම නිසා සහ යෝග්‍ය වෙතැයි පෙනෙන එවැනි කාරණා වලින් උද්ගත වන හේතූන් මත සමාගම විසින් අධාර දෙනු ලැබ අනුබල දැක්විය යුතු යැයි යනුවෙන් යම් සදාචාරාත්මක හෝ වෙනත් අයිතිවාසිකමක් ඊට පවතින්නාවූ පොදු ලක්ෂණ සහිත යහසාධක හෝ පුණ්‍යලාභී ජාතික හෝ වෙනත් ආයතන හෝ අරමුණු (දේශීය වශයෙන් හෝ සාමාන්‍ය වශයෙන් වුවද) වෙනුවෙන් දායකවීම හෝ වෙනත් අයුරකින් උපකාර කිරීම.

xxviii. සමාගම විසින් මනෝඥ යැයි හඟිනු ලබන යම් ජාතික, පොදු, අධ්‍යාපනික, සංස්කෘතික, පුන්‍යලාභී, යහසාධක, දේශපාලනික හෝ ආගමික අරමුණක් හෝ සංවිධානයක් වෙනුවෙන් ප්‍රදාන, දායක මුදල් හෝ වෙනත් ආකාර සම්මාදම් වීම් මගින් මූල්‍ය ආධාර සැලසීම සහ ඒවාට උපකාර කොට දායක වීම.

xxix. නෞභාර පත්‍ර, වොරන්ට් බලපත්‍ර, විනිමය බිල්පත්‍ර, පොරොන්දු නෝට්ටු සහ වෙනත් පවරා දෙනු ලැබිය හැකි හෝ ගනුදෙනු සාකච්ඡා කළ හැකි සාධන පත්‍ර ලිවීම, සෑදීම, පිළිගැනීම, පිටසන් කිරීම, ගනුදෙනු කිරීම, වට්ටම් කිරීම, ඉටු කිරීම හා නිකුත් කිරීම සහ සමාගම වෙනුවෙන් බැංකු ගිණුම් විවෘත කිරීම.

xxx. ශ්‍රී ලංකාව තුළ හෝ වෙනත් යම් ස්ථානයකදී සිනනක්ර ඉඩම් සහ බදුකර ඉඩම්, සත්ව ගොවිපළ මධ්‍යස්ථාන, ලොම්, ගව, කොටස්, සුරැකුම්, වෙළඳ ද්‍රව්‍ය හා වෙනත් දේපළ ඇපයට තබා පොලියක් මත මුදල් ආයෝජනය කිරීම සහ යෝග්‍ය යැයි පෙනෙන නියමයන් මත යම් කොන්දේසි වලට යටත්ව සාමාන්‍ය වශයෙන් මුදල් ණයට දීම හෝ අත්තිකාරම් ලෙස දීම.

xxxi. සමාගම විසින් ලෝකයේ ඕනෑම ප්‍රදේශයක අත්කර ගනු ලැබ ඇති හෝ අත්කර ගැනීමට නියමිත මොනයම් හෝ වර්ගයක මූර්ත හෝ පුද්ගල, නිශ්චල හෝ චංචල ඉඩම්, වතු දේපළ සහ වත්කම්

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සඳහා හෝ සමාගම විසින් ඉටුකරන ලද හෝ ඉටුකරනු ලැබීමට නියමිත යම් සේවා සඳහා ශ්‍රී ලංකා ජනරජය තුළ ගෙවීම් කිරීම සහ මුදලින් හෝ ඍණ පත්‍ර හෝ ඍණකර ව්‍යාපාර වස්තු කොටස් වලින් හෝ එක් අතකින් කොටස් වශයෙන් සහ අනෙක් අතට කොටස් වශයෙන් හා යම්කිසි වෙනත් අයුරකින් සමාගම විසින් ගෙවනු ලැබීමට හෝ දෙනු ලැබීමට ඇති යම් ප්‍රතිඵල, එකී අරමුණු සඳහා පූර්ණ වශයෙන් හෝ අර්ධ වශයෙන් ගෙවා නිම කරන ලද යම් කොටස් නිකුතුවක් කිරීම සඳහා බලය සහිතව, සාමාන්‍ය පරිදි ගෙවීම හෝ නිදහස් කිරීම.

xxxii. සමාගම විසින් විකුණනු ලැබූ හෝ වෙනත් ආකාරයකින් ව්‍යාපහරණය කරනු ලබූ මොනයම් හෝ වර්ගයකට අයත් සමාගම සතු යම් ඉඩම්, මූර්ත හෝ පුද්ගල, නිශ්චල හෝ චංචල වතු දේපළ සහ වත්කම් විකිණීම හෝ ව්‍යාපහරණය වෙනුවෙන් හෝ මුදලින් හෝ යම් සමාගමක කොටස් (සම්පූර්ණ වශයෙන් හෝ අර්ධ වශයෙන් ගෙවා නිම කළ ද නොකළ ද) හෝ යම් සමාගමකට හෝ පුද්ගලයෙකුට අයත් උකස් ඍණකර හෝ බැඳියාවන් වලින්, එකී ක්‍රම වලින් එකක අනුසාරයෙන් අර්ධ වශයෙන් සහ අර්ධ වශයෙන් වෙනත් ක්‍රමයකින් හෝ ඊට වෙනස් වූ වෙනත් වර්ගයකින් හෝ ක්‍රමයකින් යන කුමන හෝ ආකාරයක් මඟින් සමාගම විසින් ලැබීමට නියමිත වෙනත් යම් ප්‍රතිඵල නිදහස් කිරීම වෙනුවෙන් ප්‍රතිඵල ලෙස මුදල් භාර ගැනීම.

xxxiii. සමාගමේ අරමුණු ඇතුළත කුමන හෝ ව්‍යාපාර කටයුත්තක් කරගෙන යන්නා වූ හෝ එසේ කරගෙන යාමට යෝජනා කරන්නා වූ යම් සමාගමක් සමග එක්සත් වීම, සහයෝගිතාවයෙන් කටයුතු කිරීම හෝ ලාභ බෙදා ගැනීමේ සම්මුතියකට, අභිලාෂ සබඳතාව හෝ සහයෝගිතාව සඳහා වූ හවුල්කාරිත්වයකට හෝ ප්‍රතිබද්ධ පසුම්බි සම්මුතියකට හෝ එළඹීම සහ එම සමාගමට අයත් කොටස්, ව්‍යාපාර වස්තු හෝ සුරැකුම් අත්කර ගැනීම හා දැරීම, විකිණීම, ඊට අදාළ ගනුදෙනු යනාදිය කිරීම හෝ ව්‍යාපහරණය කිරීම මෙන්ම, ලාභාංශ ගෙවීම මත, යම් කොටසක, ව්‍යාපාර වස්තුවක හෝ සුරැකුමක පොලිය හෝ ප්‍රාග්ධනය ආශ්‍රිත කොන්ත්‍රාත්තු හෝ බැරකම් වෙනුවෙන් ඇපසහතික වීම සහ එබඳු යම් සමාගමක් විෂයෙහි සහනදායී ලෙස උපකාර කිරීම හෝ වෙනත් අයුරකින් සහය දැක්වීම.

xxxiv. මෙම සමාගමේ වත්කම් හෝ බැරකම් සියල්ල හෝ ඉන් කොටසක් අත්කර ගැනීම සහ පවරා ගැනීම ඇතුළත් වන්නා වූ යම් වෙනත් සමාගමක අරමුණු ප්‍රවර්ධනය කිරීම හා ස්ථාපනය කිරීම හෝ මෙම සමාගමේ අරමුණු හා අභිලාෂයන් යම් ආකාරයකින් වැඩි වර්ධනය කිරීම පිණිස සෘජුව හෝ වක්‍රව බලපාන දෑ ප්‍රවර්ධනය කිරීම සහ එබඳු යම් සමාගමකට අයත් කොටස්, ව්‍යාපාර වස්තු හෝ සුරුකුම් පත් අත්කර ගැනීම හා දැරීම හෝ ව්‍යාපහරණය කිරීම සහ එම සමාගම විසින් නිකුත් කරන ලද ලාභාංශ, පොලී හෝ කොටස්වල ප්‍රාග්ධනය, ව්‍යාපාර වස්තු හෝ සුරැකුම් හෝ ඊට අයත් යම් බැඳියාවන් විෂයෙහි ඇප සහතික වීම.

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xxxv. මෙම සමාගමේ කාර්යයන් සඳහා සුදුසු දේපළ පවත්වාගෙන යාමට හෝ අයිතිකර තබා ගැනීමට මෙම සමාගමට ස්වකීය ව්‍යාපාර තුළ යම් කර්තව්‍යයක් ශ්‍රී ලංකා ජනරජය තුළ හෝ වෙනත් යම් ස්ථානයක කරගෙන යාම විෂයෙහි බලය පවරාදී ඇති පරිදි යම් නැනැත්තෙකුගේ හෝ සමාගමක ව්‍යාපාරවල, දේපළ වත්කම්වල සහ බැරකම්වල සියලුම දැ හෝ ඒවායේ යම් ප්‍රමාණයක් මුදල් වලින්, කොටස් වලින්, බැඳුම්කර වලින් හෝ වෙනත් අයුරකින් භාර ගැනීම සඳහා මිලට ගැනීම මගින් අත්කර ගැනීම.

xxxvi. විවිධ භාණ්ඩ වර්ග හා ආහාර ද්‍රව්‍ය වෙළඳාම් කිරීම සහ කුමන හෝ මට්ටමකින් රජය, ඉහළ හෝ දේශීය හෝ වෙනත් ආකාර නිසි බල අධිකාරී වෙනුවෙන් කොන්ත්‍රාත් කරුවන් ලෙස ක්‍රියාකර යම් ඉහළ හෝ දේශීය හෝ වෙනත් ආකාර රාජ්‍ය ආයතනයක ප්‍රයෝජනය පිණිස හා නැවත විකිණීම පිණිස යම් වෙනත් ස්වභාවයක නිවාස, සාප්පු, ආරෝග්‍ය ශාලා හෝ මහ මාර්ග තැනීම සහ අමු ද්‍රව්‍ය, නිමි භාණ්ඩ හෝ වෙනත් යම් ද්‍රව්‍ය සැපයීම.

xxxvii. සමාගමේ අරමුණු ඉටුකර ගැනීම පිණිස සහ අවශ්‍ය අවස්ථා වලදී ඒවා නියාමනය කර අවලංගු කිරීමට කටයුතු කරමින් ශ්‍රී ලංකාව තුළ හෝ වෙනත් කුමන හෝ ස්ථානයක ශාඛා, නියෝජිතායතන හා දේශීය මණ්ඩල පිහිටුවීම.

xxxviii. ශ්‍රී ලංකාව තුළ නේවාසිකව සිටින හෝ නොසිටින යම් සමාගම් හෝ නැනැත්තන් කළමනාකරණ නියෝජිත හෝ ලේකම් හෝ කළමනාකරණ නියෝජිත වරුන් හෝ ලේකම් වරුන් ලෙස පත් කිරීම සහ එබඳු යම් කළමනාකරණ නියෝජිත වරුන් හෝ ලේකම් වරුන් සමග ලාභ බෙදාගැනීම පිණිස ගිවිසුම් වලට එළඹීම.

xxxix. සමාගම විසින් යෝග්‍ය යැයි හඟින, විශේෂයෙන්, වෙනත් සමාගම් වලට අයත් කොටස් (බැර කරන ලද හෝ අර්ධ වශයෙන් හෝ පූර්ණ වශයෙන් හෝ වෙනත් ආකාරයකින් ගෙවා නිම කරන ලද), ව්‍යාපාර වස්තු, ඍණ පත්‍ර, හෝ ඇප සුරැකුම් පත් සඳහා ඒවා ශ්‍රී ලංකාවේ ජනරජය තුළ හෝ වෙනත් යම් ස්ථානයක ලියාපදිංචි කර අත්තේ හෝ නොමැත්තේ වුවද, ප්‍රතිෂ්ඨා ලබා ගැනීම පිණිස සමාගමට අයත් දේපළ, ව්‍යාපාර හෝ ආයතන සම්පූර්ණයෙන්ම හෝ අර්ධ වශයෙන් හෝ විකිණීම හෝ ව්‍යාපහරණය කිරීම.

xl. සමාගමට අයත් දේපළවල හෝ අයිතිවාසිකම්වල සියල්ල හෝ එහි යම් කොටසක් විකිණීම, වැඩි දියුණු කිරීම, කළමනාකරණය කිරීම, සංවර්ධනය කිරීම, හුවමාරු කිරීම, බදු දීම, උකස් කිරීම, ඊට

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ඡන්ද වරය දීම. ව්‍යාපහරණය කිරීම, ගිණුමක් බවට පෙරළීම හෝ වෙනත් ආකාරයකින් කටයුතු කිරීම.

xli. සමාගමට සමාන හෝ ඒ හා සමානව පවත්වාගෙන යනු ලබන යම් ව්‍යාපාරයක් හෝ ව්‍යාපාර ආයතනයක් විෂයයෙහි සමාගම විසින් ඉහත කී පරිදි කැමැත්තක් දක්වනු ලබන යම් ඉඩමක් හෝ ගොඩනැගිල්ලක් සම්බන්ධයෙන් හෝ ඊට අදාළව එම ව්‍යාපාරයෙහි හෝ ව්‍යාපාර ආයතනයෙහි වත්කම් හෝ බැරකම් සියල්ල හෝ ඉන් කොටසක් සම්බන්ධයෙන් හෝ අභිලාෂයක් ඇතිවීම මත එම ව්‍යාපාරය හෝ ව්‍යාපාර ආයතනය අත්කර පවරා ගැනීම සහ යෝගය යැයි පෙනෙන පරිදි එය පවත්වාගෙන යාම හෝ ව්‍යාපහරණය කිරීම හෝ ඉවත් කිරීම හෝ එය අවසානයක් කිරීම හෝ වෙනත් අයුරකින් කටයුතු කිරීම.

xlii. ඉහත කී පරිදි මෙම සමාගමට හෝ වෙනත් කිසියම් සමාගමකට අයත් බැරකම්වලට යටත්ව, ඇවර කිරීමක් සහිතව හෝ රහිතව ඉහත කී පරිදි මෙම සමාගමට හෝ වෙනත් කිසියම් සමාගමකට අයත් ව්‍යාපාර වස්තු කොටස් සියල්ල හෝ ඒවායේ පාලන අභිලාෂය හවුල්කාරිත්වයක් මගින් වෙනත් යම් බද්ධ ව්‍යාපාරිකත්ව ස්වභාවයක සම්මුතියක් මගින් හෝ වෙනත් යම් ආකාරයකින් විකිණීම හෝ මිලදී ගැනීම තුළින් (පූර්ණ හෝ අර්ධ වශයෙන් ගෙවා නිමි කොටස් හෝ වෙනත් අයුරකින්) එකී ව්‍යාපාරික ආයතනය විකුණනු ලැබුව ද, මිලදී ගනු ලැබුව ද, මෙම සමාගමේ සමාන අරමුණු හා වෙනත් යම් සමාගමක ඊට සමාන අරමුණු ද ඇතුළත් කර ගනිමින් මෙම සමාගම එකී අනෙකුත් සමාගම සමඟ ඒකාබද්ධ වීම.

xliii. ගුවන් තොටුපළ, ගොඩබෑම් භූමි, මුහුදු ආශ්‍රිත තොටුපළ, ගංගා ආශ්‍රිත තොටුපළ සහ පියසර බෝට්ටු මධ්‍යස්ථාන ශ්‍රී ලංකා ජනරජය තුළ හෝ වෙනත් ස්ථානයක ඉදිකිරීම, වැඩි දියුණු කිරීම හෝ අත්කර ගැනීම.

xliv. මෙම සමාගමේ කාර්යයන් සඳහා සුදුසු වන්නාවූ ආලෝක ධාරා, ප්‍රදීපස්තම්භ සහ රැහැන් රහිත සවි කිරීම් අත්කර ගැනීම.

xlv. මෙම සමාගමට අහිතකරව බලපෑ හැකි සියලුම වර්ගවලට අයත් අලාභ හානි, අවදානම් හා බැරකම් එල්ලේ වෙනත් සමාගමක් හෝ තැනැත්තෙකු සමඟ රක්ෂණාවරණය ලබා ගැනීම.

xlvi. ගුවන් මගින්, තැපැල් ප්‍රවාහනය සඳහා වන ගිවිසුම් යටතේ දැක්වෙන කොන්දේසි මත තැපැල් පති ජනරාල් වරයා හෝ ලෝකයේ වෙනත් කවර හෝ ප්‍රදේශයක සිටින වෙනත් යම් නිසි බලධරයන් සමඟ ඊට අදාළ කොන්ත්‍රාත්තුවලට එළඹීම.

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xlvii. සෑම වර්ගයකටම අයත් ද්‍රව්‍ය, ආහාර වර්ග සහ පාන වර්ග විකිණීමේ කාර්යය සඳහාත්, එකී කටයුතු සඳහා ඕනෑම වර්ගයකට අයත් ගිවිසුම්වලට එළඹීම සඳහාත් ස්වයංක්‍රිය විකුණුම් යන්ත්‍ර ආශ්‍රිත ව්‍යාපාරය තුළ ඊට අවශ්‍ය යන්ත්‍රෝපකරණ ආනයනය කිරීම, නිපදවීම, අලුත්වැඩියා කිරීම, නඩත්තු කිරීම, සවි කිරීම, විකිණීම, බදු දීම, කුලියට ගැනීම හෝ කුලියට දීම සහ ඊට අදාළ ඕනෑම ව්‍යාපාර කටයුත්තක් ඉටු කිරීම.

xlviii. ඕනෑම විදේශ රටක හෝ ස්ථානයක ලියාපදිංචි කිරීමට නියමිත සමාගමක් සඳහා අවශ්‍ය ද්‍රව්‍ය සපයා දීම හා එබඳු ස්ථාන වල නිත්‍යානුකූල ලෙස කරගෙන යා හැකි ඕනෑම ව්‍යාපාර කටයුත්තක නියැලීම.

xlix. ශ්‍රී ලංකා ජනරජය තුළ හෝ වෙනත් ස්ථාන වලට නීතීඥයන්, නියෝජිතයන්, අධිකාරී වරුන්, කළමනාකරුවන්, ලිපිකරුවන්, යන්ත්‍ර කාර්මිකයන්, කාර්මික ශිල්පින්, ගුවන් යානා සේවක පිරිස්, පුහුණු වැඩකරුවන්, කම්කරුවන් හා සේවකයන් පත් කිරීම, සේවයට බඳවා ගැනීම, සේවයෙහි නියුක්ත කරවීම, නඩත්තු කිරීම, ඔවුනට අවශ්‍ය දෑ සම්පාදනය කර දීම හා සේවයෙන් පහ කිරීම සහ සුදුසු යැයි සැලකෙන ආකාරයේ පාරිශ්‍රමික එකී සේවා නියුක්තිකයන්ට ගෙවීම.

l. වෙළෙන්දන් සහ සාමාන්‍ය නියෝජිත වරුන් ලෙස ක්‍රියා කරමින් ඔවුන්ගේ ව්‍යාපාර කටයුතු කරගෙන යාම සහ ශ්‍රී ලංකාව තුළ හෝ වෙනත් යම් ස්ථානයක ඕනෑම වර්ගයකට අයත් දේපළ හා වතුවල හම්කාරිත්වය දරමින් ඊට අදාළ ව්‍යාපාර කටයුතු පවත්වාගෙන යන යම් සමාගමක හෝ සමාගම්වල අධ්‍යක්ෂ වරුන්, ලේකම් වරුන් හෝ සම අත්සන්ලාභීන් ලෙස ක්‍රියා කිරීම හෝ මෙම කර්තව්‍යයන්ගෙන් සමහරක් හෝ සියල්ල සමගාමී ලෙස ඉටු කිරීමට බාර ගැනීම සහ මුදල් ආයෝජනය, ණය ගෙවීම්, ප්‍රේෂණ කිරීම්, හා එකතු කිරීම් වෙනුවෙන් නියෝජිත වරුන් ලෙසත්, ව්‍යාපාර අභිලාෂයන් හා ව්‍යාපාරික ආයතන ඇතුළුව දේපළ මිලදී ගැනීම, වැඩි දියුණු කිරීම, සංවර්ධනය කිරීම සහ කළමනාකරණය කිරීම වෙනුවෙන් නියෝජිතවරුන් ලෙසත් ක්‍රියා කිරීම සහ යම් භාරයක් මත දේපළ පිළිගැනීම සඳහා වාණිජමය හෝ මූල්‍යමය කරුණුවලට අදාළ වුව ද, නොවුව ද සියලුම වර්ගවලට අයත් නියෝජිතායතන ව්‍යාපාර ගනුදෙනු කටයුතු වල නියැලීම සහ එකී දේපළවල භාරකරු සහ බලකරු, අද්මිනිස්ත්‍රාසිකරු, ලැබුම්කරු, නීතීඥ හෝ අධ්‍යක්ෂ ලෙස නිර්මූල්‍ය ආකාරයෙන් හෝ යම් වෙනත් ආකාරයකින් ක්‍රියා කිරීම.

li. සමාගමට අයත් ඉහත සඳහන් යම් ව්‍යාපාරවලට හෝ සාමාන්‍ය ව්‍යාපාරවලට සම්බන්ධ හෝ අනුයාත වන්නා වූ අයුරින් සමාගම විසින් වාසිදායක ලෙස කරගෙන යනු ලැබෙනැයි අධ්‍යක්ෂ මණ්ඩලයට අදහස් කළ හැකි වෙනත් යම් වෙළඳ කටයුත්තක් හෝ වෙනත් කුමන හෝ ව්‍යාපාරයක් පවත්වාගෙන යාම.

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iii. තනිව හෝ අන් තැනැත්තන් හා එක්ව භාරකරුවන් නියෝජිත වරුන් හෝ වෙනත් ආකාරයෙන් ඔවුන් විසින් හෝ ඔවුන් හරහා නියෝජිත වරුන්, ඒජන්ත වරුන්, කොන්ත්‍රාත් කරුවන්, භාරකරුවන් වශයෙන් හෝ වෙනත් ආකාරයකින් ලෝකයේ ඕනෑම ස්ථානයක ඉහත සඳහන් සියලුම හෝ සමහර කාර්යයන් ඉටු කිරීම.

iii. නීතිය මගින් අවස්ථානුකූලව නියමකර ඇති සම්බාධක හැරුණු විට, ලාභාංශ මගින් හෝ ප්‍රාග්ධන ලාභ මත හෝ වුව ද, නොවුව ද, එහෙත් ප්‍රාග්ධනය අවකරණයකට තුඩුදෙන බෙදා හැරීමක් විය නොහැකි වන පරිදි සමාගමකට අයත් යම් දේපළක් එම වර්ගයෙන්ම සමාජිකයන් අතර බෙදා දීම.

iv. ඉහත නම් කරන ලද අරමුණු හෝ ඒවායින් කිසිවක් හෝ ඉහත සඳහන් අරමුණුවලින් එකක් හෝ වැඩි ප්‍රමාණයක් සාක්ෂාත් කර ගැනීම පිණිස ආනුෂංගික හෝ යෝග්‍ය වන්නා වූ සියලුම අනෙකුත් දෑ කිරීම. ඉහත සඳහන් වගන්තිවල (ප්‍රතිවිරුද්ධ අදහසක් විද්‍යාමාන නොවන්නේ නම් මිස) "සමාගම්" යන වදනට සමාගම් හෝ සංස්ථා ඇතුළත් වන බවත්, "තැනැත්තා" යන වදනට තැනැත්තන් ඕනෑම සංඛ්‍යාවක් ඇතුළත් වන බවත්, කිසියම් ඡේදයක නිශ්චිතව දක්වා ඇති වෙනත් අරමුණු, වෙනත් යම් ඡේදයකට සැදැහුමක් දීම මගින් හෝ යම් ඡේදයක් මගින් අනුමේයයක් ඇති කිරීමෙන් සීමා කරනු හෝ අවහිර කරනු ලැබ නොමැති බවත් මෙයින් ප්‍රකාශ කෙරේ. එකී ඡේද කිසිවක් හෝ එහිලා නිශ්චිතව සඳහන් අරමුණු කිසිවක් හෝ එමගින් ලබාදී ඇති බලතල කිසිවක්, ව්‍යාපාර ආයතනය හෝ දේපළ ගනුදෙනු කිරීමට, අත්කර ගැනීමට, කටයුතු කිරීමට හෝ සිද්ධ කිරීමට යෝජිත ක්‍රියා මෙම ඡේදයෙහි ප්‍රථම ඡේදයේ අරමුණුවලට නොවැටීම නොසලකා ලෝකයේ කවර හෝ ස්ථානයක මෙම වගන්තියේ කිසියම් කොටසක් මගින් ලබාදී ඇති බලතල සියල්ල හෝ ඉන් කිසිවක් යෙදීමේ බලය, එකී ඡේදයෙහි හෝ එහි සඳහන් අරමුණුවල හෝ එමගින් ලබා දී ඇති බලතල අනුව අප්‍රධාන හෝ උපකාරක වශයෙන් සැලකුව ද නොසැලකුව ද, සමාගම් විෂයයෙහි පූර්ණ ලෙස සතු වන්නේය.

Translated by me.
3/10/2017

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SEABURY APG
AIRLINE PLANNING

SriLankan Airlines

SRILANKAN AIRLINES BUSINESS PLAN 2014 TO 2018

Agenda

- Executive summary
- Overview of current market dynamics
- Discussion of performance and current P&L enhancement initiatives
- Overview of five year forecast
- Appendix

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Executive summary

- Sri Lanka has experienced very strong traffic increases over the last three years
- Strong demand has not translated into profitability for SriLankan Airlines du to the following factors:
  - Capacity increases have outpaced traffic demand (mostly from SriLankan and Mihin)
  - Some demand increase was achieved through lower fares
  - Expenses that are out of SriLankan Airlines' control have increased faster than revenue
- Recent capacity decisions by SriLankan Airlines and the major airlines providing service into Sri Lanka provide strong indication of a more rational capacity environment
- SriLankan Airlines expects profitability improvements over the next five yea due to the following:
  - Strong demand coupled with low capacity increases will translate int higher loads and fares
  - Implementation by SriLankan airlines of a variety of improvement initiatives
    - ★ Oneworld membership
    - ★ Fleet renewal (replacing 343s with 333s and new 350s)
    - ★ More robust revenue management practices
    - ★ Ongoing optimization of the network
    - ★ A variety of revenue and cost improvement initiatives
  - A more aggressive internal culture which is focused on improving performance
- A better revenue environment and cost controls are expected to return SriLankan Airlines to profitability
  - Fully allocated profit within five years

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Relevant Market Trends

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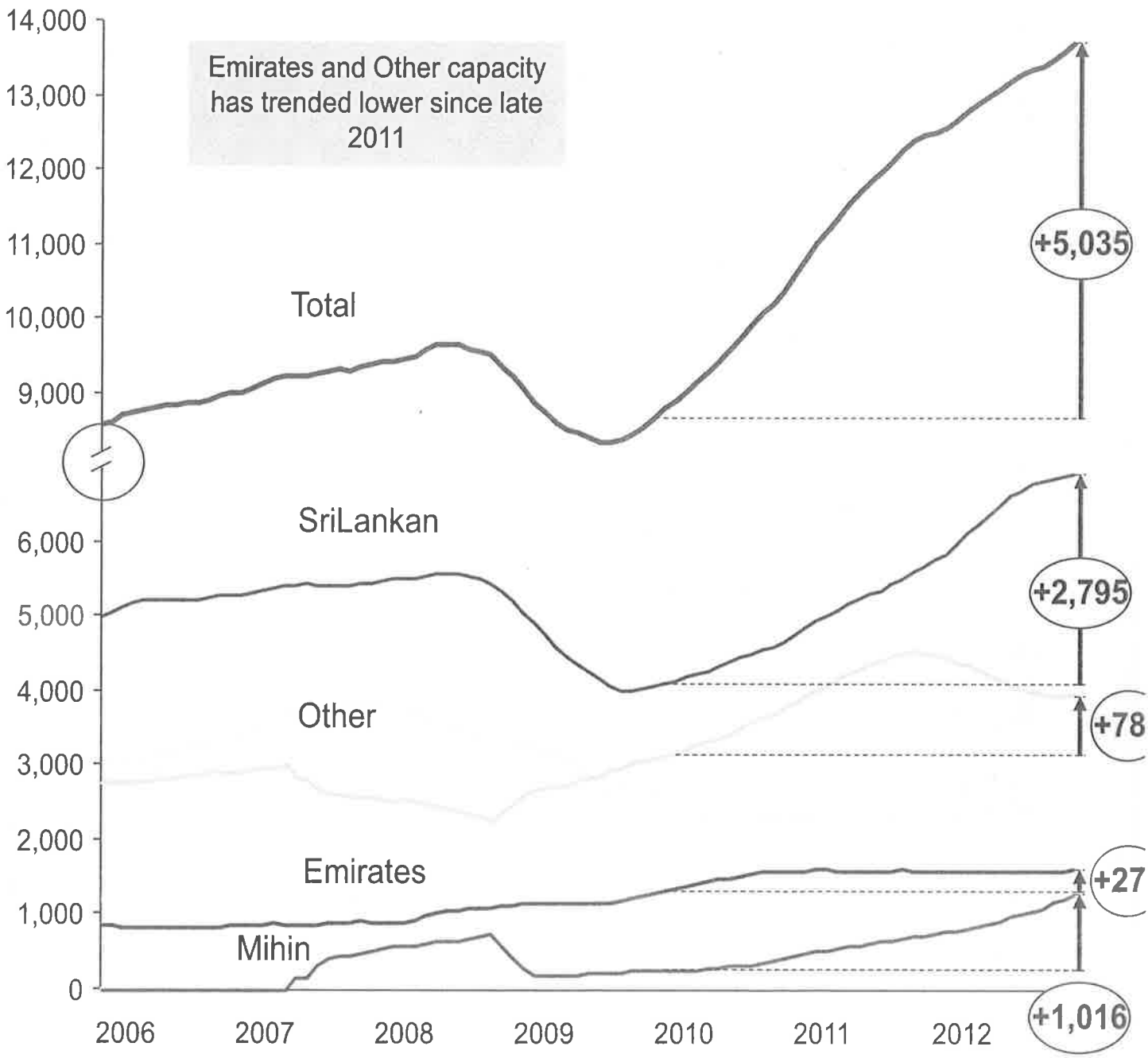
Capacity trends

Total daily seat capacity ex-Sri Lanka is up by 5,035 between the beginning of 2010 and 2013, with the majority of the increased seats coming from UL and MJ

Total daily seat capacity trends ex-Sri Lanka

Jan 05 to Jun 13 - 12 month moving average



Source: SAPG analysis using Diio Mi

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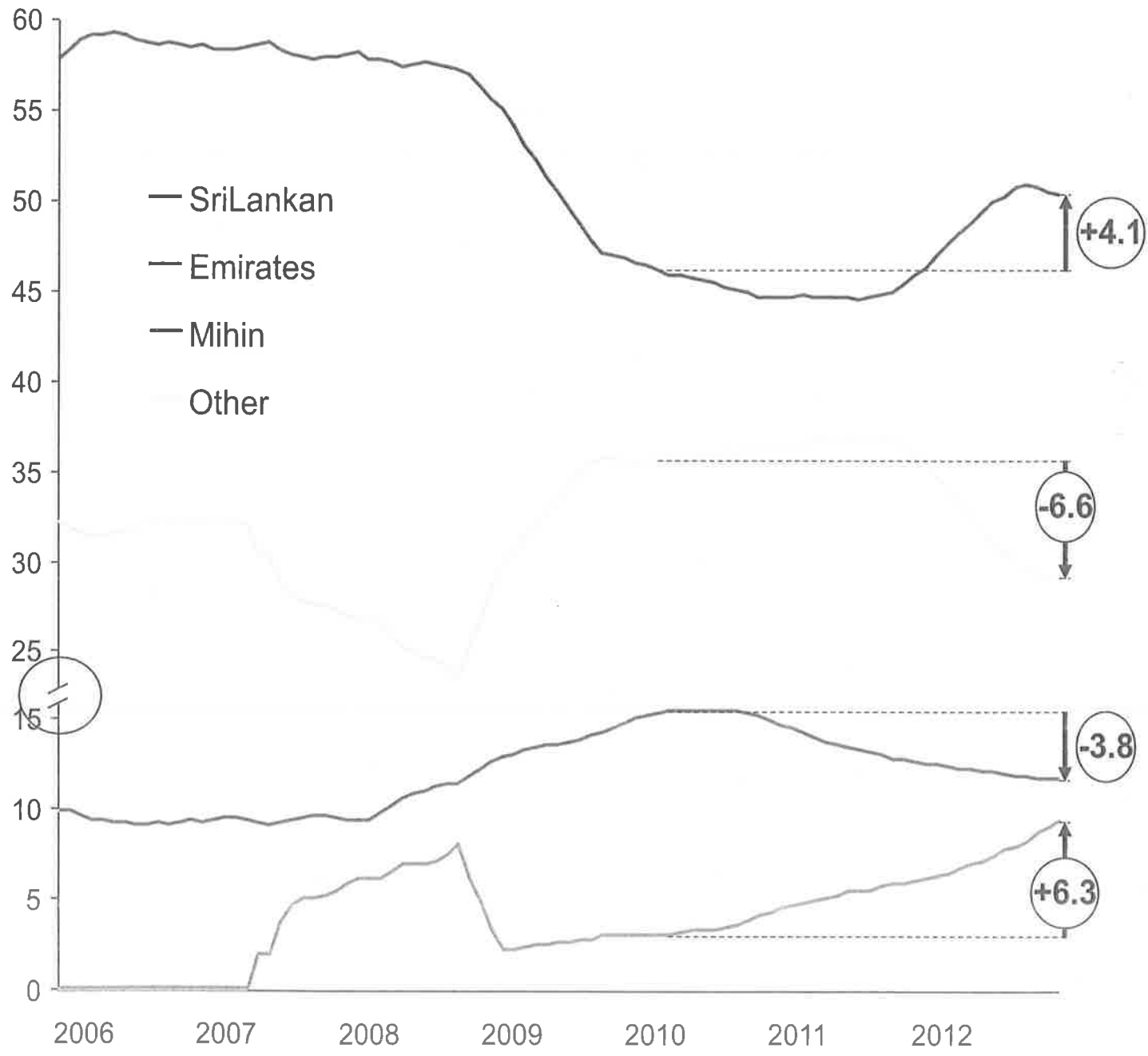
Capacity trends

The increased capacity from UL and MJ, coupled with smaller increases from other carriers, has contributed to a higher share for UL and MJ in 2013

Total daily seat share trends ex-Sri Lanka

Jan 05 to Jun 13 - 12 month moving average



Source: SAPG analysis using Diio Mi

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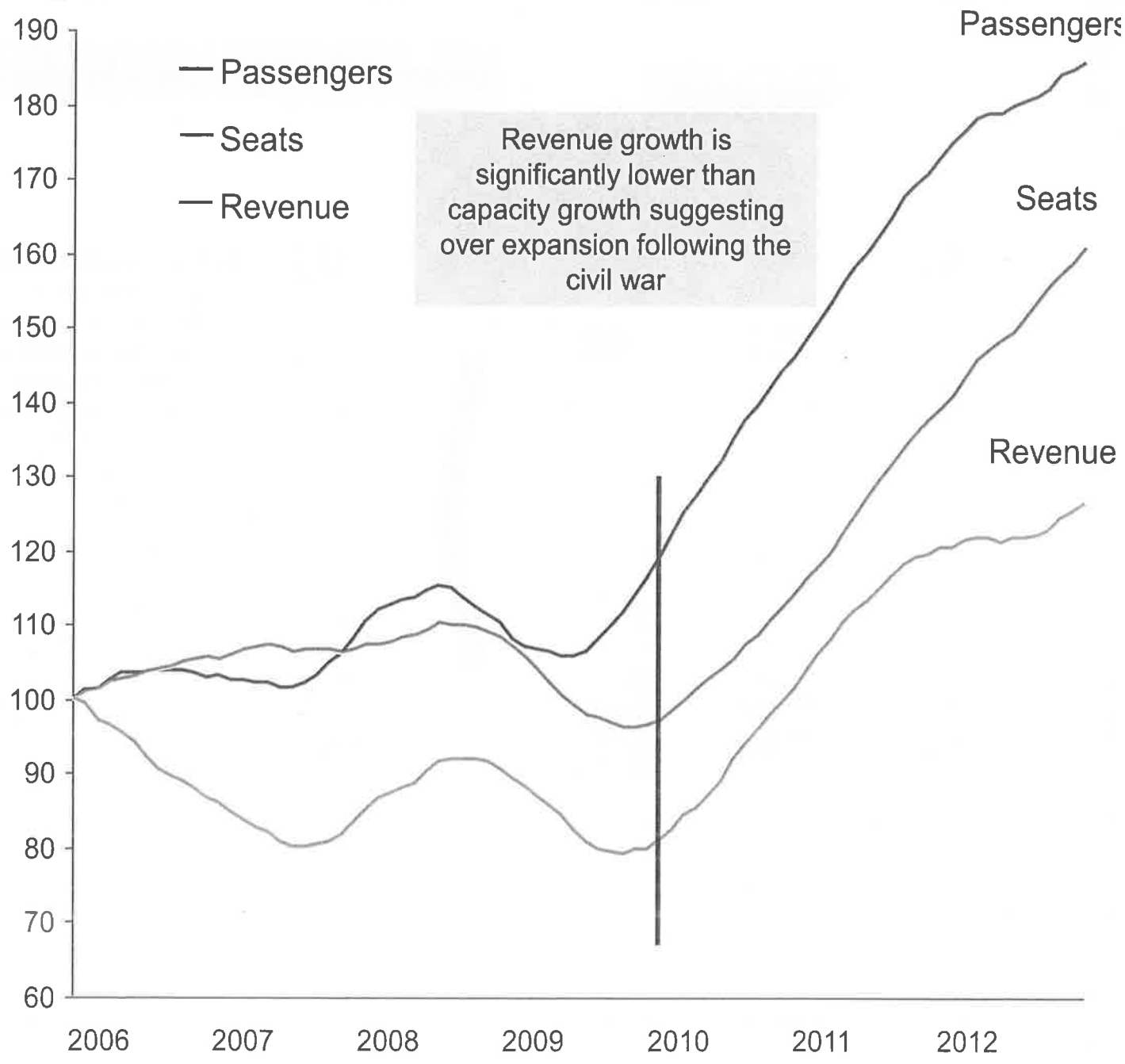
Capacity and demand trends

The increase in capacity starting in 2010, and following the end of the civil war, has not resulted in a corresponding increase in revenue

Total capacity, demand and revenue trends ex-Sri Lanka

Jan 06 to Dec 12 with Jan 06 pegged as base (100)



Source: SAPG analysis using proprietary market sizes

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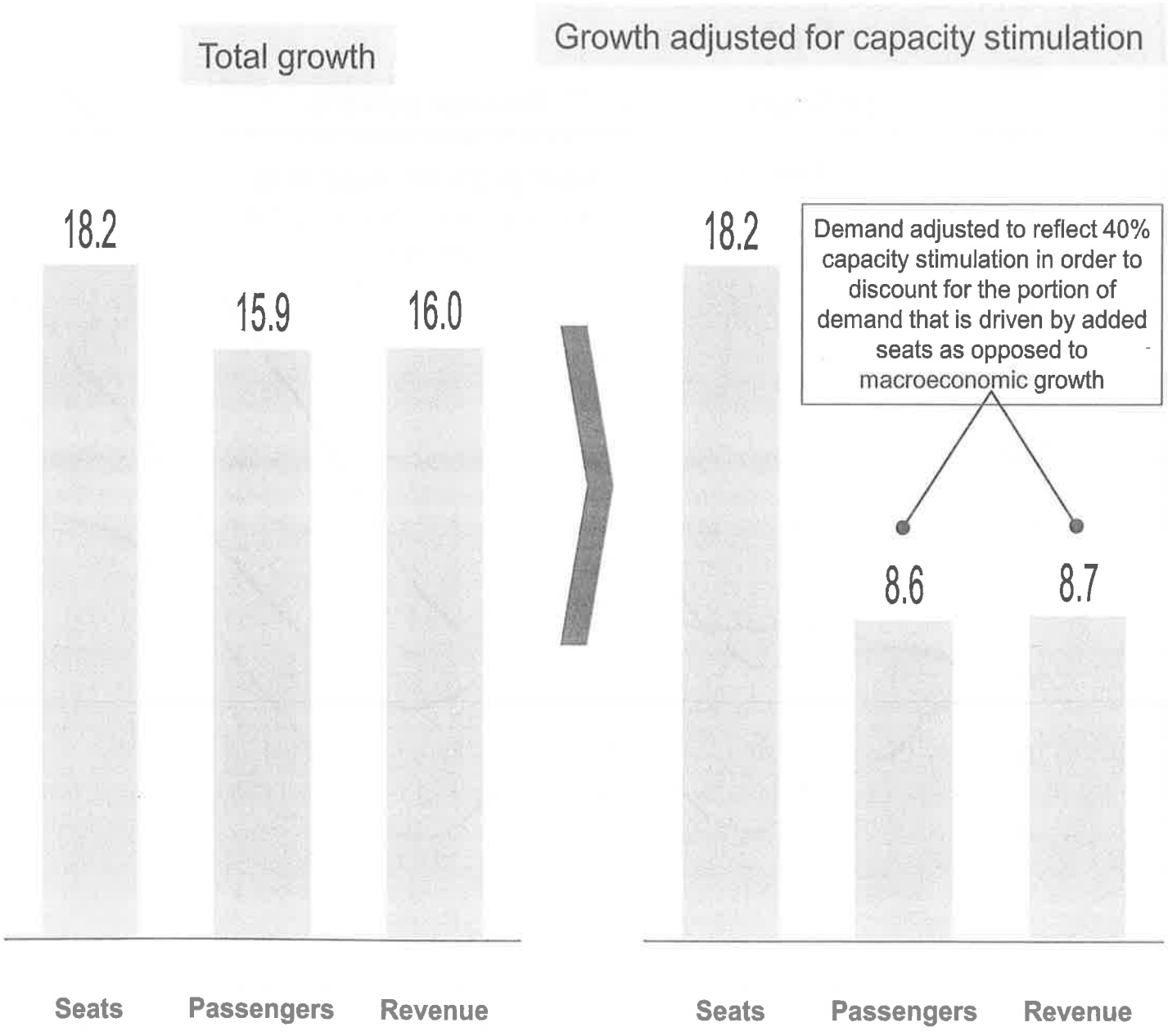
Recent Growth

While not keeping up with capacity, traffic and revenue from Sri Lanka grew at an impressive CAGR of 8.6% and 8.7% since the beginning of 2010 (net of capacity)

Growth in seats, passengers and revenue

2010 – 2012 CAGR



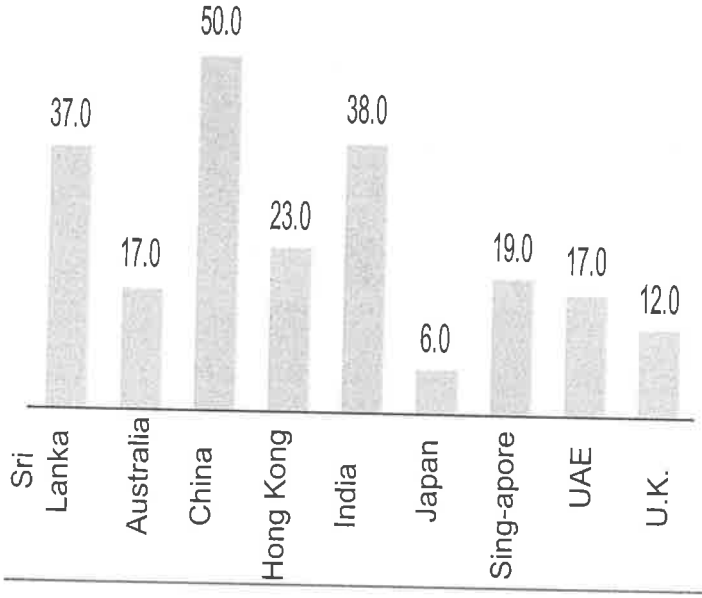
Source: SAPG analysis and proprietary market size

Macro-level impact on passenger demand

Regional GDP growth and expected high multiplier should contribute to continued strong revenue increases out of Sri Lanka for the next five years

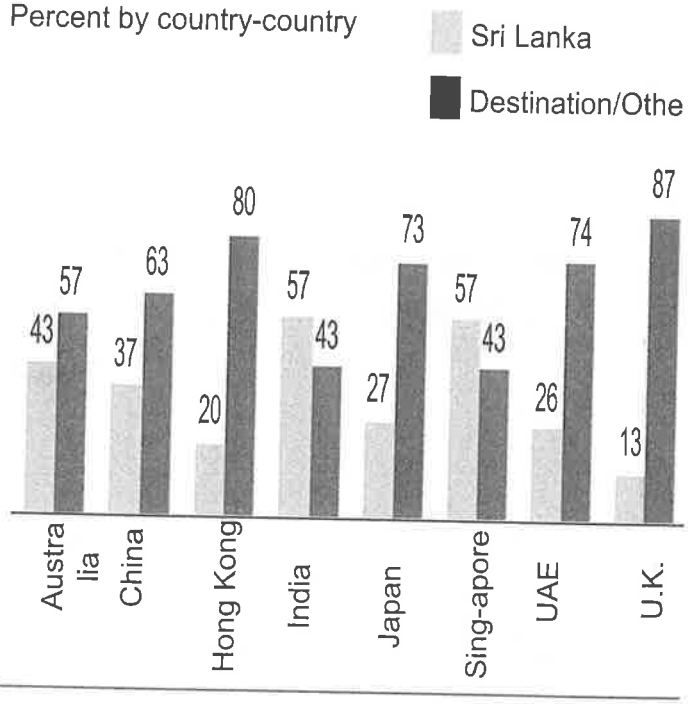
5 year GDP growth for key destinations

IMF Real Percent to 2017



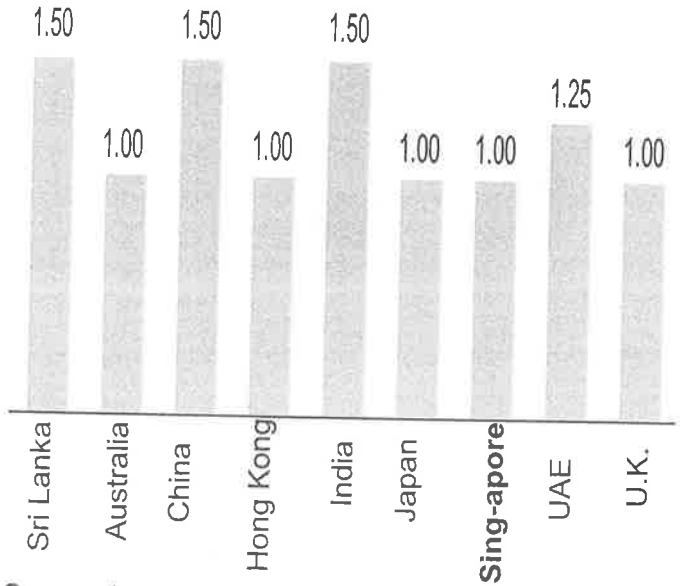
Estimated point of sale blend

Percent by country-country



Average multiplier used by country

Ratio to GDP



- SAPG input into the forecasts are by country growth rates to reflect different economic outlooks
- The point of origin distribution is also important to allocate by country growth rates
- SAPG uses GDP multipliers as high as 1.5 for high growth regions like S.E. Asia and China while using multipliers closer to 1.0 for mature markets like Japan and the U.K.

Source: IMF projections, SAPG analysis

SAPG - South Asia Passenger Growth

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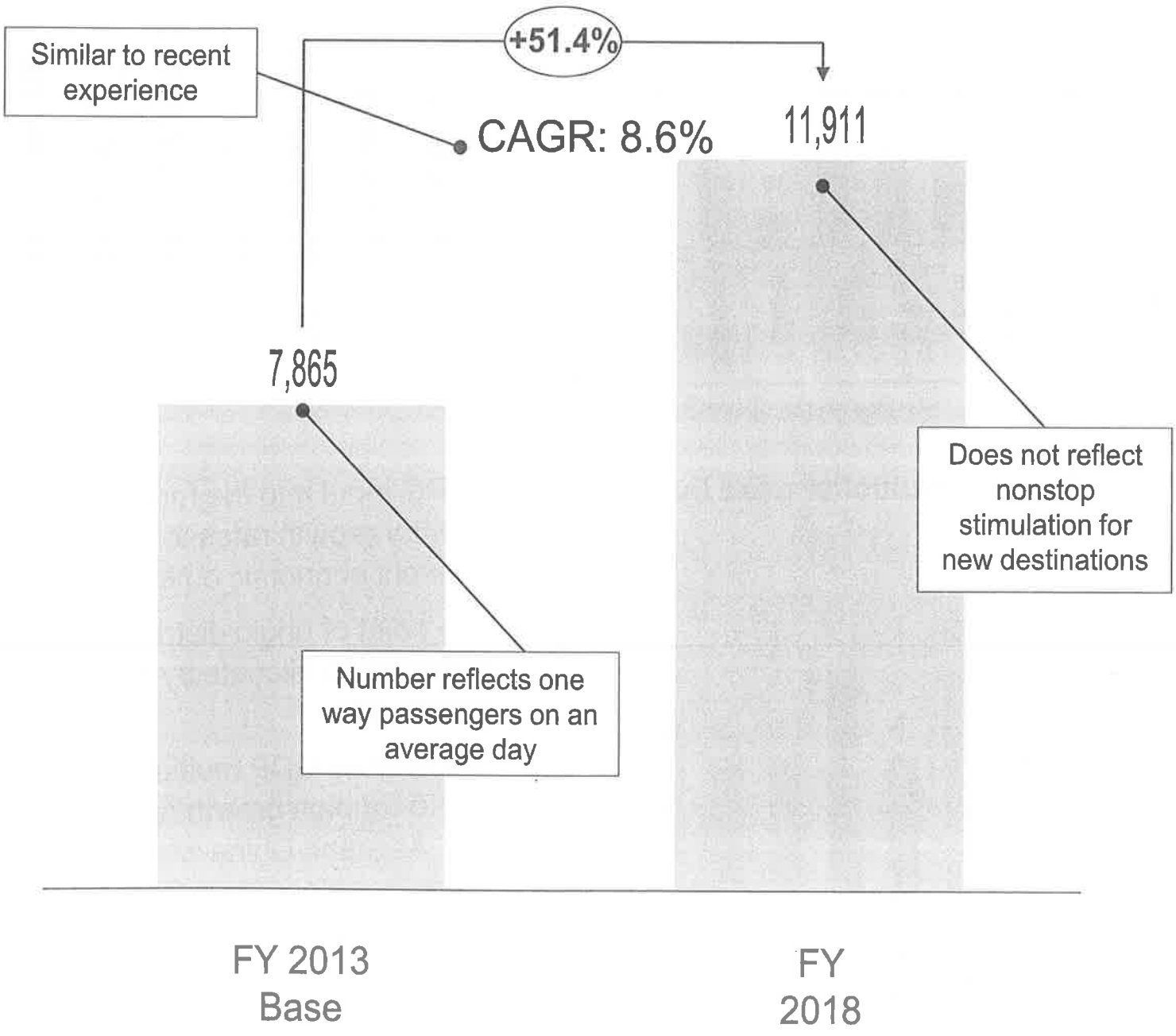
SEABURY APG AIRLINE PLANNING

Estimated passenger demand growth

Using GDP and multiplier forecasts, total demand to Sri Lanka is expected to grow by ~51% between by FY 2018 for a five year CAGR of 8.6%

Total Sri Lanka demand by FY 2018

Estimated FY 2013 – FY 2018 PDEWs



Source: SAPG analysis and proprietary market size

SAPG forecast comparison

SAPG's traffic forecast is in line with forecasts produced by Boeing and Airbus

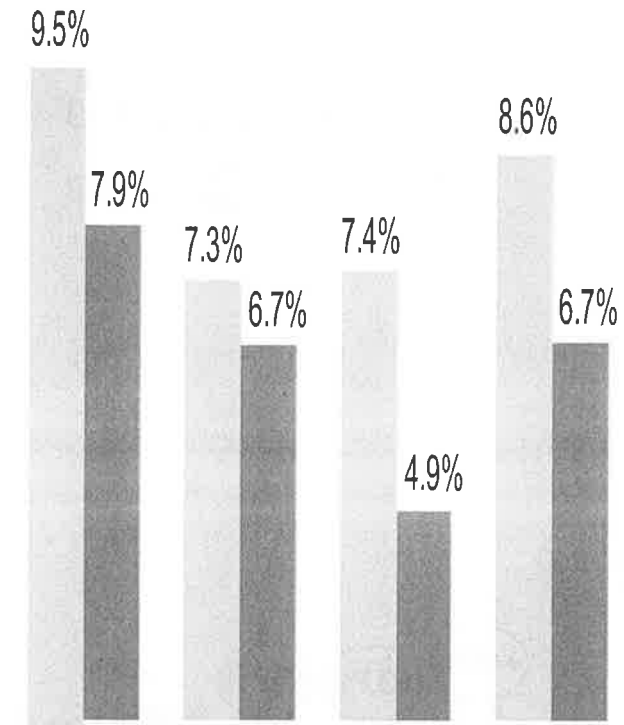
Boeing traffic forecast compared to SAPG

Boeing 2011-2031 **CAGR** vs SAPG 2012-2022 **CAGR**

Boeing (2011-2031)

SAPG (2012-2022)

Note: Differences in forecast time horizon drives larger variances



SAPG is lower than Boeing

within South Asia

Middle East - South Asia

Europe - South Asia

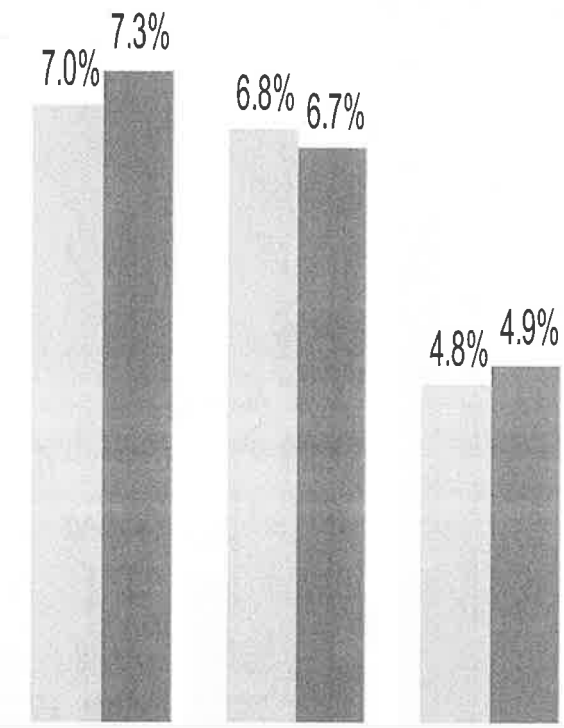
South East Asia - South Asia

Airbus traffic forecast compared to SAPG

Airbus 2012-2021 **CAGR** vs SAPG 2012-2022 **CAGR**

Airbus (2012-2021)

SAPG (2012-2022)



SAPG is the same as Airbus

within Asia-Pacific

Middle East - Asia Pacific

Europe - Asia Pacific

Source: Boeing CMO, Airbus GMF, and SAPG analysis

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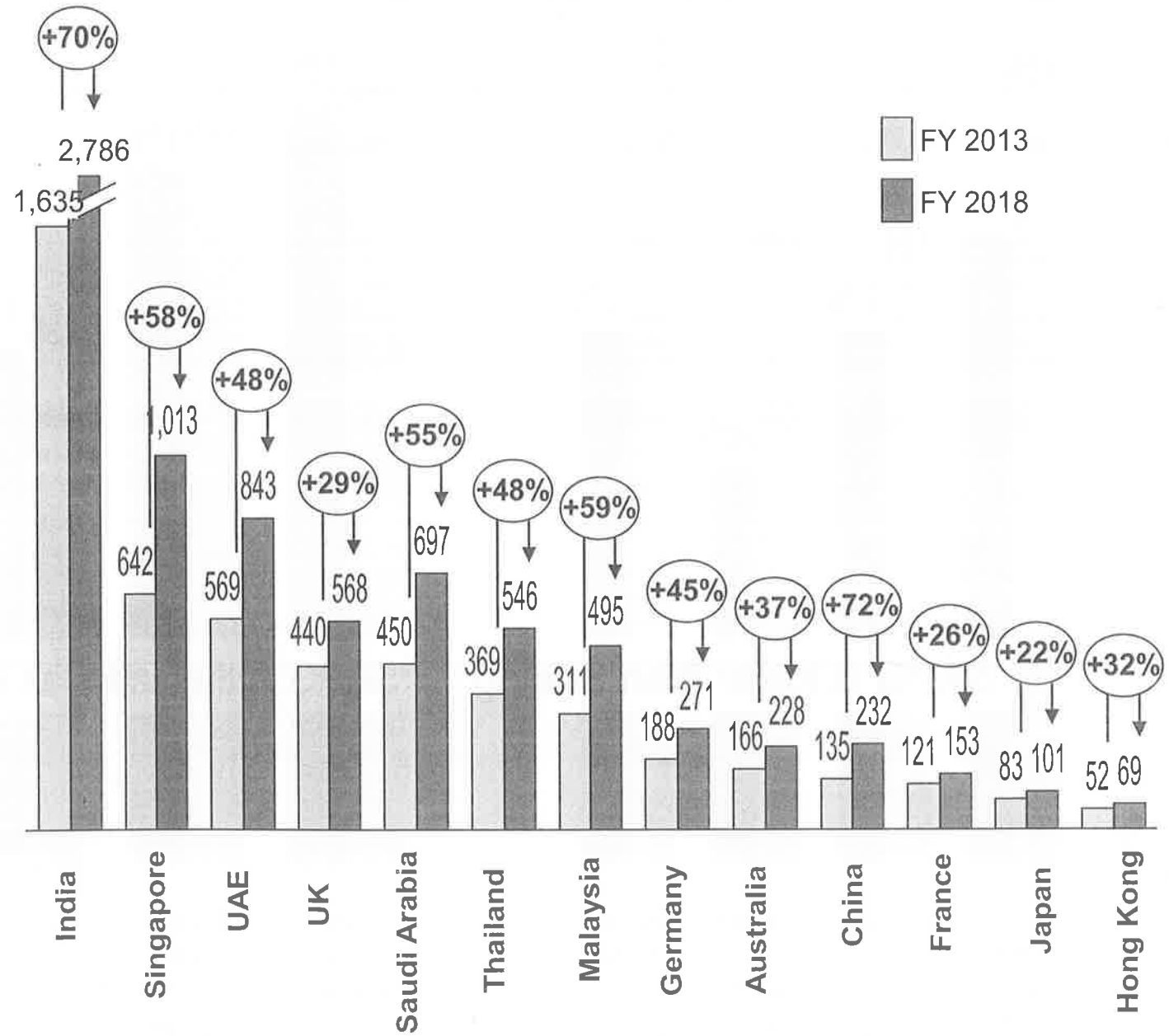
Passenger demand growth for key Sri Lanka markets

Growth projections vary greatly when assessing on a country specific basis with China, India and South East Asian countries leading the way

Growth by country

FY 2013 to FY 2018 Passengers per day each way



Note: Data provides passenger numbers for key destinations; adding other destinations will tie to 7,865 on page nine

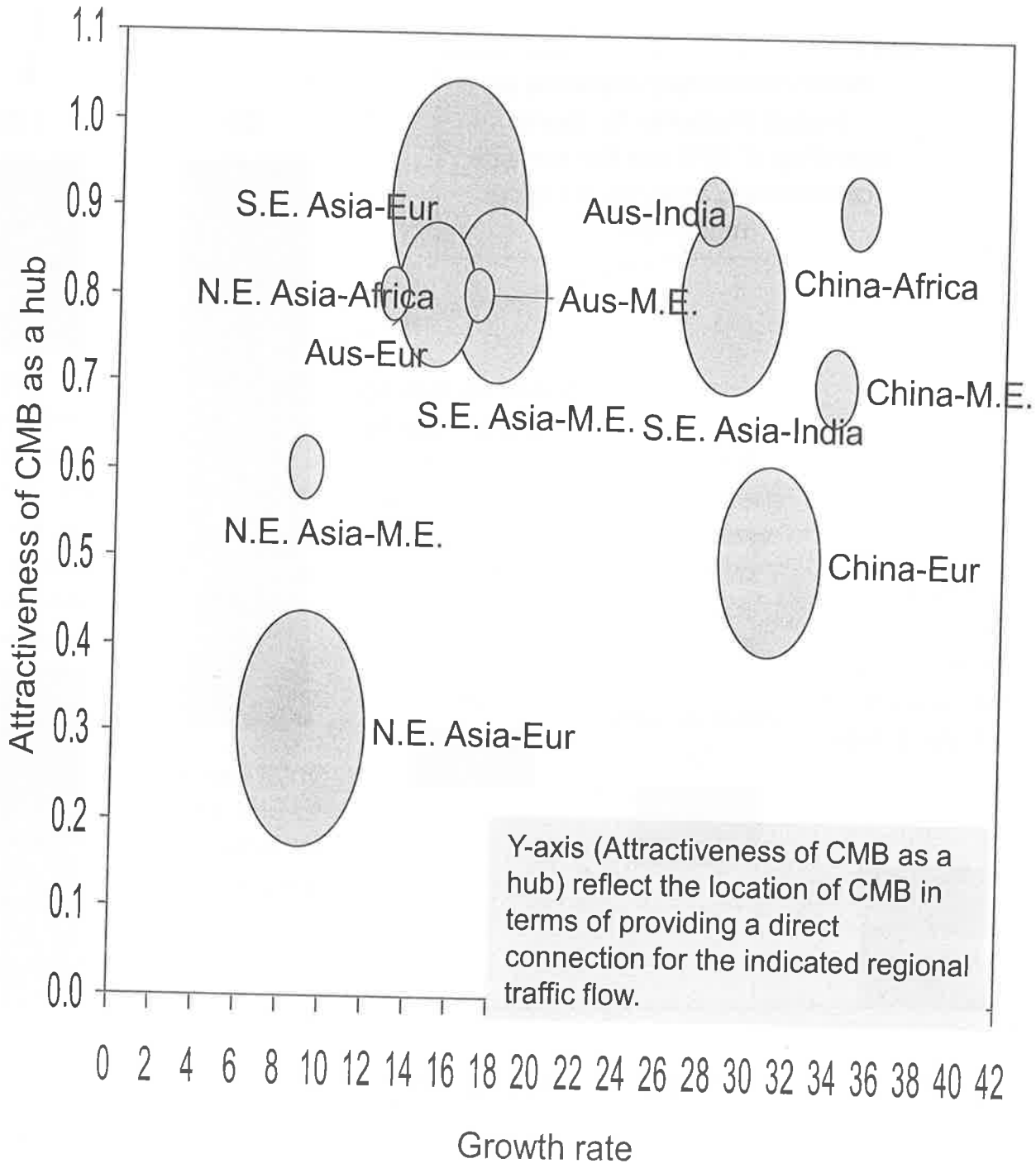
Source: SAPG analysis and proprietary market size

Colombo catchment

Colombo is located in an enviable position to capture some of the strongest and fastest growing regional travel flows in the world

Growth by region

FY 2013 to FY 2018 passenger growth



Source: Diio Mi and SAPG analysis

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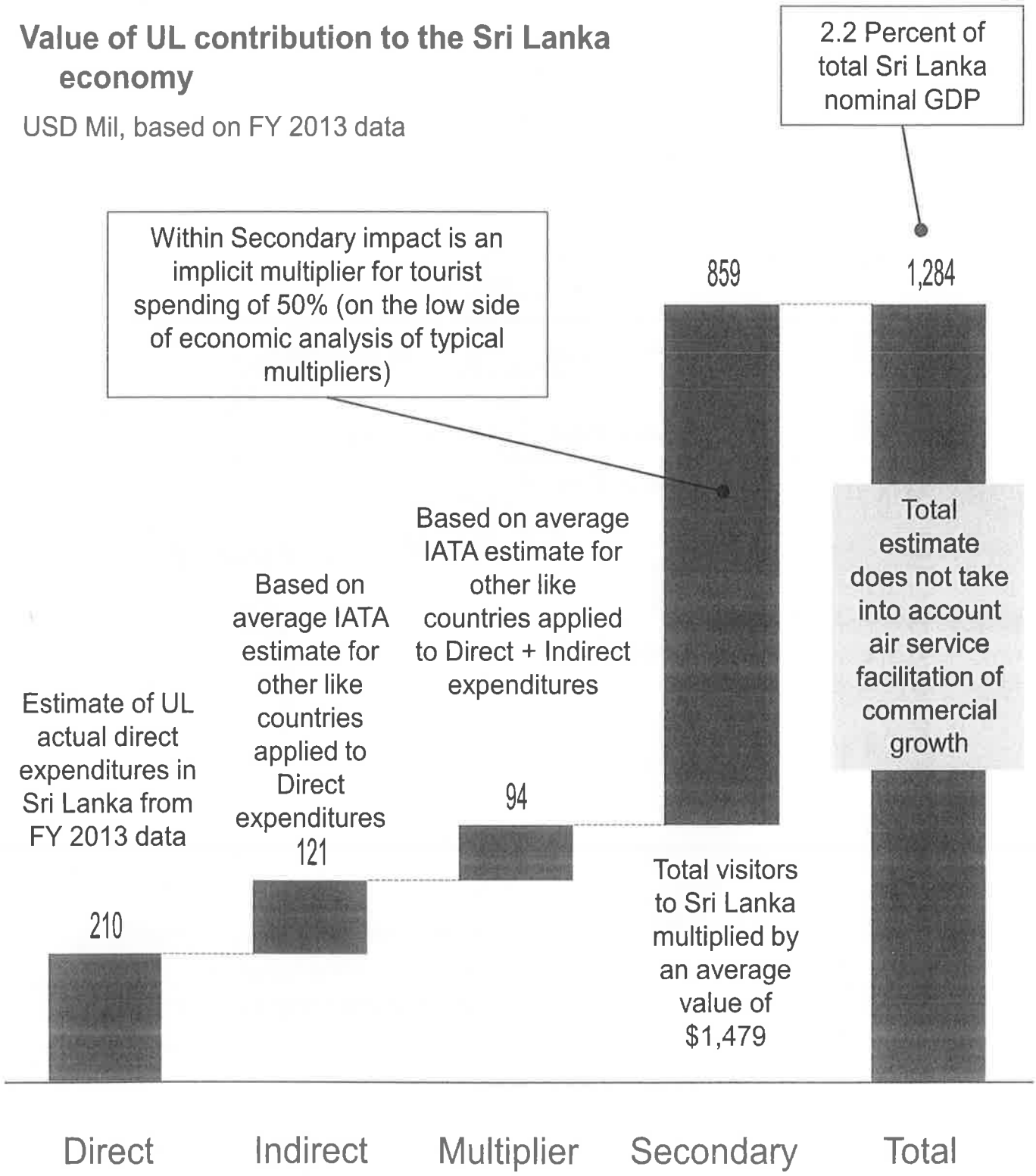
Modeled UL contribution to the economy

Modeling based on direct expenditures and secondary spend would suggest UL contributes USD 1.3 billion a year to the Sri Lanka GDP (or 2.2% of total)



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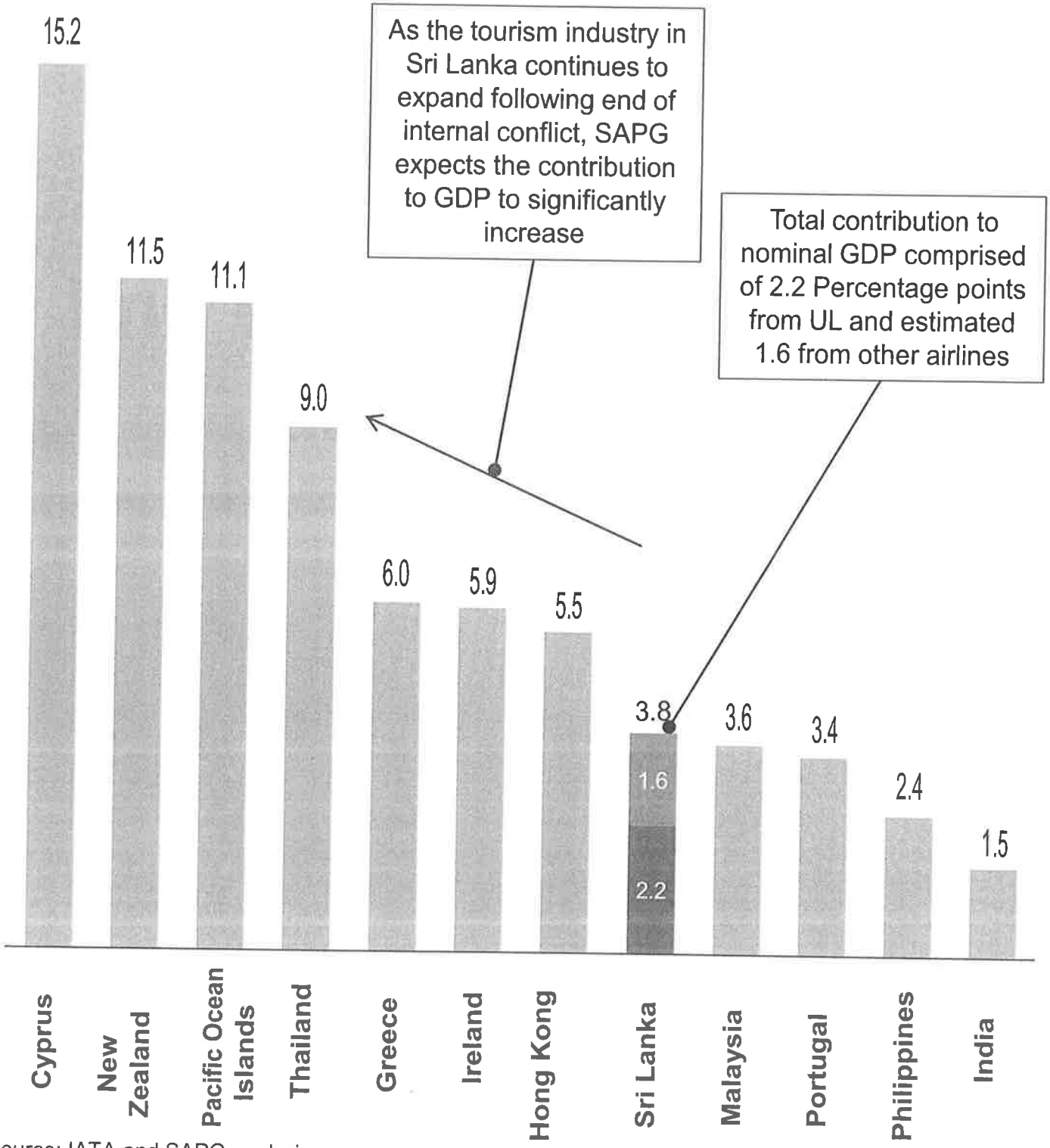
Air service contribution to GDP

When including the estimated contribution of other airlines, the GDP contribution appears reasonable, but with potential t increase as tourism expands in Sri Lanka

Estimated contribution of air service to nominal GDP by country

Percent of GDP



Source: IATA and SAPG analysis

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UL Performance and Initiatives

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Performance versus plan – FY 2013

Actual FY 2013 performance underperforms the origir business plan by nearly USD 200 million with both the expen and revenue side contributing to the shortfall

FY 2013 Performance versus original plan

In USD Mil/Yr

	Year	FY 2013 Business Plan	FY 2013 Business Plan Adjusted for Capacity	FY 2013 Actual	Difference
Revenue	Passenger	803,093	733,005	717,381	(15,624)
	Other	131,604	120,118	130,621	10,502
	Total Revenue	934,697	853,124	848,002	(5,122)
Costs	Fuel & Oil	379,041	345,961	490,335	144,374
	Landing	21,144	19,298	26,763	7,465
	Handling	45,833	41,833	56,589	14,756
	Overlying	25,392	23,176	33,337	10,161
	Aircraft maintenance	110,688	101,028	93,053	(7,975)
	Inflight catering	40,428	36,900	44,525	7,624
	Aircraft related	179,636	163,959	187,065	23,106
	Crew layover	21,624	19,737	24,899	5,162
	Area/other	94,291	86,062	91,023	4,960
	Corporate overhead	33,092	30,204	15,431	(14,773)
	DOC	622,526	568,197	744,602	176,405
	Total costs	951,170	868,159	1,063,020	194,860
Profit	Variable (Total Rev-DOC)	312,171	284,927	103,399	(181,527)
	Fully Allocated (Total Rev-total costs)	(16,473)	(15,036)	(215,018)	(199,982)
	Operating margin	-2%	-2%	-25%	-24%

Difference due to lower production levels

Source: company data and SAPG analysis

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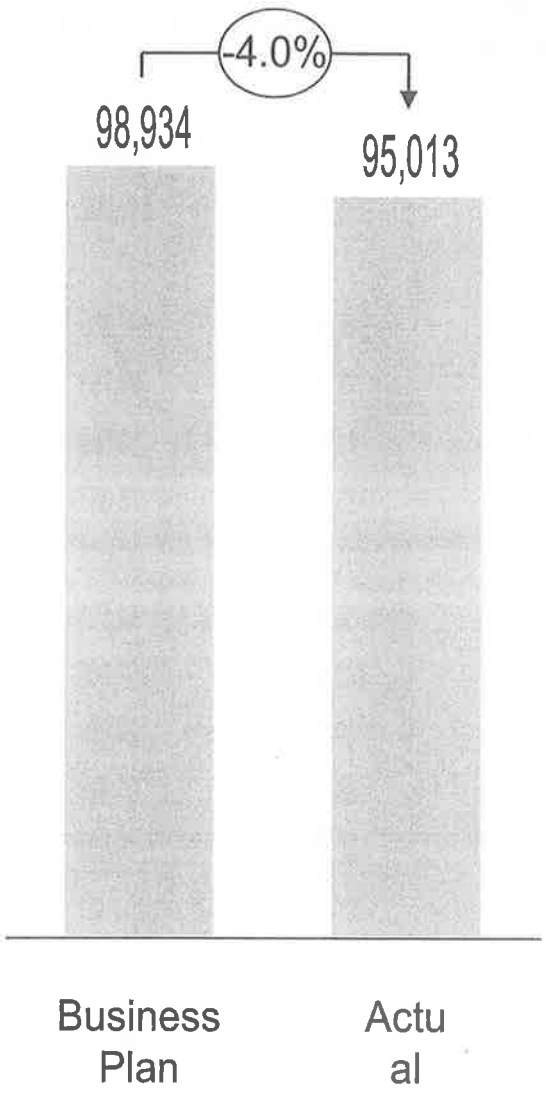
Production - Actual versus business plan

When compared to the business plan, UL performed 4% less block hours and 9% less ASKS which contributed to the revenue short-fall

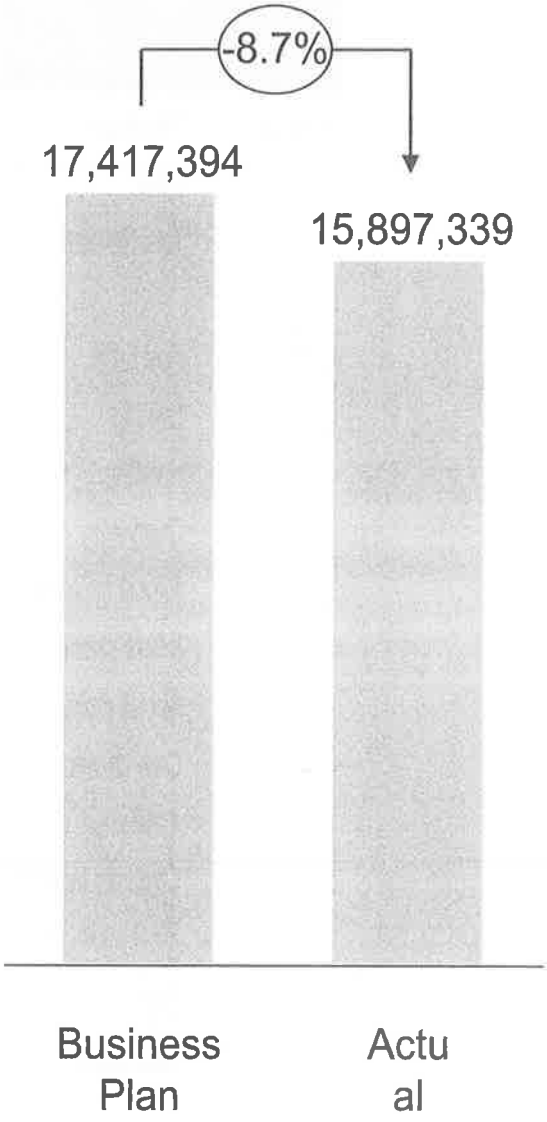
Total annual block hours – FY 2013

Actual vs. business plan



Total annual ASKs – FY 2013

Actual vs. business plan (000s)



Total ASKs are a better predictor than block hours for total revenue and expenses since ASKs take into account size of aircraft

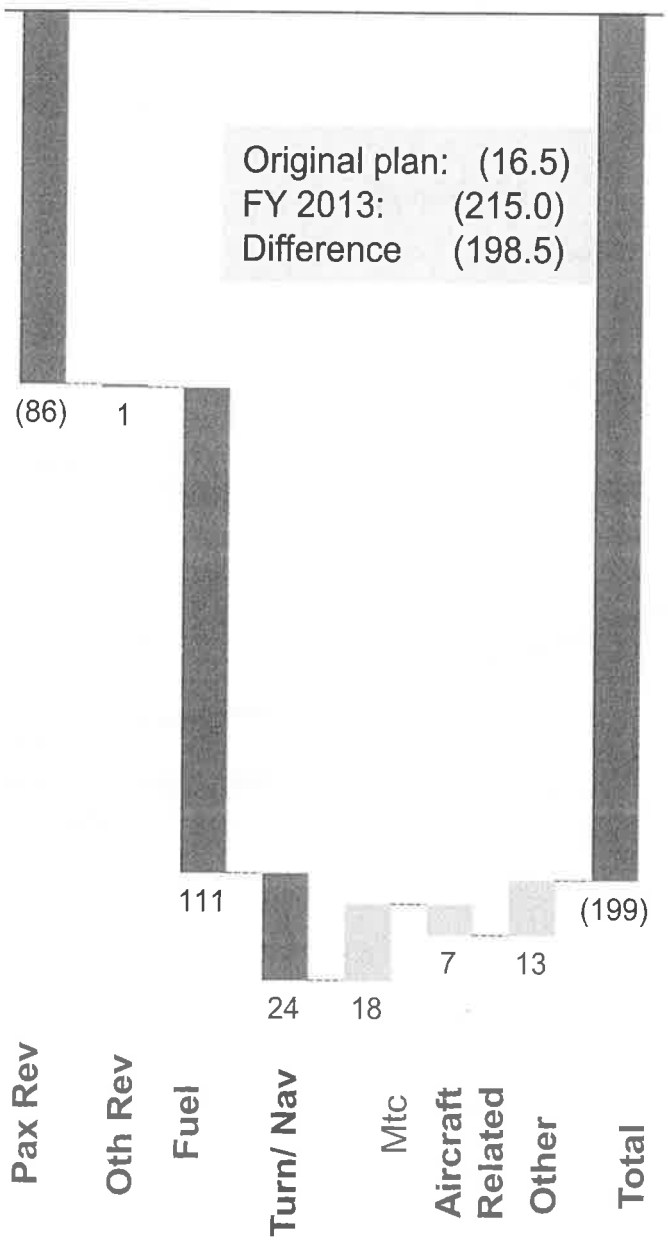
Source: SAPG analysis using company data

Performance versus business plan – FY 2013

When normalizing for production, nearly all the shortfall vers the original business plan is due to factors outside of UL's control – e.g. Fuel, navigation, handling

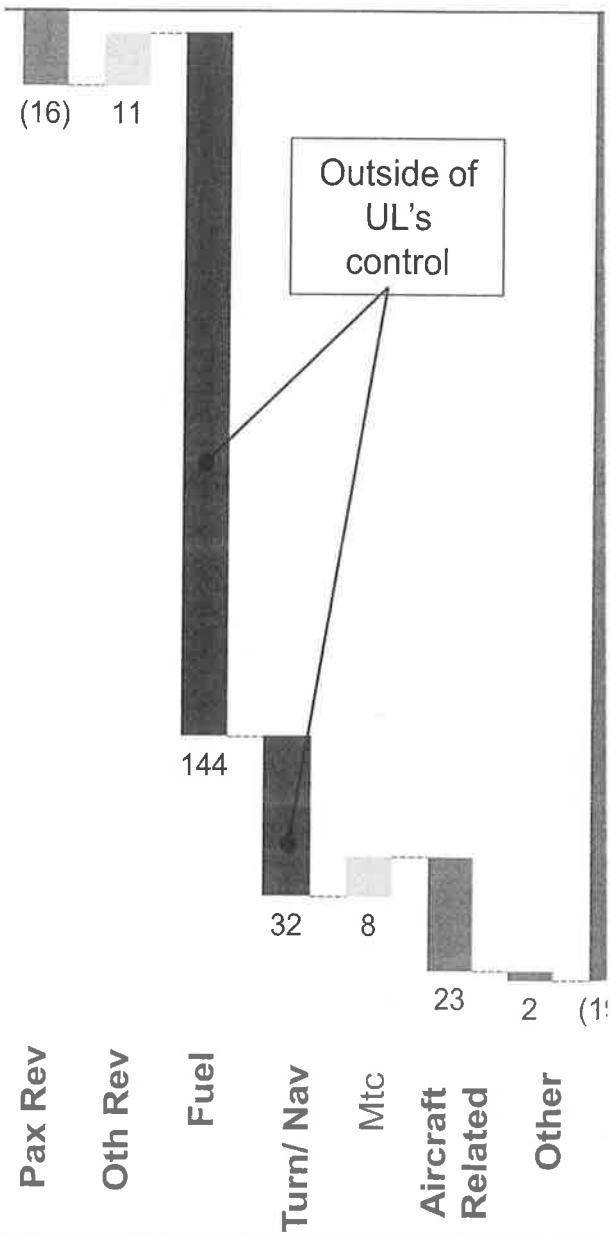
FY 2013 Performance vs original plan

In USD Mil/Yr



FY 2013 Performance vs original p - normalized

In USD Mil/Yr



Note: Turn/Nav includes landing, handling and overflying charges

Source: company data and SAPG analysis

Normalizes for 8.7% less ASKs actually flown

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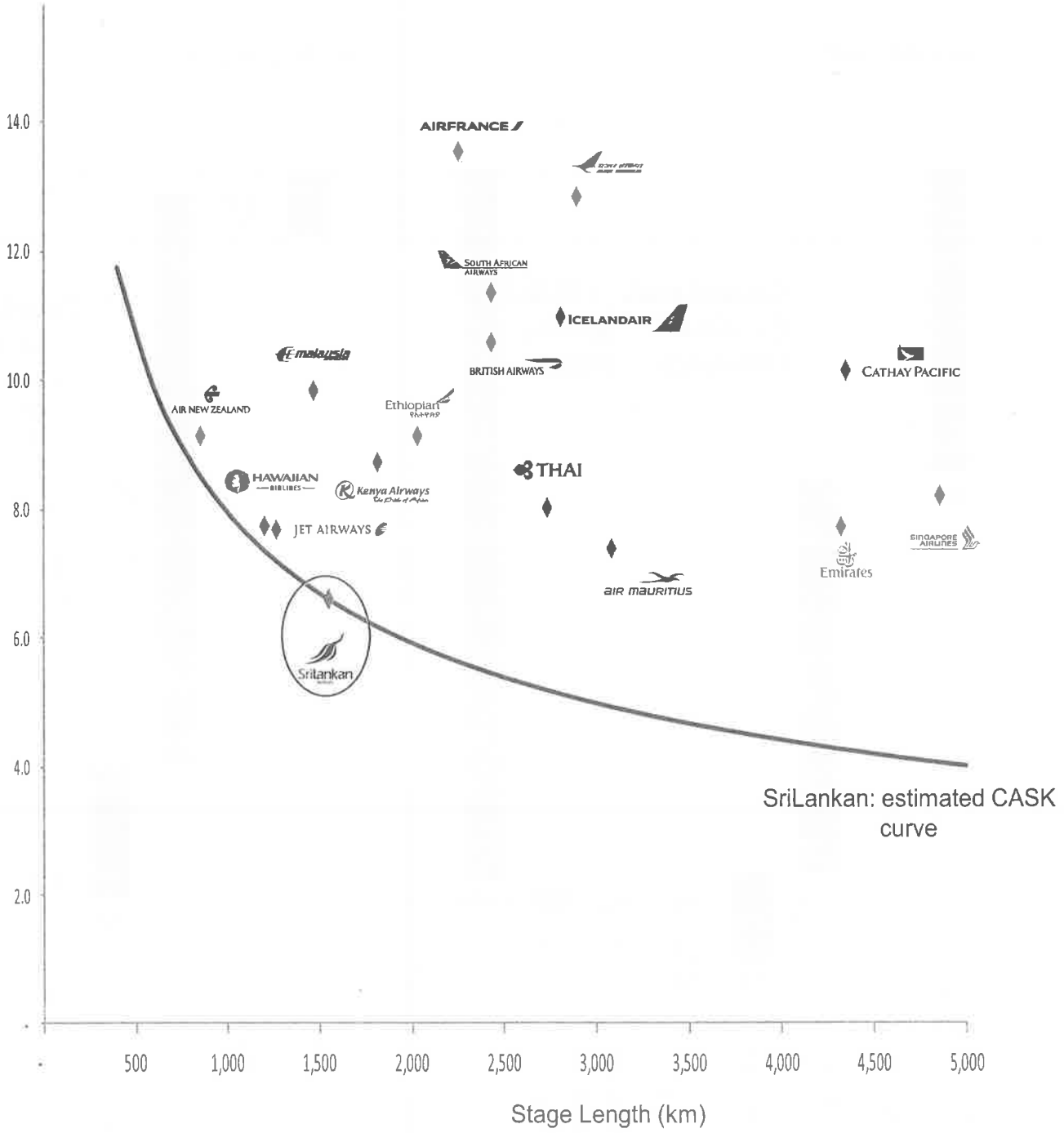
Benchmark comparisons: CASK (US cents) vs Stage length

SriLankan's cost structure appear lower than a sample of regional and carriers that fly mostly long haul segments



Source: Company reports for most recent 12-month period available (varies by carrier between year-ended 31 Mar 2011 to year-ended 31 Dec 2012); Seabury estimates

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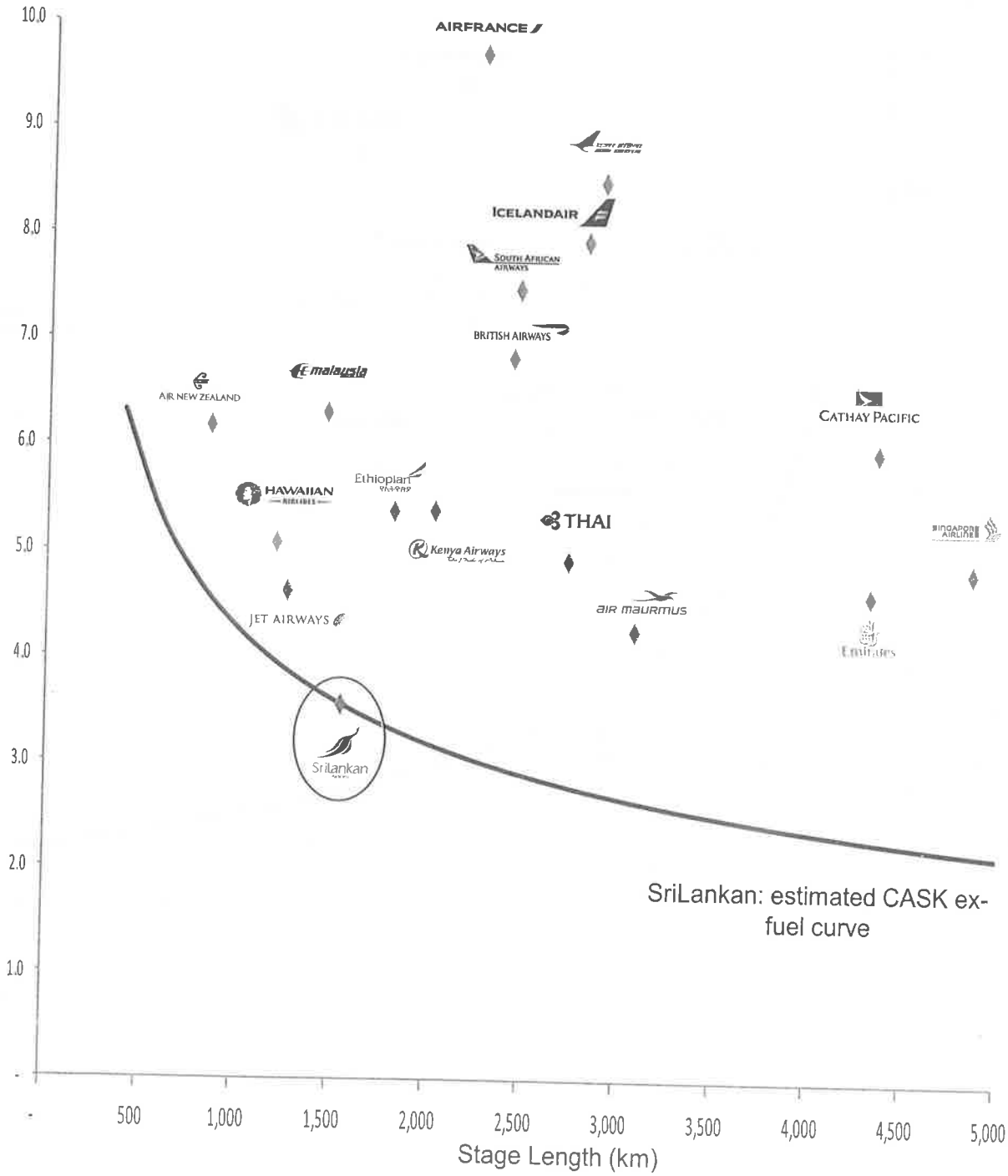
Benchmark comparisons: CASK excluding fuel

Excluding fuel, SriLankan's cost structure is even lower whe compared to a sample of regional and carriers that fly mostl long haul segments



Source: Company reports for most recent 12-month period available (varies by carrier between year-ended 31 Mar 2011 to year-ended 31 Dec 2012); Seabury estimates

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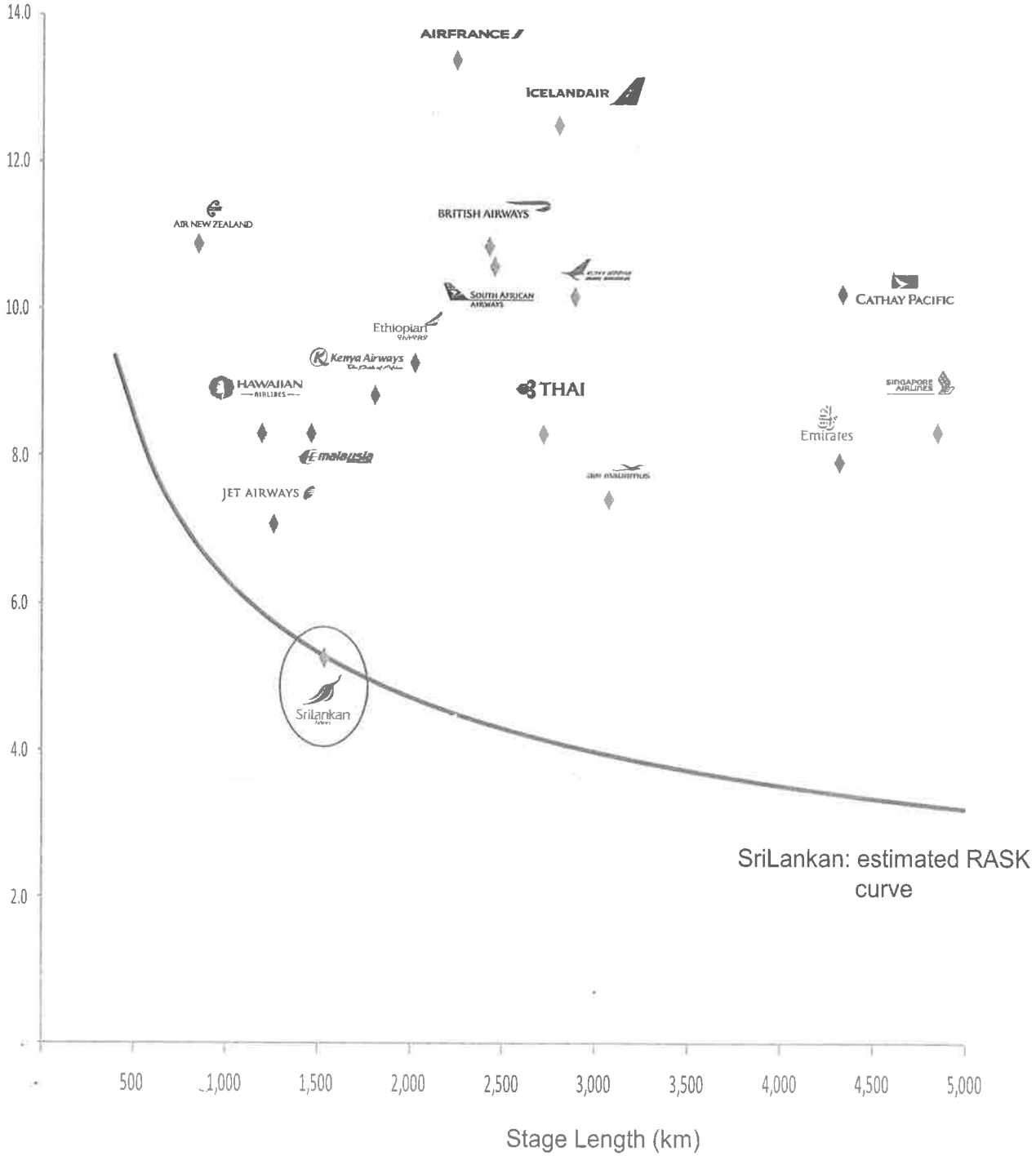
Benchmark comparisons: RASK (US cents) vs stage length

UL's revenue production lags significantly behind its competitors and other regional carriers suggesting ar opportunity to improve performance



Source: Company reports for most recent 12-month period available (varies by carrier between year-ended 31 Mar 2011 to year-ended 31 Dec 2012); Seabury estimates

Current UL initiatives

In order to improve performance, the company has embarked on a number of initiatives that are forecast to contribute significantly to the UL bottom line

Initiative	Reason for Implementation	Estimate value*
Revenue Management changes	• New revenue management system • Fare class realignment • Adjustment of fares in higher RBD's	2%
Plusgrade Implementation	• Better utilization of unsold business class seats • Low cannibalization on current demand	.5%
oneworld entry	• Additional code-share revenue in oneworld cities • Value of oneworld strength and especially in Europe	3%
Better data and tools (QL2, MIDT, QSI)	• Better understanding of OA actions both capacity and fare • Ability to forecast impact of new markets and OA changes	1%
More aggressive pricing program	• Take fare hikes in markets that have high load factor • Monitor UL share and respond accordingly • Introduce on-going flexibility in pricing structures	2%
Network improvement	• Improved selection of destinations and frequencies • Purchase of A333 to replace older A343	3-5%

Note: value of network improvements captured in forecast of future schedules

* Value represents percent of total revenue

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Value of oneworld

The value of joining oneworld is forecast at USD $23.9 million per year and is mainly accruing to segments serving oneworld partner hubs

Incremental value by UL segment – UL joining oneworld

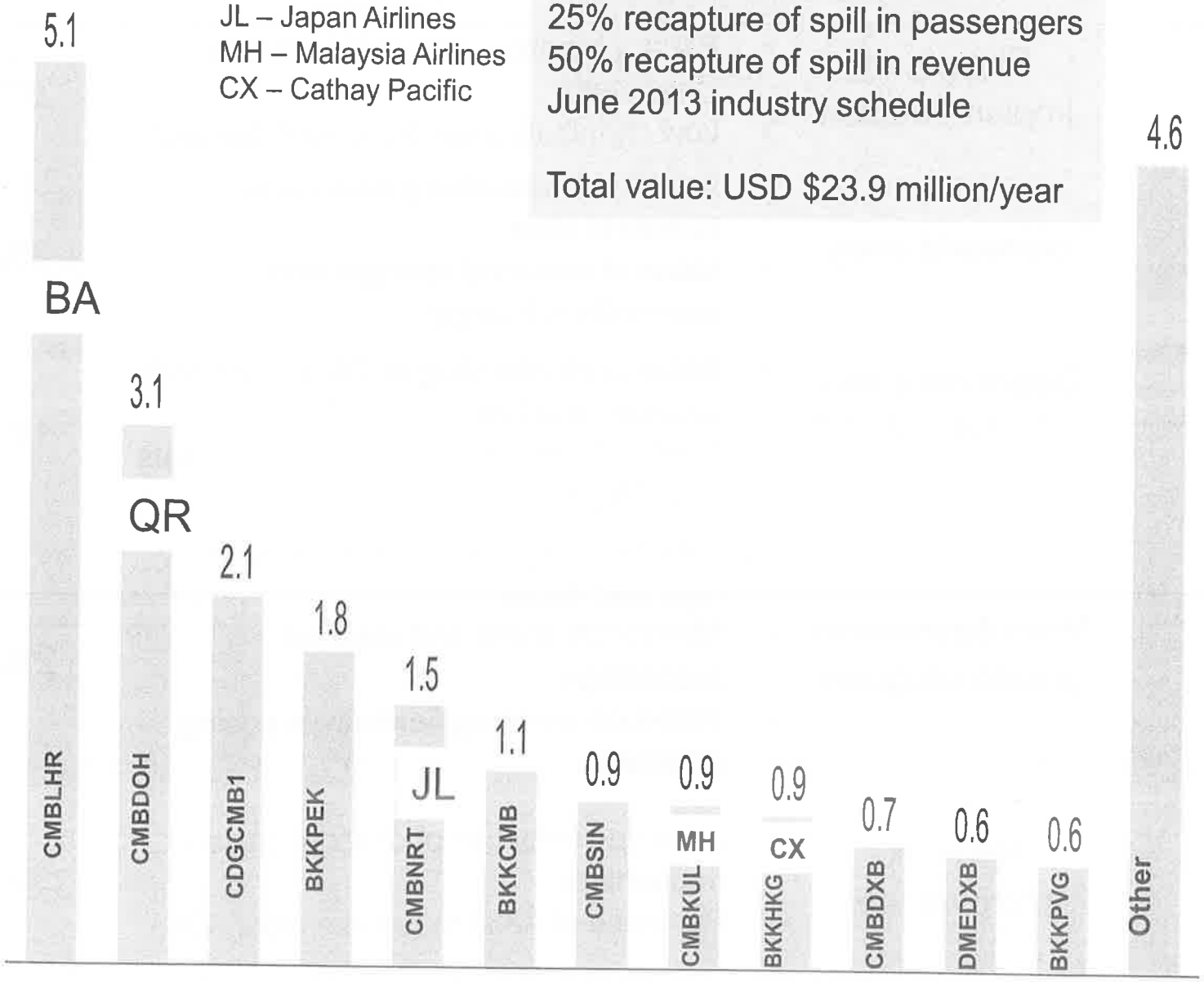
FY 2014 schedule

BA – British Airways
QR - Qatar Airways
JL – Japan Airlines
MH – Malaysia Airlines
CX – Cathay Pacific

Assumptions:

FY 2014 schedule as base
25% recapture of spill in passengers
50% recapture of spill in revenue
June 2013 industry schedule

Total value: USD $23.9 million/year



Source: SAPG analysis

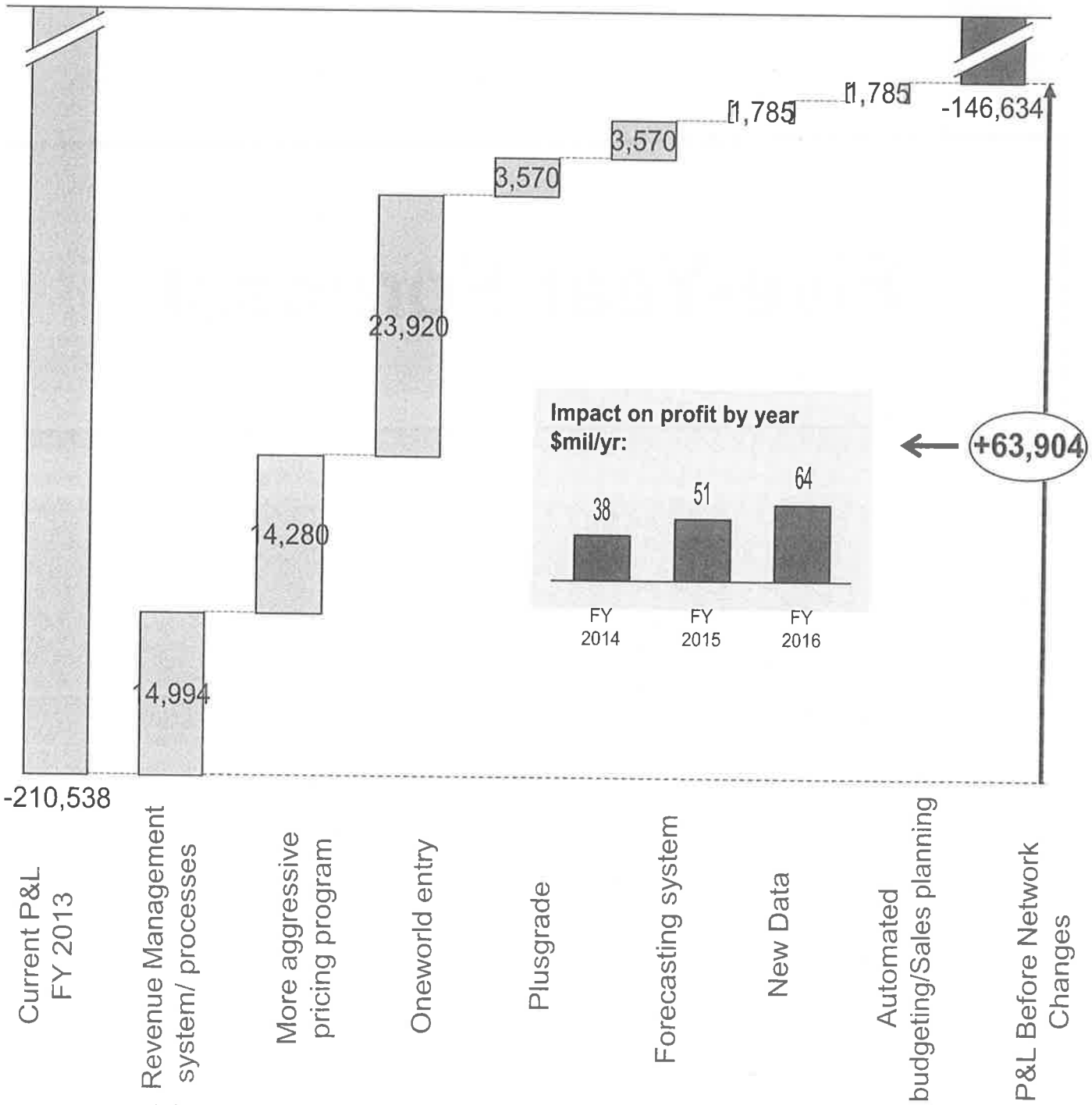
Value of recent UL initiatives

In total, recent initiatives by the airline are expected to improve profit performance by approximately USD $64 Mil per year

Impact on yearly profit of recent initiatives

Steady state (USD 000s)

Initiative value does not include network related changes like 333 deployment and change in segments flown; these are reflected in the phasing plan



Source: company information and SAPG analysis; all revenue figures before revenue related costs

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Five-Year Forecast

High-level assessment of strategic options

UL can pursue several strategic alternatives for long term network development, all of which carry some degree of strategic and profitability risks

	Strategic Option
1	Maintain roughly the current strategic focus and breadth of service
2	Selectively expand the network based on future demand and capacity trends and using opportunistic aircraft sourcing
3	Expand the network and breadth of service in accordance with expected revenue growth to Sri Lanka

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High-level assessment of strategic options

Given current P&L performance and recent expansion, the company is largely embarking on the path described as option 2

	Potential benefits	Associated Risks
1	• Allow strong demand growth to catch up with capacity • May lead to strong profitability as long as competitive environment stays rational • No significant investment in new aircraft • Ability to focus on costs as opposed to revenue • No growth related distraction for management	• Competitive incursion as markets get bigger with no additional capacity from UL • Tendency of costs to move up with time • Potential difficulty with getting constituents "excited"
2	• Allow strong demand growth to catch up with capacity • May lead to strong profitability as long as competitive environment stays rational • Limited investment with no significant commitments to procure aircraft • Tactical ability to capture growth in specific O&Ds	• Potential for significant incursion as markets get bigger • Tendency of costs to increase with time • Management time associated with ad-hoc expansion decisions • Requires ability to source aircraft in order to react to changes/development in market place
3	• A strong story to constituents that should translate into revenue enhancement and cost reduction • Ability to capture a larger share of the tourism flows with deeper codeshare and interline partnerships • Potential for significant profitability with a strong footprint in the region	• High investment required in aircraft and network • Low cost competitors continuing to increase market share in the short term • Expected market stimulation does not materialize

1 No growth 2 Opportunistic growth 3 Significant growth

Optimization of MJ cooperation

MJ cooperation in the plan based on limited overlap with UL and increased capacity in short-haul, low yield destinations

Overlap with UL

- No overlap with UL in out years of plan
- Experience has shown overlap is difficult to manage:
  - Confusing message to passengers
  - Very difficult to revenue manage and sell
  - Significant operational issues

Selection of markets

- Concentrate on leisure markets
  - Fits configuration of aircraft
  - No requirement for high frequency
  - Applicability of business model
- Refrain from allocating to high connect markets:
  - Additional uncertainty and effort to connect
  - Inability to differentiate business connect traffic
  - General need for first class seats

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Aircraft in fleet

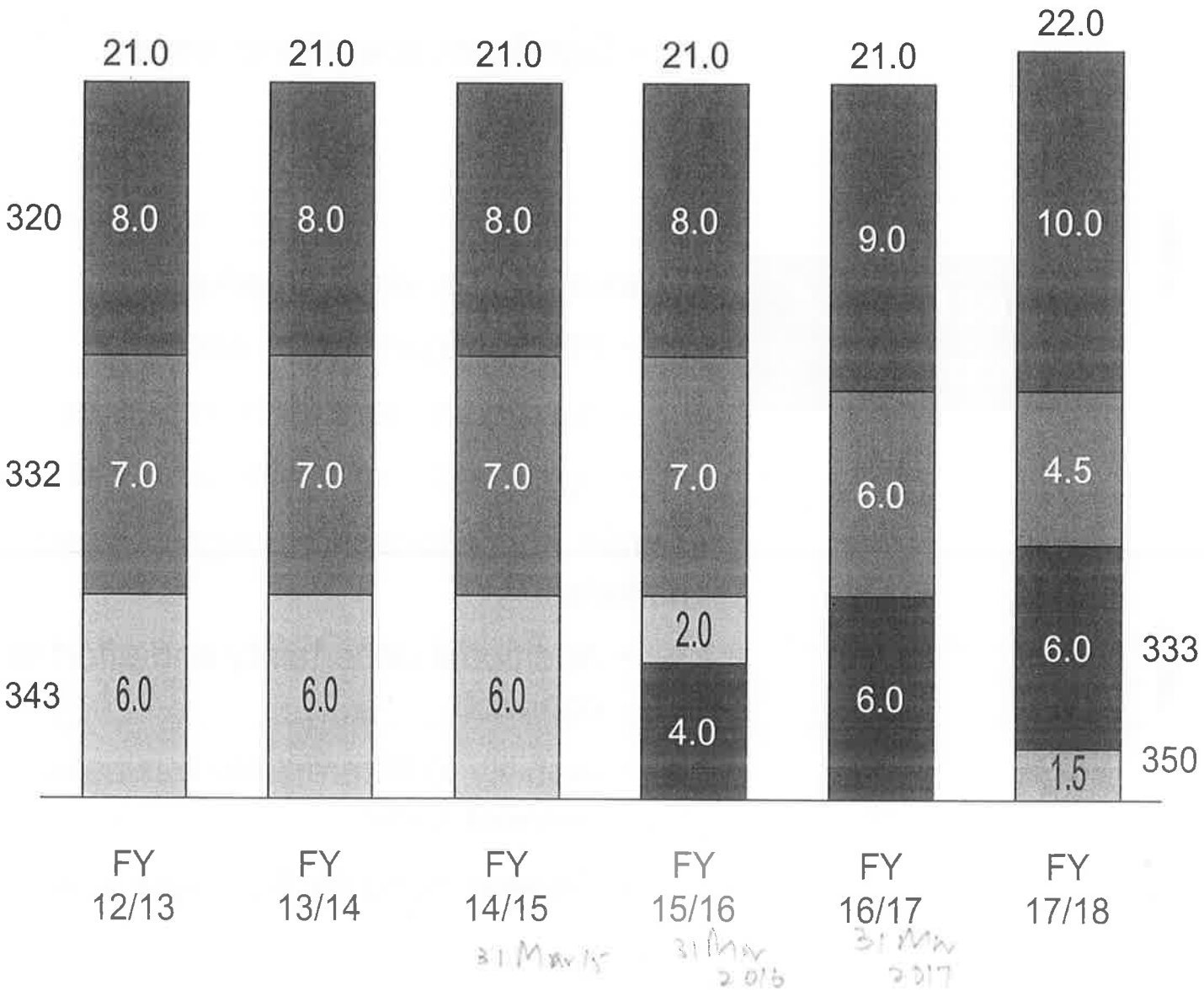
Fleet plan assumes replacement of 343s with 333s, no spare once the 333s are fully introduced, an addition of two 320s and replacement of 1.5 332 with 350s

Total aircraft including spares – UL

FY 12/13 – FY 17/18

Three A350s replacing 332s in FY 17/18. To reflect mid-year average placement in service, analysis replaced 1.5 332s in FY 17/18.

← One 343 used as spare – active count is 20 →



Source: SAPG analysis based on initial fleet plan

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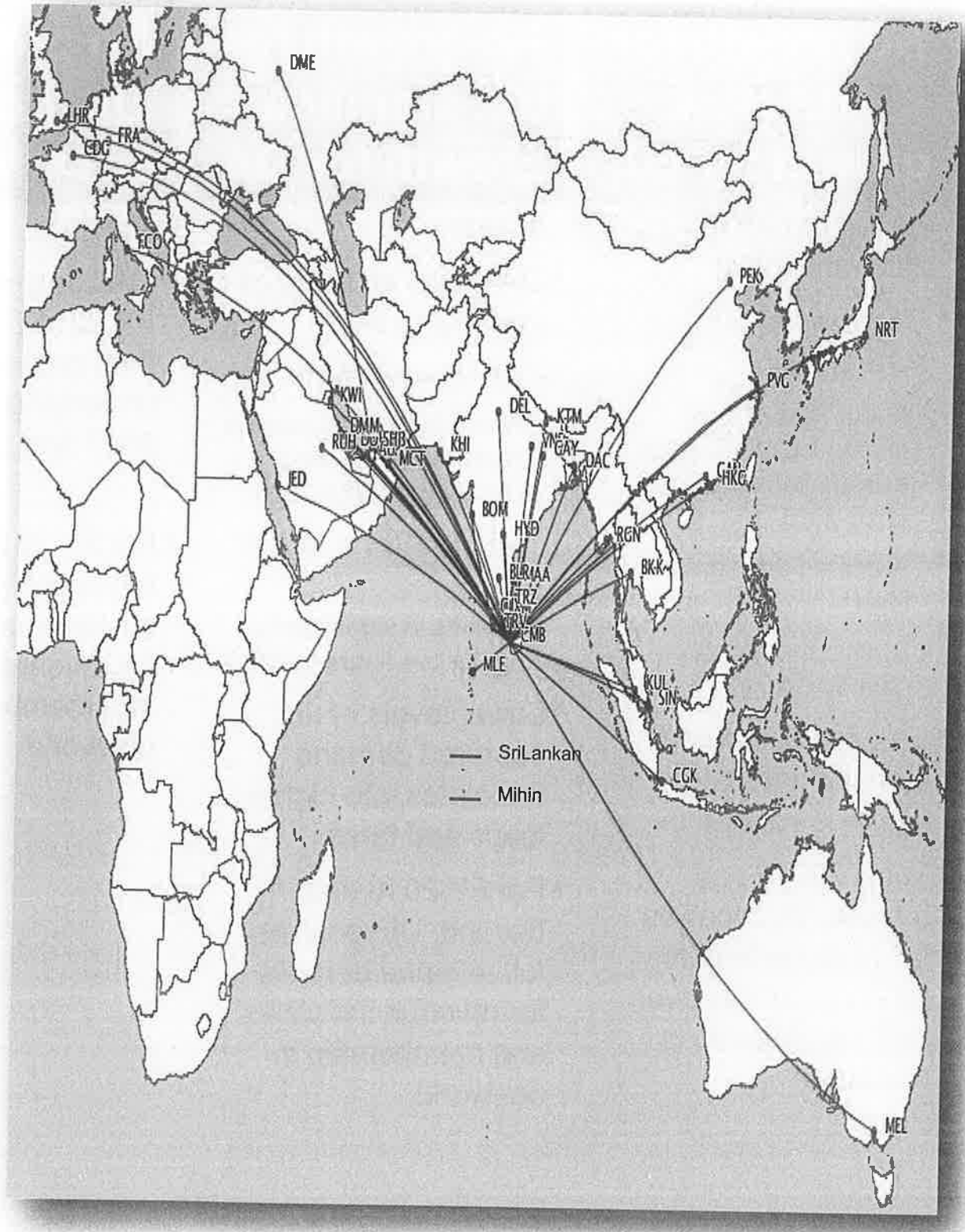
FY2018 SriLankan and Mihin combined rou network

No market overlap with MJ, new market adds, and phase of the Bangkok hub will strengthen Colombo hub and enhance passenger flows



Source: SAPG analysis

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Assessed scenarios

SAPG evaluated the profitability impact of three distinct scenarios

Base Scenario: No growth for UL, slow growth for OA

limited growth in FY 2017 and 2018

- OA grows at 50% of current share
  - About 75% of new demand is captured by existing capacity in 2014-2016
  - Allocated on segment level
  - Limited market share gain by OA
- Un-accommodated demand translates into higher loads and fares
- For FY 2016 and beyond, UL receives full revenue benefits for revenue initiatives and membership in oneworld

Sensitivity Scenario One: No growth for UL, significant growth for OA

scenario

- OA grows at 100% of underlying share
  - OA is back-filling for UL
  - About 50% of demand is captured by existing capacity in 2014-2016
  - No allocation to specific O&Ds
  - Results in significantly higher OA share by 2017
- Lower levels of un-captured demand translates into higher loads and fares
- For FY 2016 and beyond, UL receives full revenue benefits for revenue initiatives and membership in oneworld

Sensitivity Scenario Two: No growth for UL, out years growth for OA

scenario

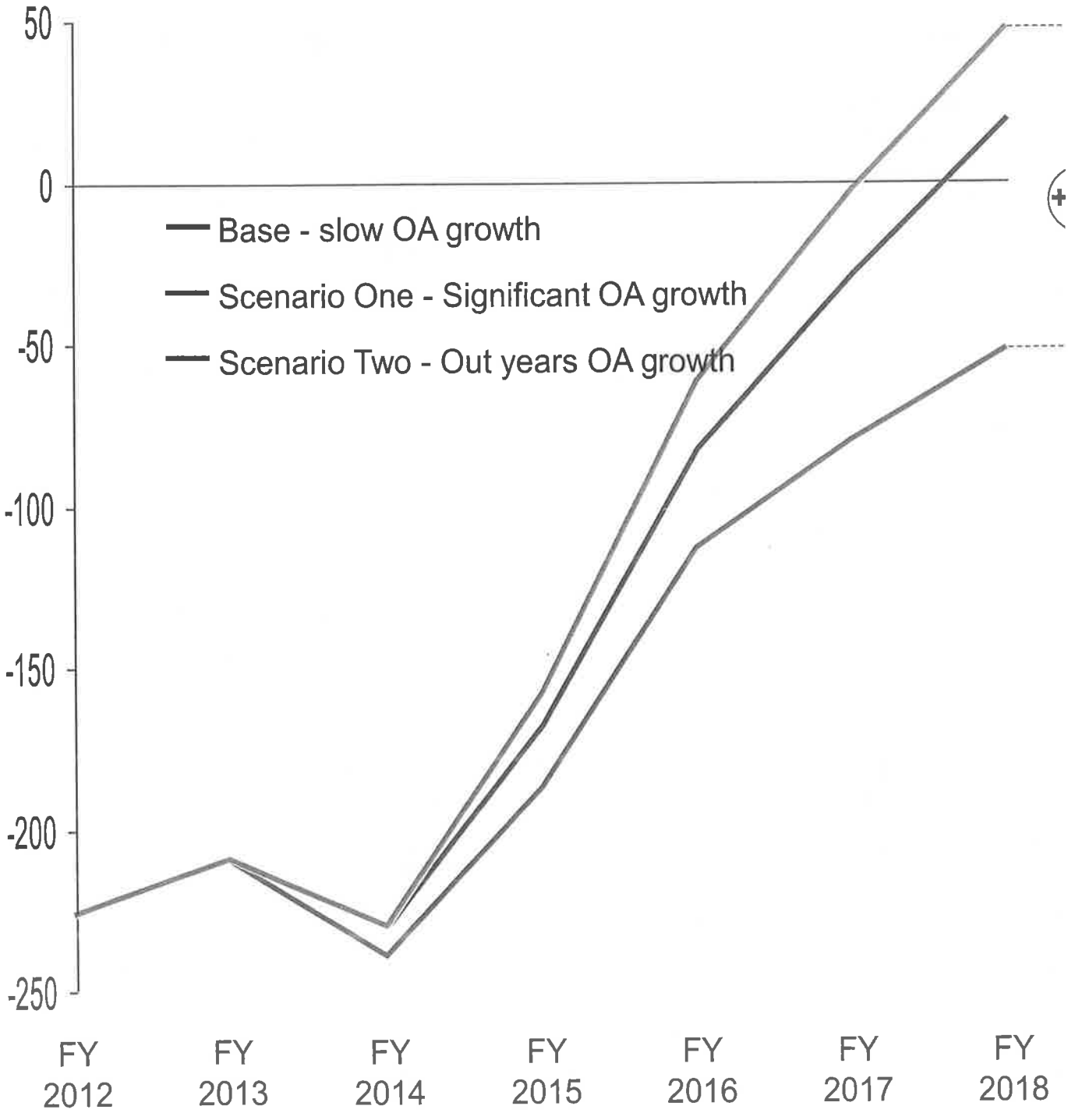
- OA does not grow in FY 2014-FY 2016, and then grows at 50% of underlying share FY 2017 and 2018
- For FY 2016 and beyond, UL receives full revenue benefits for revenue initiatives and membership in oneworld

Sensitivity – industry growth

The assumption regarding the amount of capacity added to
Lanka has a impact of USD 100 million on the FY 2018 resu

Forecasted SriLankan Airlines profitability by year

2012-2017 USD Mil/Yr



Source: SAPG analysis

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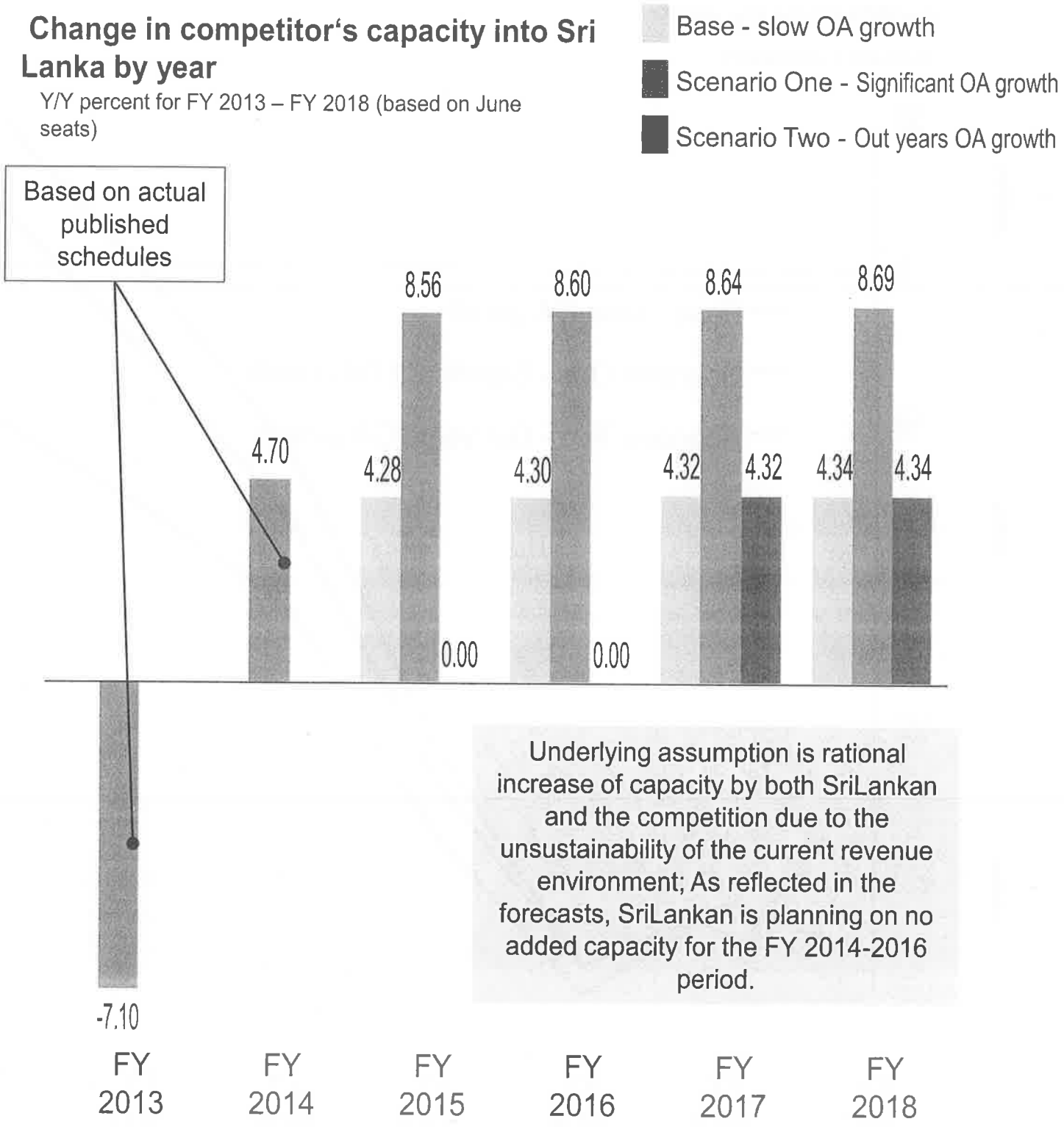
Assessed scenarios – competitors' capacity

Reflecting the imbalance between capacity and demand, in the base scenario competitors' capacity is assumed to grow moderately over the next five years

Change in competitor's capacity into Sri Lanka by year

Y/Y percent for FY 2013 – FY 2018 (based on June seats)



Underlying assumption is rational increase of capacity by both SriLankan and the competition due to the unsustainability of the current revenue environment; As reflected in the forecasts, SriLankan is planning on no added capacity for the FY 2014-2016 period.

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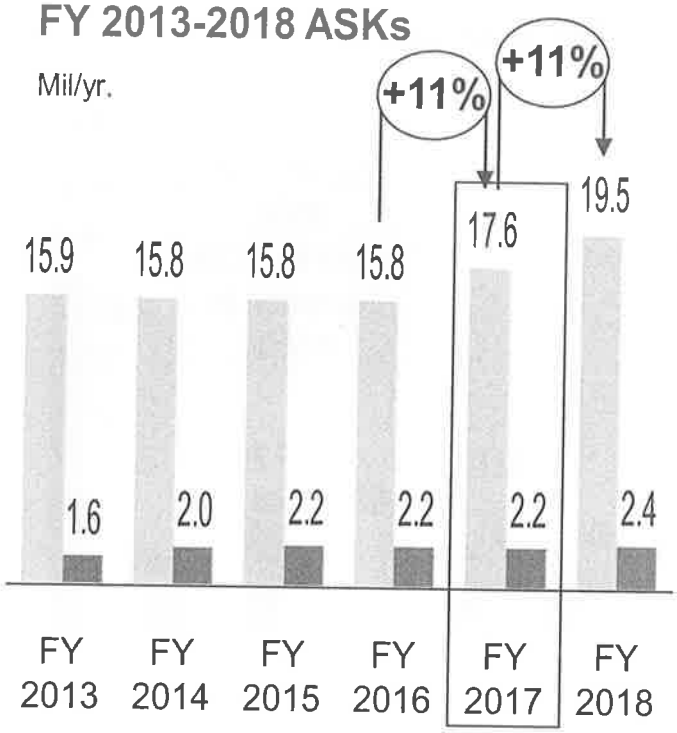
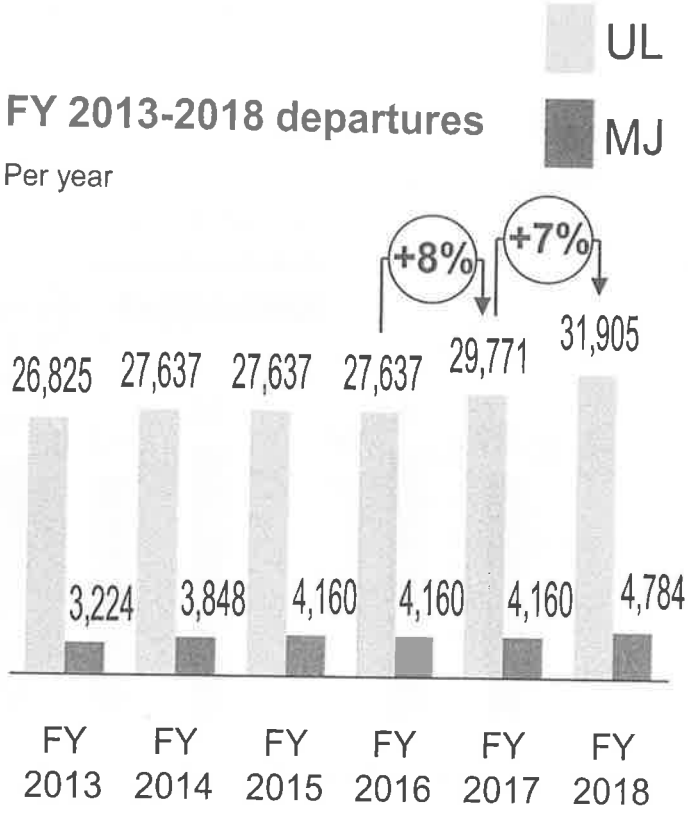
Proposed phasing plan – Base Scenario

SAPG proposed phasing plan increases capacity only in FY 2017 and 2018

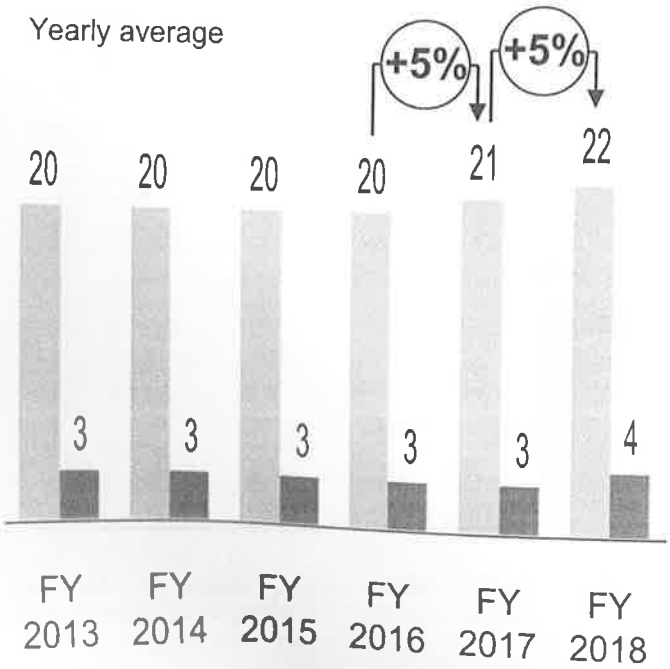
FY 2013-2018 ASKs



FY 2013-2018 departures



FY 2013-2018 active aircraft



Source: SAPG analysis of developed schedule

- Total capacity remains constant for the 2014-2016 fiscal years in order to allow demand to catch up with supply (with exception of 333 flying starting to replace 343 starting in FY 2016)
- In FY 2017, the airline is assumed to dismantle the BKK hub and initiate nonstop capacity to Colombo from Guangzhou, Hong Kong, Shanghai, Beijing
- 2018 brings Melbourne as a new destinations and initiation of 332 replacement by 350s
- MJ relinquishes New Delhi and Dubai to mainline flying, but builds capacity to other current destinations

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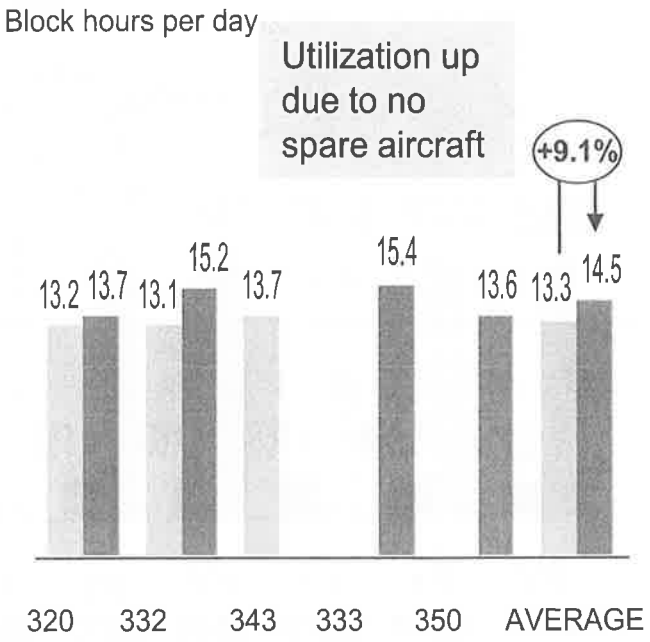
UL schedule macro overview

By FY 2018, the UL schedule is more efficient and 23% larger in terms of ASKs

FY2013 FY2018

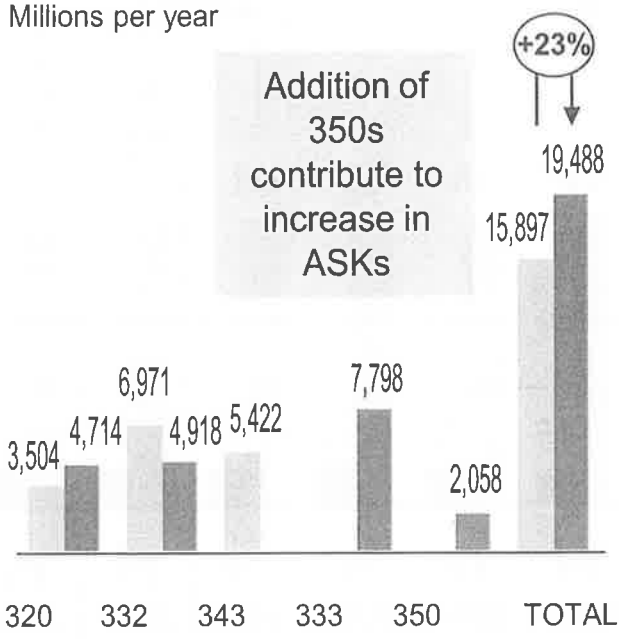
Average utilization

Block hours per day



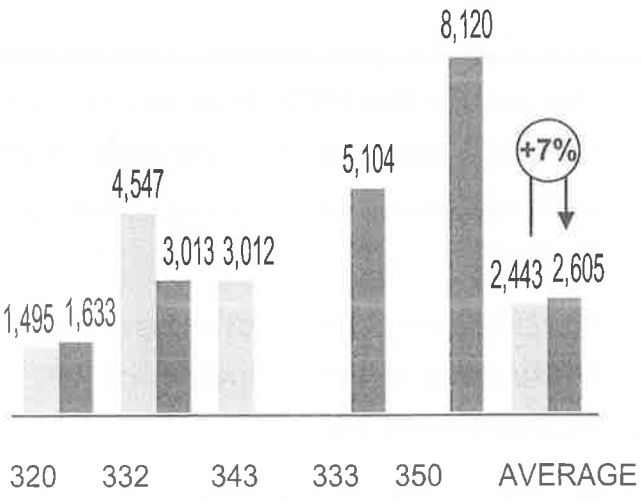
ASK production

Millions per year



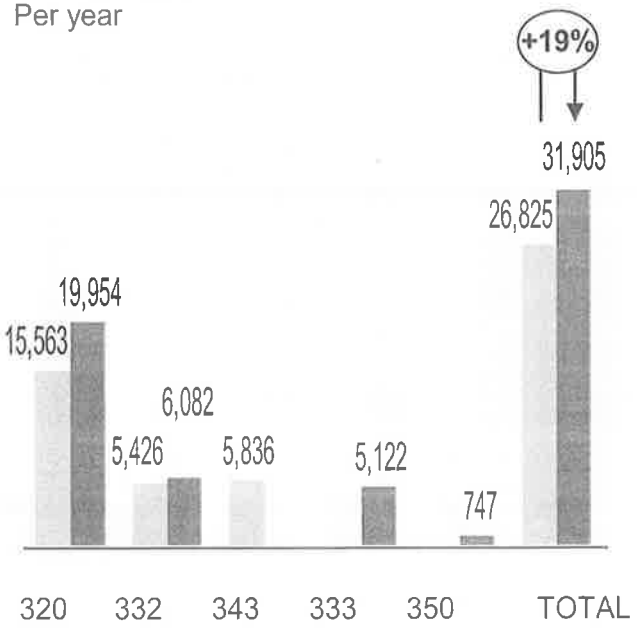
Average stage length

Average per flight



Total departures

Per year



Source: SAPG analysis of developed schedule

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Base five-year forecast

Air Transportation performance is estimated to improve as the value of various initiatives and the growth in market demand catch up with slowly growing capacity

UL five year forecast

FY2013 actual to FY2018 USD 000/Year

	Year	FY 2013 Act.	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018
Revenue	Passenger	717,381	767,000	816,060	871,638	1,000,846	1,130,325
	Cargo	99,590	106,200	112,993	120,688	138,579	156,506
	Other	31,031	31,532	33,549	35,834	41,146	46,469
	Total Revenue	848,002	904,732	962,603	1,028,160	1,180,570	1,333,300
Costs	Fuel	490,335	490,002	483,577	462,217	499,589	539,493
	Maintenance	93,053	137,252	124,918	102,568	109,396	115,561
	In Flight Services	44,525	46,385	44,513	45,491	47,809	51,193
	Ground Handling	83,352	87,335	91,860	93,697	99,818	106,806
	Overflying	33,337	37,876	41,935	42,774	45,568	48,758
	Ownership	121,492	122,948	125,050	141,973	164,970	190,790
	Tech Crew	47,538	50,337	51,475	52,479	59,199	65,777
	F.A. Crew	27,591	29,228	29,312	29,881	33,011	36,164
	Other Passenger Cost	12,139	9,529	12,136	12,403	13,035	13,958
	Station Staff	18,412	18,868	20,890	21,308	22,700	24,289
	Marketing and Sales	75,881	87,201	86,786	88,522	94,340	100,936
	General & Administrative	15,431	17,516	19,014	19,014	19,748	20,455
Total	DOC	744,602	798,849	786,803	746,747	802,179	861,813
	Costs	1,063,086	1,134,477	1,131,466	1,112,327	1,209,180	1,314,182
Profitability	Variable (Total Rev-DOC)	103,399	105,883	175,800	281,413	378,391	471,488
	Fully Allocated (Total Rev-total costs)	(215,084)	(229,745)	(168,863)	(84,167)	(28,610)	19,119
	Operating margin	(25.4)%	(25.4)%	(17.5)%	(8.2)%	(2.4)%	1.4%
Operating Statistics	Departures	26,825	27,637	27,637	27,637	29,771	31,905
	Load Factor	81.4%	81.5%	81.8%	81.7%	82.0%	82.4%
	Average Fare	168.5	176.6	184.5	196.4	214.2	226.9
	ASKs (Mil)	15,897	15,746	15,753	15,818	17,606	19,488
	Block Hours	95,013	97,921	97,916	97,873	108,937	119,156
	Stage Length	2,443	2,477	2,441	2,441	2,550	2,605
	RASK	5.33	5.75	6.11	6.50	6.71	6.84
	CASK (Operating)	6.69	7.20	7.18	7.03	6.87	6.74

Source: SAPG analysis

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Segment performance - UL

With capacity not growing as fast as demand, the majority of revenue increase is reflected in a higher fare performance

UL five year forecast – segment detail

FY2013 actual to FY2018

	Weekly Operations						Seats per Departure						Load Factor						Average Fare					
Segment	FY 13	FY 14	FY 15	FY 16	FY 17	FY 18	FY 13	FY 14	FY 15	FY 16	FY 17	FY 18	FY 13	FY 14	FY 15	FY 16	FY 17	FY 18	FY 13	FY 14	FY 15	FY 16	FY 17	FY 18
AUHOMB	14	14	14	14	14	14	145	145	145	145	145	145	91%	90%	90%	91%	91%	91%	173	178	186	195	189	194
BAHOMB	4	-	-	-	-	-	145	-	-	-	-	-	83%	-	-	-	-	-	175	-	-	-	-	-
BKKCAN	8	8	8	8	-	-	278	276	276	277	-	-	80%	79%	79%	81%	-	-	105	111	119	127	-	-
BKKOMB	34	34	34	34	42	42	288	286	287	290	145	145	77%	80%	80%	73%	87%	86%	173	174	186	219	223	230
BKKHKG	6	6	6	6	-	-	289	286	295	298	-	-	75%	78%	78%	79%	-	-	138	142	151	160	-	-
BKKPEK	10	10	10	10	-	-	287	285	285	287	-	-	82%	81%	81%	81%	-	-	173	188	201	214	-	-
BKKPVG	10	10	10	10	-	-	297	295	295	299	-	-	81%	70%	70%	70%	-	-	172	168	180	192	-	-
BLROMB	14	14	14	14	14	14	145	145	145	145	145	145	84%	90%	90%	90%	90%	90%	87	100	109	120	112	118
BOMOMB	14	14	14	14	18	28	145	145	145	145	241	207	91%	85%	85%	86%	84%	84%	106	119	127	136	146	148
CANOMB	-	-	-	-	6	6	-	-	-	-	269	299	-	-	-	-	82%	86%	-	-	-	-	333	354
CDGOMB	8	8	8	8	8	8	278	276	276	277	269	340	88%	87%	87%	88%	87%	86%	391	434	453	471	463	469
CMBCOK	28	28	28	28	28	28	145	145	145	145	145	145	63%	65%	65%	66%	66%	67%	58	63	68	72	77	79
CMBDEL	14	14	14	14	18	28	145	145	145	145	241	209	87%	84%	85%	86%	85%	80%	160	170	184	198	197	195
CMBDMM	8	8	8	8	8	8	285	282	282	284	299	292	76%	78%	79%	79%	72%	75%	192	204	216	228	251	259
CMBDOH	14	14	14	14	14	14	297	295	295	299	273	278	82%	88%	89%	89%	86%	88%	195	187	200	213	237	246
CMBDXB	18	18	18	18	18	18	216	214	214	214	207	190	73%	75%	75%	75%	75%	79%	194	204	215	221	242	247
CMBFCO	6	6	6	6	6	6	272	269	269	269	269	340	74%	78%	78%	78%	79%	82%	353	370	389	408	422	440
CMBFRA	8	8	8	8	8	8	272	269	269	269	269	269	83%	85%	85%	85%	83%	84%	342	402	423	443	419	431
CMBHKG	-	-	-	-	6	6	-	-	-	-	269	269	-	-	-	-	71%	71%	-	-	-	-	369	385
CMBJED	6	6	6	6	6	6	297	295	295	299	299	299	76%	83%	83%	83%	79%	80%	233	246	262	277	298	311
CMBKHI	14	14	14	14	14	14	145	145	145	145	145	145	75%	81%	82%	82%	83%	84%	174	181	192	202	207	212
CMBKUL	28	28	28	28	28	28	185	184	184	185	198	145	77%	87%	88%	88%	89%	91%	130	136	146	155	162	169
CMBKWI	14	14	14	14	14	14	272	269	269	269	299	299	79%	85%	85%	86%	87%	88%	186	208	222	235	235	244
CMBLHR	18	18	18	18	18	18	272	269	269	269	299	299	86%	89%	89%	90%	90%	91%	410	450	472	494	481	487
CMBMAA	56	56	56	56	56	56	196	213	213	213	194	188	83%	85%	85%	87%	87%	87%	47	51	55	59	63	66
CMBMCT	12	12	12	12	12	12	145	145	145	145	145	145	73%	79%	79%	80%	80%	81%	162	170	181	190	197	203
CMBMEL	-	-	-	-	-	8	-	-	-	-	-	269	-	-	-	-	-	83%	-	-	-	-	-	471
CMBMLE	66	66	66	66	70	70	180	190	188	189	199	195	72%	60%	61%	61%	62%	65%	106	112	119	126	130	134
CMBNRT	8	8	8	8	8	10	297	296	295	299	299	299	64%	63%	63%	63%	61%	59%	464	472	497	521	545	573
CMBPEK	-	-	-	-	10	10	-	-	-	-	269	269	-	-	-	-	69%	77%	-	-	-	-	360	360
CMBPVG	-	-	-	-	10	12	-	-	-	-	293	299	-	-	-	-	77%	75%	-	-	-	-	366	360
CMBRUH	10	10	10	10	10	10	297	295	295	296	299	299	85%	88%	88%	89%	89%	90%	205	201	214	227	260	268
CMBSIN	28	28	28	28	42	42	145	145	145	145	145	145	80%	85%	85%	86%	91%	91%	146	170	181	192	181	187
CMBTRV	16	14	14	14	20	28	145	145	145	145	145	145	64%	76%	76%	77%	74%	75%	45	48	52	55	54	52
CMBTRZ	28	28	28	28	28	28	145	145	145	145	145	145	79%	82%	83%	84%	84%	86%	51	54	57	61	64	66
DMEOXB	4	4	4	4	4	4	145	145	145	145	145	145	74%	75%	75%	75%	73%	73%	177	175	180	193	190	195
Total	524	518	518	518	558	598	204	207	207	207	201	198	81%	82%	82%	82%	82%	82%	169	177	185	196	214	227

x 52.

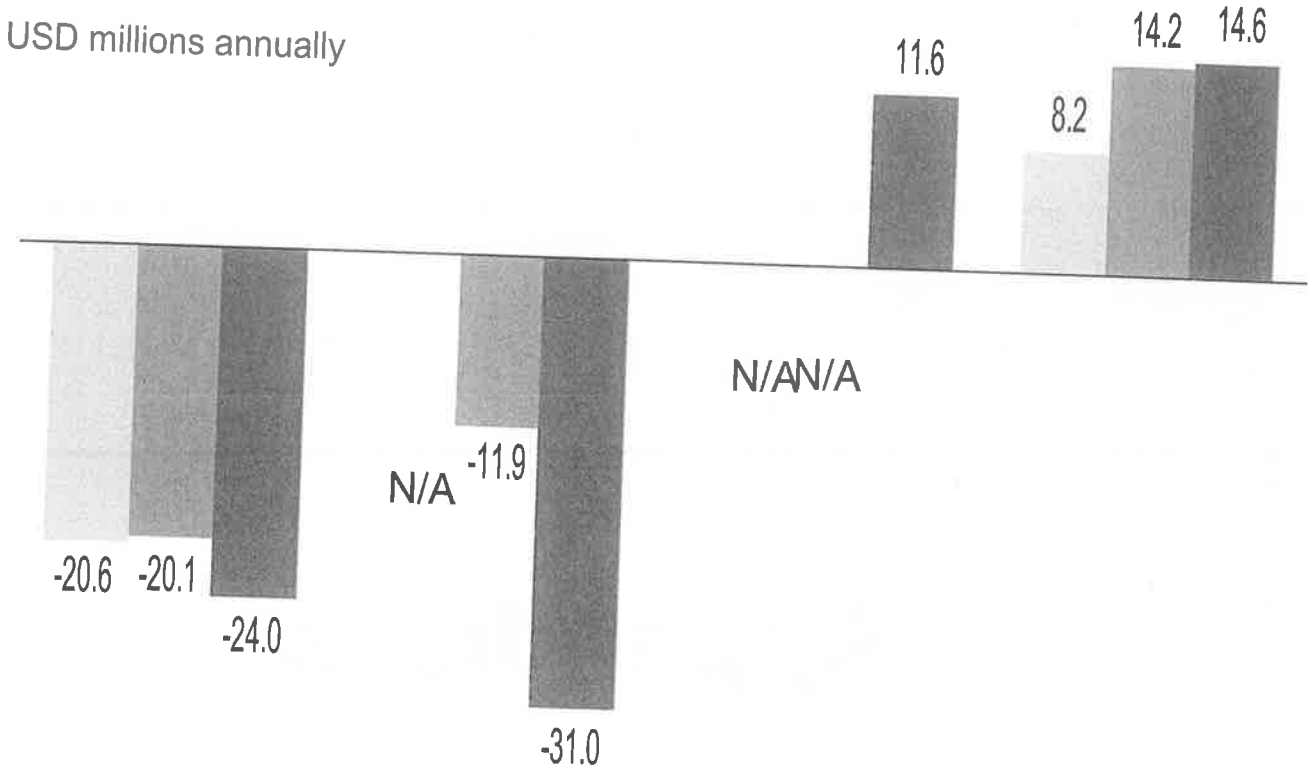
13 - 27,248
14 - 26 936
15 - 26936
16 - 26936
17 - 29 016
18 - 31 096

Source: SAPG analysis

Sensitivities – other factors

There are several risk factors and potential upsides that can significantly affect network profitability by FY 2018

Segment P&(L) variance to Base Scenario by year



Base fuel assumption of $3.53/gal was increased to $3.83/gal

SriLankan Airlines only able to capture 50% of cost increase in fare

Existing markets are stimulated at 50% (higher rate than 40% assumed in base

Oneworld entry generate 1/3 more revenue due to better capacity allocation and fare recapture

Source: SAPG analysis

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Appendices

Assessment of key planning assumptions

The following revenue assumptions were used in developing the UL plan

Revenue driver	SAPG recommendation	Comments	Impact on profit
Market sizes	SAPG proprietary data	Adjusted to reflect UL data	
Macroeconomic growth	IMF X 1.00 – 1.5	Reflects blended growth rates by country adjusted for POS	
Competitive capacity growth	Very limited growth in line with recent history	Most increase in short-haul and, if available, Australia	
Additional capacity stimulation	100% - 400%	Seabury analysis of historical experience	
Codeshare	oneworld starting in FY 2014	Per recent entry	
Average fares	SAPG proprietary data	Adjusted to reflect UL data	
Average fare growth	Increased to compensate for cost inflation	Non fuel related cost up 2% per year	
Share gaps	In accordance with current	In line with SAPG experience	
Circuity	Maximum of 1.5	In line with SAPG experience	
Cargo revenue	Per historical experience	Estimated on macro basis (approved by UL)	
Other Revenue (non cargo)	Per historical experience	Estimated on macro basis (approved by UL)	
Configuration	Current UL configuration	New UL configuration is competitive	
Pent-up demand	No increase	SAPG taking no increase to demand	

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Forecasted P&L – by segment

UL five year forecast – segment financial performance

Estimated FY 2013 to FY 2018

Passenger revenue only; no cargo or other revenue!

Segment	Segment Passenger Revenue						Total Expenses						Margin					
	FY 13	FY 14	FY 15	FY 16	FY 17	FY 18	FY 13	FY 14	FY 15	FY 16	FY 17	FY 18	FY 13	FY 14	FY 15	FY 16	FY 17	FY 18
AUHCMB	16,631	16,955	17,779	18,649	18,113	18,620	22,081	23,729	23,595	23,687	23,804	24,096	(33)%	(40)%	(33)%	(27)%	(31)%	(29)%
BAHCMB	4,369	-	-	-	-	-	6,799	-	-	-	-	-	(56)%	-	-	-	-	-
BKKCAN	9,652	10,035	10,818	11,813	-	-	16,630	17,551	17,582	17,614	-	-	(72)%	(75)%	(63)%	(49)%	-	-
BKKCMB	67,466	70,319	75,647	81,744	61,247	62,294	89,040	95,635	96,145	91,380	56,846	57,530	(32)%	(36)%	(27)%	(12)%	7%	8%
BKKHKG	9,398	9,945	10,880	11,661	-	-	13,779	14,777	15,403	14,937	-	-	(47)%	(49)%	(42)%	(28)%	-	-
BKKPEK	21,138	22,360	24,129	26,032	-	-	34,092	36,562	36,484	34,995	-	-	(61)%	(64)%	(51)%	(34)%	-	-
BKKPVG	21,542	17,984	19,457	21,075	-	-	32,944	35,497	35,448	33,310	-	-	(53)%	(97)%	(82)%	(58)%	-	-
BLRCMB	7,770	9,476	10,375	11,354	10,574	11,161	10,111	10,785	10,835	10,938	11,098	11,270	(30)%	(14)%	(4)%	4%	(5)%	(1)%
BOMCMB	10,162	10,632	11,448	12,335	27,755	37,592	13,935	14,831	14,821	14,927	33,877	45,214	(37)%	(39)%	(29)%	(21)%	(22)%	(20)%
CANCMB	-	-	-	-	22,883	28,302	-	-	-	-	22,400	23,810	-	-	-	-	2%	16%
CDGCMB	39,802	43,563	45,387	47,381	44,879	57,029	49,940	53,180	52,847	51,488	51,390	54,455	(25)%	(22)%	(16)%	(9)%	(15)%	5%
CMBCOK	7,692	8,622	9,305	10,047	10,592	11,182	19,833	21,126	21,209	21,430	21,769	22,130	(158)%	(145)%	(128)%	(113)%	(106)%	(98)%
CMBDEL	14,769	15,194	16,549	18,029	37,850	47,505	18,333	19,472	19,401	19,506	44,051	58,848	(24)%	(28)%	(17)%	(8)%	(16)%	(24)%
CMBDMM	17,280	18,711	19,908	21,258	22,586	23,539	27,219	29,174	29,099	28,110	28,973	29,009	(58)%	(56)%	(46)%	(32)%	(28)%	(23)%
CMBDOH	34,468	35,435	38,145	41,377	40,746	43,519	48,040	52,372	52,300	48,845	47,294	48,201	(39)%	(48)%	(37)%	(18)%	(16)%	(11)%
CMBDXB	28,542	30,533	32,210	33,450	35,169	34,566	41,814	44,322	44,166	44,373	42,674	39,618	(47)%	(45)%	(37)%	(33)%	(21)%	(15)%
CMBFCO	22,204	24,069	25,423	26,900	27,852	36,054	33,181	35,034	34,812	34,894	35,230	37,406	(49)%	(46)%	(37)%	(30)%	(26)%	2%
CMBFRA	32,202	38,086	40,125	42,292	39,163	40,400	46,675	49,245	48,925	49,031	49,101	49,580	(45)%	(29)%	(22)%	(16)%	(25)%	(23)%
CMBHKG	-	-	-	-	22,131	23,034	-	-	-	-	22,574	22,810	-	-	-	-	(2)%	1%
CMBJED	16,458	18,757	20,026	21,514	21,875	23,114	24,841	27,147	27,070	25,126	25,330	25,624	(51)%	(45)%	(35)%	(17)%	(16)%	(11)%
CMBKHI	13,714	15,543	16,507	17,517	18,082	18,772	18,798	20,244	20,157	20,255	19,550	19,606	(37)%	(30)%	(22)%	(16)%	(8)%	(6)%
CMBKUL	26,607	31,725	34,184	36,834	41,559	32,675	48,170	51,896	51,771	51,233	54,271	41,073	(80)%	(64)%	(51)%	(39)%	(31)%	(26)%
CMBKWI	29,098	34,551	37,035	39,696	44,632	46,727	49,052	51,802	51,618	51,848	54,997	55,841	(69)%	(50)%	(39)%	(31)%	(23)%	(19)%
CMBLHR	79,593	89,253	93,930	98,971	121,514	123,469	100,634	106,232	105,515	105,726	125,494	126,750	(26)%	(19)%	(12)%	(7)%	(3)%	(3)%
CMBMAA	22,193	26,486	29,034	31,813	30,755	31,537	56,530	66,331	68,758	67,260	61,656	59,928	(155)%	(150)%	(130)%	(111)%	(100)%	(90)%
CMBMCT	10,720	12,181	12,952	13,774	14,249	14,816	17,750	19,127	19,027	19,107	19,339	19,582	(66)%	(57)%	(47)%	(39)%	(36)%	(32)%
CMBMEL	-	-	-	-	-	43,941	-	-	-	-	-	54,282	-	-	-	-	-	(24)%
CMBMLE	47,324	43,540	46,573	50,018	58,343	61,326	61,711	68,953	68,615	68,535	78,291	78,634	(30)%	(58)%	(47)%	(37)%	(34)%	(28)%
CMBNRT	36,430	36,702	38,679	40,770	41,384	52,348	44,813	48,990	48,763	44,898	45,314	57,119	(23)%	(33)%	(26)%	(10)%	(9)%	(9)%
CMBPEK	-	-	-	-	34,591	38,681	-	-	-	-	44,626	45,470	-	-	-	-	(30)%	(18)%
CMBPVG	-	-	-	-	43,104	50,343	-	-	-	-	46,280	56,541	-	-	-	-	(7)%	(12)%
CMBRUH	26,925	27,130	28,968	31,021	35,886	37,452	38,233	41,639	41,546	41,131	39,105	39,569	(42)%	(53)%	(43)%	(33)%	(9)%	(6)%
CMBSIN	24,538	30,354	32,543	34,874	52,034	53,994	39,166	42,158	41,966	42,165	64,167	64,975	(60)%	(39)%	(29)%	(21)%	(23)%	(20)%
CMBTRV	3,508	3,844	4,156	4,495	5,971	8,278	10,002	9,383	9,445	9,562	13,821	19,683	(185)%	(144)%	(127)%	(113)%	(131)%	(138)%
CMBTRZ	8,432	9,275	9,997	10,780	11,368	11,974	17,778	18,883	19,009	19,246	19,557	19,903	(111)%	(104)%	(90)%	(79)%	(72)%	(66)%
DMEDXB	3,964	3,943	4,059	4,377	4,178	4,301	7,031	7,571	7,520	7,544	7,433	7,522	(77)%	(92)%	(85)%	(72)%	(78)%	(75)%
Total	717,381	767,000	816,230	871,852	1,001,062	1,130,545	1,063,086	1,134,477	1,131,470	1,112,332	1,209,184	1,314,186	(48)%	(48)%	(39)%	(28)%	(21)%	(16)%

On average, other revenue add 18% on top of segment passenger revenues; no allocation included for system revenue (mostly impacts short-haul India trips)

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ESTIMATES 2013
Ministry of Civil Aviation

Key Functions

Formulation of policies, programmes and projects and implement them on the basis of Mahinda Chinthana Vision and other over-all National Policies adopted by the Government

Co-ordinate, monitor and supervise programmes and projects carried out by the institutions coming under the purview of the Ministry

Statutory Boards / Institutions

Civil Aviation Authority

Shipping and Aviation Information and Research (Pvt) Ltd

Airport & Aviation Services (Sri Lanka) Ltd

Sri Lankan Airlines Ltd and Its Subsidiaries

Mihin Lanka (Pvt) Ltd

Basic Information

Aviation		2005	2011	2016 Projection
Aircraft Movements (Nos.)	BIA	**40,706**	**43,454**	**62,969**
	Sri Lankan		9,350	31,148
	Mihin Lanka		1,450	2,968
	Other		27,200	28,853
Passenger Movements (Nos.)	BIA	**4,325,710**	**6,145,532**	**8,905,488**
	Sri Lankan	2,423,213	2,866,751	4,760,215
	Mihin Lanka	155,582*	343,605	672,679
	Other		1,960,000	
Cargo Handling (MT)	BIA	160,122	168,577	244,285
	HIA			27,143
Destinations (Nos.)	Sri Lankan	28**	32	31
	Mihin Lanka	6**	9	16
Flights Frequencies per year	Sri Lankan	8,347**	7,505	14,056
	Mihin Lanka	597**	1,444	3,432
Fleet Expansion (Nos.)	Sri Lankan	16*	20	23
	Mihin Lanka	2*	2	4
New Bilateral Agreements (Nos.)			2	

Source: Ministry of Civil Aviation

* Year 2007 ** Year 2009

ESTIMATES 2013

Civil Aviation

Summary

Rs.Mn.

Description	2005	2011	2012	2013	2014	2015	2012-2015
			Revised Budget	Estimate	Projections		Total
Service Delivery Expenditure		**79**	**85**	**110**	**117**	**124**	**435**
Personal Emoluments		**29**	**35**	**35**	**38**	**41**	**149**
Salaries & Wages		19	23	22	24	26	94
Over Time and Allowances		10	12	13	14	16	55
Operational and Maintenance Expenditure		**50**	**50**	**75**	**79**	**83**	**287**
Investments	**4,551**	**1,969**	**14,828**	**15,000**	**13,003**	**13,004**	**55,835**
Aviation Development		**1,923**	**14,820**	**14,996**	**13,000**	**13,000**	**55,816**
Southern International Airport - Mattala		17	1	2			3
Bandaranaike International Airport Development Project Phase I	4,551						
Bandaranaike International Airport Development Project Phase II			1				1
Mihin Lanka Private Limited		1,906					
Capitalisation of Sri Lankan Airlines and Mihin Lanka			14,793	14,494	13,000	13,000	55,287
Domestic Airport Development Project			25	500			525
Total	**4,551**	**2,048**	**14,913**	**15,110**	**13,120**	**13,127**	**56,271**
Other Investments			**27,797**	**7,964**	**3,354**	**3,438**	**42,553**
Hambantota International Airport (AASL- China EXIM Bank)			27,797	6,650			34,447
Bandaranaike International Airport Development Project - Phase II (AASL-JICA)				1,314	3,354	3,438	8,106
Total Expenditure	**4,551**	**2,048**	**42,710**	**23,074**	**16,474**	**16,565**	**98,824**
Total Financing under Civil Aviation	**4,551**	**2,048**	**14,913**	**15,110**	**13,120**	**13,127**	**56,271**
Domestic	911	548	14,913	15,110	13,120	13,127	56,271
Foreign	3,640	1,500					

Ministry of Civil Aviation

Programme Summary

Rs '000

Head No	Description	2011	2012 Revised Budget	2013 Estimate	2014 Projections	2015 Projections	2012 - 2015 Total
176 -	**Minister of Civil Aviation**						
	Operational Activities	125,123	92,792	114,200	120,420	127,170	454,582
	Recurrent Expenditure	79,084	84,981	110,000	116,970	123,520	435,471
	Capital Expenditure	46,039	7,811	4,200	3,450	3,650	19,111
	Development Activities	1,922,522	14,820,325	14,996,000	13,000,000	13,000,000	55,816,325
	Capital Expenditure	1,922,522	14,820,325	14,996,000	13,000,000	13,000,000	55,816,325
	Total Expenditure	2,047,645	14,913,117	15,110,200	13,120,420	13,127,170	56,270,907
	Recurrent Expenditure	79,084	84,981	110,000	116,970	123,520	435,471
	Capital Expenditure	1,968,561	14,828,136	15,000,200	13,003,450	13,003,650	55,835,436
Grand Total		2,047,645	14,913,117	15,110,200	13,120,420	13,127,170	56,270,907
Total Recurrent		79,084	84,981	110,000	116,970	123,520	435,471
Total Capital		1,968,561	14,828,136	15,000,200	13,003,450	13,003,650	55,835,436

Ministry of Civil Aviation
Summary

Rs '000

Description	2011	2012 Revised Budget	2013 Estimate	2014 Projections	2015 Projections	2012 - 2015 Total
Recurrent Expenditure	79,084	84,981	110,000	116,970	123,520	435,471
Personal Emoluments	28,959	34,800	35,150	37,650	41,000	148,600
Salaries and Wages	19,341	22,500	22,000	23,500	25,500	93,500
Overtime and Holiday Payments	2,538	2,800	2,850	3,150	3,300	12,100
Other Allowances	7,080	9,500	10,300	11,000	12,200	43,000
Travelling Expenses	6,350	4,300	7,300	7,300	8,150	27,050
Domestic	1,005	1,300	1,300	1,300	1,450	5,350
Foreign	5,345	3,000	6,000	6,000	6,700	21,700
Supplies	8,520	9,855	10,705	11,455	12,360	44,375
Stationery and Office Requisites	2,507	2,000	2,050	2,100	2,300	8,450
Fuel	5,742	7,500	8,300	9,000	9,700	34,500
Diets and Uniforms	121	155	155	155	160	625
Other	150	200	200	200	200	800
Maintenance Expenditure	2,984	4,300	4,835	5,455	6,050	20,640
Vehicles	2,833	3,900	4,400	5,000	5,500	18,800
Plant and Machinery	127	300	310	330	400	1,340
Buildings and Structures	24	100	125	125	150	500
Services	29,788	30,616	50,900	54,000	54,850	190,366
Transport	1,552	800	1,100	1,200	1,400	4,500
Postal and Communication	2,808	2,900	2,900	3,200	3,300	12,300
Electricity & Water	4,034	6,416	11,600	12,500	13,000	43,516
Rents and Local Taxes	20,344	19,400	34,250	36,000	36,000	125,650
Other	1,050	1,100	1,050	1,100	1,150	4,400
Transfers	2,483	1,110	1,110	1,110	1,110	4,440
Subscriptions and Contributions Fees	1,500					
Property Loan Interest to Public Servants	378	500	500	500	500	2,000
Other	604	610	610	610	610	2,440
Capital Expenditure	1,968,561	14,828,136	15,000,200	13,003,450	13,003,650	55,835,436
Rehabilitation and Improvement of Capital Assets	4,877	1,311	1,500	1,850	2,000	6,661
Buildings and Structures	2,585	150	150	250	250	800
Plant, Machinery and Equipment	110	150	200	200	150	700
Vehicles	2,182	1,011	1,150	1,400	1,600	5,161
Acquisition of Capital Assets	57,332	31,850	504,050	800	800	537,500
Vehicles	34,441	3,850				3,850
Furniture and Office Equipment	3,294	950	1,000	200	200	2,350
Plant, Machinery and Equipment	3,074	1,050	1,050	600	600	3,300
Buildings and Structures	16,522	26,000	502,000			528,000
Acquisition of Finacial Assets	1,500,000	1,000				1,000
On - Lending	1,500,000	1,000				1,000
Human Resource Development	352	650	650	800	850	2,950
Staff Training *	352	650	650	800	850	2,950
Other Capital Expenditure	406,000	14,793,325	14,494,000	13,000,000	13,000,000	55,287,325
Restructuring	406,000					
Investments		14,793,325	14,494,000	13,000,000	13,000,000	55,287,325
Total Expenditure	2,047,645	14,913,117	15,110,200	13,120,420	13,127,170	56,270,907
Total Financing	2,047,645	14,913,117	15,110,200	13,120,420	13,127,170	56,270,907
Domestic	547,645	14,913,117	15,110,200	13,120,420	13,127,170	56,270,907
Foreign	1,500,000					

Employment Profile

Category	2011	2012	2013Estimate
Senior Level	4	4	4
Tertiary Level	15	15	15
Secondary Level	35	35	35
Primary Level	31	31	31
Total	85	85	85

*Non Transferable. Utilization of this provision shall require the approval of the Head of the Department/ Spending Unit.

Head 176 - Minister of Civil Aviation

Summary

Rs '000

Description	2011	2012 Revised Budget	2013 Estimate	2014	2015	2012 - 2015 Total
				Projections		
Recurrent Expenditure	**79,084**	**84,981**	**110,000**	**116,970**	**123,520**	**435,471**
Personal Emoluments	28,959	34,800	35,150	37,650	41,000	148,600
Salaries and Wages	19,341	22,500	22,000	23,500	25,500	93,500
Overtime and Holiday Payments	2,538	2,800	2,850	3,150	3,300	12,100
Other Allowances	7,080	9,500	10,300	11,000	12,200	43,000
Travelling Expenses	6,350	4,300	7,300	7,300	8,150	27,050
Domestic	1,005	1,300	1,300	1,300	1,450	5,350
Foreign	5,345	3,000	6,000	6,000	6,700	21,700
Supplies	8,520	9,855	10,705	11,455	12,360	44,375
Stationery and Office Requisites	2,507	2,000	2,050	2,100	2,300	8,450
Fuel	5,742	7,500	8,300	9,000	9,700	34,500
Diets and Uniforms	121	155	155	155	160	625
Other	150	200	200	200	200	800
Maintenance Expenditure	2,984	4,300	4,835	5,455	6,050	20,640
Vehicles	2,833	3,900	4,400	5,000	5,500	18,800
Plant and Machinery	127	300	310	330	400	1,340
Buildings and Structures	24	100	125	125	150	500
Services	29,788	30,616	50,900	54,000	54,850	190,366
Transport	1,552	800	1,100	1,200	1,400	4,500
Postal and Communication	2,808	2,900	2,900	3,200	3,300	12,300
Electricity & Water	4,034	6,416	11,600	12,500	13,000	43,516
Rents and Local Taxes	20,344	19,400	34,250	36,000	36,000	125,650
Other	1,050	1,100	1,050	1,100	1,150	4,400
Transfers	2,483	1,110	1,110	1,110	1,110	4,440
Subscriptions and Contributions Fees	1,500					
Property Loan Interest to Public Servants	378	500	500	500	500	2,000
Other	604	610	610	610	610	2,440
Capital Expenditure	**1,968,561**	**14,828,136**	**15,000,200**	**13,003,450**	**13,003,650**	**55,835,436**
Rehabilitation and Improvement of Capital Assets	4,877	1,311	1,500	1,850	2,000	6,661
Buildings and Structures	2,585	150	150	250	250	800
Plant, Machinery and Equipment	110	150	200	200	150	700
Vehicles	2,182	1,011	1,150	1,400	1,600	5,161
Acquisition of Capital Assets	57,332	31,850	504,050	800	800	537,500
Vehicles	34,441	3,850				3,850
Furniture and Office Equipment	3,294	950	1,000	200	200	2,350
Plant, Machinery and Equipment	3,074	1,050	1,050	600	600	3,300
Buildings and Structures	16,522	26,000	502,000			528,000
Acquisition of Finacial Assets	1,500,000	1,000				1,000
On - Lending	1,500,000	1,000				1,000
Human Resource Development	352	650	650	800	850	2,950
Staff Training *	352	650	650	800	850	2,950
Other Capital Expenditure	406,000	14,793,325	14,494,000	13,000,000	13,000,000	55,287,325
Restructuring	406,000					
Investments		14,793,325	14,494,000	13,000,000	13,000,000	55,287,325
Total Expenditure	**2,047,645**	**14,913,117**	**15,110,200**	**13,120,420**	**13,127,170**	**56,270,907**
Total Financing	**2,047,645**	**14,913,117**	**15,110,200**	**13,120,420**	**13,127,170**	**56,270,907**
Domestic	547,645	14,913,117	15,110,200	13,120,420	13,127,170	56,270,907
Foreign	1,500,000					

Employment Profile

Category	2011	2012	2013 Estimate
Senior Level	4	4	4
Tertiary Level	15	15	15
Secondary Level	35	35	35
Primary Level	31	31	31
Total	85	85	85

*Non Transferable. Utilization of this provision shall require the approval of the Head of the Department/ Spending Unit.

HEAD - 176 Minister of Civil Aviation

01 - Operational Activities

1 - Minister's Office

Rs. '000

Project	Sub Project	Object	Item	Finance Code	Category / Object / Item Description	2011	2012 Revised Budget	2013 Estimate	2014 Projections	2015 Projections	2012 2015 Total
1					Recurrent Expenditure	23,182	28,315	45,850	48,720	50,470	173,355
					Personal Emoluments	8,415	10,000	10,300	11,200	12,000	43,500
		1001			Salaries and Wages	5,219	6,000	6,000	6,500	7,000	25,500
		1002			Overtime and Holiday Payments	1,390	1,500	1,500	1,700	1,800	6,500
		1003			Other Allowances	1,805	2,500	2,800	3,000	3,200	11,500
					Travelling Expenses	2,727	2,400	3,900	3,900	4,200	14,400
		1101			Domestic	760	900	900	900	1,000	3,700
		1102			Foreign	1,967	1,500	3,000	3,000	3,200	10,700
					Supplies	4,713	6,005	6,555	7,105	7,710	27,375
		1201			Stationery and Office Requisites	796	800	850	900	1,000	3,550
		1202			Fuel	3,746	5,000	5,500	6,000	6,500	23,000
		1203			Diets and Uniforms	21	5	5	5	10	25
		1205			Other	150	200	200	200	200	800
					Maintenance Expenditure	1,387	2,150	2,185	2,305	2,350	8,990
		1301			Vehicles	1,335	1,900	1,900	2,000	2,000	7,800
		1302			Plant and Machinery	28	150	160	180	200	690
		1303			Buildings and Structures	24	100	125	125	150	500
					Services	5,692	7,400	22,550	23,850	23,850	77,650
		1401			Transport	729	600	600	600	600	2,400
		1402			Postal and Communication	983	900	900	1,000	1,000	3,800
		1403			Electricity & Water	1,730	2,250	5,600	6,000	6,000	19,850
		1404			Rents and Local Taxes	2,000	3,400	15,250	16,000	16,000	50,650
		1405			Other	250	250	200	250	250	950
					Transfers	249	360	360	360	360	1,440
		1508			Other	249	360	360	360	360	1,440
1					Capital Expenditure	31,892	5,050	1,500	950	900	8,400
					Rehabilitation and Improvement of Capital Assets	1,675	600	700	750	700	2,750
		2001			Buildings and Structures	400	50	50	50	50	200
		2002			Plant, Machinery and Equipment		50	100	100	50	300
		2003			Vehicles	1,275	500	550	600	600	2,250
					Acquisition of Capital Assets	30,117	4,350	800	200	200	5,550
		2101			Vehicles	27,941	3,600				3,600
		2102			Furniture and Office Equipment	1,196	450	500	100	100	1,150
		2103			Plant, Machinery and Equipment	980	300	300	100	100	800
					Human Resource Development	100	100				100
		2401			Staff Training *	100	100				100
1					Total Expenditure	55,074	33,365	47,350	49,670	51,370	181,755
Total Financing						55,074	33,365	47,350	49,670	51,370	181,755
	Domestic					55,074	33,365	47,350	49,670	51,370	181,755
11	Domestic Funds					55,074	33,365	47,350	49,670	51,370	181,755

HEAD - 176 Minister of Civil Aviation

01 - Operational Activities

2 - Administration & Establishment Services

Rs. '000

Project	Sub Project	Object	Item	Finance Code	Category / Object / Item Description	2011	2012 Revised Budget	2013 Estimate	2014 Projections	2015 Projections	2012 2015 Total
2					Recurrent Expenditure	55,902	56,666	64,150	68,250	73,050	262,116
					Personal Emoluments	20,544	24,800	24,850	26,450	29,000	105,100
		1001			Salaries and Wages	14,121	16,500	16,000	17,000	18,500	68,000
		1002			Overtime and Holiday Payments	1,148	1,300	1,350	1,450	1,500	5,600
		1003			Other Allowances	5,275	7,000	7,500	8,000	9,000	31,500
					Travelling Expenses	3,623	1,900	3,400	3,400	3,950	12,650
		1101			Domestic	245	400	400	400	450	1,650
		1102			Foreign	3,378	1,500	3,000	3,000	3,500	11,000
					Supplies	3,807	3,850	4,150	4,350	4,650	17,000
		1201			Stationery and Office Requisites	1,711	1,200	1,200	1,200	1,300	4,900
		1202			Fuel	1,996	2,500	2,800	3,000	3,200	11,500
		1203			Diets and Uniforms	100	150	150	150	150	600
					Maintenance Expenditure	1,597	2,150	2,650	3,150	3,700	11,650
		1301			Vehicles	1,498	2,000	2,500	3,000	3,500	11,000
		1302			Plant and Machinery	99	150	150	150	200	650
					Services	24,097	23,216	28,350	30,150	31,000	112,716
		1401			Transport	823	200	500	600	800	2,100
		1402			Postal and Communication	1,826	2,000	2,000	2,200	2,300	8,500
		1403			Electricity & Water	2,304	4,166	6,000	6,500	7,000	23,666
		1404			Rents and Local Taxes	18,344	16,000	19,000	20,000	20,000	75,000
		1405			Other	800	850	850	850	900	3,450
					Transfers	2,234	750	750	750	750	3,000
		1505			Subscriptions and Contributions Fees	1,500					
		1506			Property Loan Interest to Public Servants	378	500	500	500	500	2,000
		1508			Other	356	250	250	250	250	1,000
2					Capital Expenditure	14,146	2,761	2,700	2,500	2,750	10,711
					Rehabilitation and Improvement of Capital Assets	3,201	711	800	1,100	1,300	3,911
		2001			Buildings and Structures	2,185	100	100	200	200	600
		2002			Plant, Machinery and Equipment	110	100	100	100	100	400
		2003			Vehicles	906	511	600	800	1,000	2,911
					Acquisition of Capital Assets	10,693	1,500	1,250	600	600	3,950
		2101			Vehicles	6,500	250				250
		2102			Furniture and Office Equipment	2,099	500	500	100	100	1,200
		2103			Plant, Machinery and Equipment	2,094	750	750	500	500	2,500
					Human Resource Development	252	550	650	800	850	2,850
		2401			Staff Training *	252	550	650	800	850	2,850
2					Total Expenditure	70,049	59,427	66,850	70,750	75,800	272,827
Total Financing						70,049	59,427	66,850	70,750	75,800	272,827
	Domestic					70,049	59,427	66,850	70,750	75,800	272,827
11	Domestic Funds					70,049	59,427	66,850	70,750	75,800	272,827

HEAD - 176 Minister of Civil Aviation

02 - Development Activities

3 - Development of Civil Aviation

Rs. '000

Project / Sub Project / Object	Item / Finance Code	Category / Object / Item Description	2011	2012 Revised Budget	2013 Estimate	2014 Projections	2015 Projections	2012 2015 Total
3		**Capital Expenditure**	**1,922,522**	**14,820,325**	**14,996,000**	**13,000,000**	**13,000,000**	**55,816,325**
2		Southern International Airport Mattala - Hambantota Port Development Phase II (Component - i)	16,522	1,000	2,000			3,000
2104	17	Buildings and Structures	16,522	1,000	2,000			3,000
3		Mihin Lanka (pvt) Ltd	1,906,000					
2302	12	On - Lending	1,500,000					
2501		Restructuring	406,000					
4		Bandaranaike International Airport Development Project -Phase II Stage II (JICA)		1,000				1,000
2302	17	On - Lending		1,000				1,000
7		Capitalisation of Sri Lankan Airline		14,286,325	12,600,000	13,000,000	13,000,000	52,886,325
2502		Investments		14,286,325	12,600,000	13,000,000	13,000,000	52,886,325
8		Capitalisation of Mihin Lanka Airline		507,000	1,894,000			2,401,000
2502		Investments		507,000	1,894,000			2,401,000
9		Domestic Airport Development Project - Batticaloa		25,000	500,000			525,000
2104		Buildings and Structures		25,000	500,000			525,000
3		**Total Expenditure**	**1,922,522**	**14,820,325**	**14,996,000**	**13,000,000**	**13,000,000**	**55,816,325**
Total Financing			**1,922,522**	**14,820,325**	**14,996,000**	**13,000,000**	**13,000,000**	**55,816,325**
Domestic			422,522	14,820,325	14,996,000	13,000,000	13,000,000	55,816,325
11		Domestic Funds	406,000	14,818,325	14,994,000	13,000,000	13,000,000	55,812,325
17		Foreign Finance Associated Costs	16,522	2,000	2,000			4,000
Foreign			1,500,000					
12		Foreign Loans	1,500,000					

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CABINET MEMORANDUM
Ministry of Civil Aviation

Cabinet Paper No :2011/12
Reference No :CA/04/18/142

Date: 02/07/2011

CAPITALISATION OF SRILANKAN AIRLINES AND MIHIN LANKA

Background

SriLankan Airlines (SriLankan) which was adversely impacted by the internal conflict which ended in May 2009 has since embarked on an ambitious fleet expansion/ modernisation programme to cater for the growth in air travel.

In line with national policy directives SriLankan has planned an expansion programme which envisages an aircraft fleet of 23 by 2014 to be used for international air transportation (*plus three air taxis for domestic operations*). The fleet size at the end of 2009 was 12 aircraft and has been increased over the past one year to 17 (*plus two air taxis*).

Development of Business Plan

The Mahinda Chintana program identifies aviation as a key sector and envisages the creation of an Aviation Hub in Sri Lanka. One of the main criteria for creating an Aviation Hub is the presence of a strong home based airline. A new five year Business Plan which was approved by the Board of Directors of SriLankan Airlines in 2011 June, was developed by the Company and has been validated by international Aviation Consultants in order to achieve the planned growth and maintain a financially stable operation. In terms of the Business plan the airline requires capital infusion by GOSL. (*GOSL holds 97% of the Stated Capital of the Company*).

Salient features of the financial and operational results of the Business Plan are attached in **Annex 1**.

The fleet expansion/ modernisation program is highly essential for the airline to maintain a competitive advantage in the market. The average age of the fleet is presently over 11 years and the business plan envisages the reduction of same to below 7 years.

Present Position

There has been no equity infusion by the GOSL and or Emirates at that time. The last equity infusion received by the Airline from the GOSL has been LKR 875.0 million in 1993. Since then all capital requirements and expansion programs has been funded internally. Accordingly four aircraft has been ordered utilizing Sri Lankan funds. The airline has been severely affected by the global fuel price increase in 2011 due to the Middle East situation and as a result the cash position of the Company has severely deteriorated.

(I) **Justification for Capitalisation of the Airline**

In order to pursue its expansion/ modernisation programme as well as to ensure commercial viability including meeting statutory obligations with regard to the Companies Act No 7 of 2007, the airline requires to be capitalised on an urgent basis.

The requirement for financing in 2011 is for the repayment of temporary facilities obtained from banks, to repay outstanding creditors and finance the ongoing fleet expansion / modernisation programme including the upgrading of the Business Class seats and in-flight entertainment system in 06 wide body aircraft. Upon completion all long haul flights will have expanded Business Class with flat bed seats.

The average age of the wide body fleet is over 12 years and the older aircraft requires to be replaced over the next 3 year period. Further, this includes three ageing fuel uneconomical aircraft (*17 years old and with 04 engines*) and will be replaced on a priority basis upon availability of finances with more modern/ economical twin engine aircraft.

The external consultants have also recommended that Mihin Lanka (MJ) works closely with SriLankan and complement each other (*MJ to concentrate on low yield markets and both airlines to feed traffic to each other*). In order for MJ to successfully compete with other low cost carries MJ too needs to be recapitalised.

In order to facilitate the capitalisation and providing bridging finance until the entire equity investment by GOSL is provided, we propose the following.

USD Million

	2011	2012	2013	2014	2015	2016
Investment in equity capital of SriLankan/ Mihin by the GOSL	-	110	110	100	100	100
Guarantees provided by the Treasury to SriLankan/ Mihin	270					

An equity investment of USD 500 million is proposed over a five year period for SriLankan which requires to be provided in the National Budget on an annual basis commencing 2012 as per the above table. The Treasury Guarantee for USD 250 million is required by SriLankan immediately in order to pursue its expansion/ modernisation program until equity funding is made available from 2012 onwards. This guarantee will be used as security to obtain loans / overdrafts from local/foreign banks or financial institutions and will reduce by USD 50 million each year *(to be repaid each year by utilising part of the annual equity infusion of US$ 100 million over five years)*. Please refer **Annex 2** for details of how the above funds will be utilised by SriLankan.

Further, SriLankan at present does not own any aircraft and all aircraft are on operating lease. With the infusion of equity capital the balance sheet will be strengthened. This will enable SriLankan to have mix of owned and leased aircraft in the future as per the re-fleeting requirement given in the Business Plan.

The equity investment proposed for Mihin Lanka is USD 20.0 million over a two year period commencing 2012. The requirement by Mihin Lanka for a Treasury Guarantee is for USD 20.0 million which will be repaid in 2012 and 2013 utilising the equity investment. MJ requires funds urgently to repay creditors including SriLankan Airlines and for working capital. The equity infusion will strengthen the balance sheet of Mihin Lanka.

For overall performance and breakdown of funding requirements of Mihin Lanka is attached, please see **Annexes 03 & 04.**

Recommendation

500 Mn → Sri Lankan
20 Mn → Mihin

Considering above, approval of the Cabinet of Ministers is sought to:

1. Invest USD 520.0 million in the equity capital over a five year period to Sri Lankan and Mihin Lanka commencing year 2012. → Approved
2. Allocate above funds under the annual national budget estimates commencing year 2012. → Approved subject to observations of Minister of Finance
3. Authorise the Treasury to issue a sovereign guarantee of USD 270 million immediately in order to obtain bridging finance facilities from local/foreign banks or financial institutions. → Not approved

Piyankara Jayarathna (M.P.)
Minister of Civil Aviation

SRILANKAN AIRLINES LTD
OVERALL PERFORMANCE

Annex 1

(In USD Million)

SriLankan	2011/12	2012/13	2013/14	2014/15	2015/16
Financial Information					
Airline Revenue	798	991	1,101	1,170	1,238
Direct Operating Costs	(647)	(729)	(761)	(784)	(813)
Other Expenses	(269)	(340)	(374)	(408)	(422)
Net Income from Ancillary Services	45	59	62	65	68
Group Surplus/(Deficit)	(73)	(19)	28	43	71
Commercial Information					
No. of Aircraft	19	22	23	23	22
Pax Nos.	3,310,858	3,917,095	4,132,379	4,238,023	4,400,435
Seat Factor %	78.94	75.64	78.77	80.15	81.24
No. of Flights	9,350	10,898	11,185	11,393	11,895

Annex 2

SriLankan Airlines Funding Requirement

1) Repayment of bank over drafts/ loans – USD 52
2) Repayment of outstanding creditors – CPC (USD 28 million) and others (USD 15 million)
3) Funding of working capital (maintain adequate cash reserves) - USD 94 million
4) Re- fleeting – USD 230 million
5) Investment in infrastructure/ fixed assets – USD 81 million (includes investment required in Mattala and Ratmalana airports to provide ground handling services)

MIHIN LANKA (PVT) LTD
OVERALL PERFORMANCE

Annex 3

(In USD Million)

	2011/12	2012/13	2013/14
Financial Information			
Airline Revenue	59.40	85.40	119.50
Direct Operating Costs	(59.50)	(81.80)	(106.34)
Other Expenses	(10.70)	(13.40)	(17.82)
Net Income from Ancillary Services	3.30	4.40	5.50
Group Surplus/(Deficit)	(7.50)	(5.40)	0.84
Commercial Information			
No. of Aircraft	3	4	4
Pax Nos.	437,486	590,064	749,709
Seat Factor %	78	80	82
No. of Flights	1,476	1,941	2,406

Annex 4

Mihin Lanka (Pvt) Ltd. Funding Requirement

1) Re- fleeting – USD 10 million

2) Funding of working capital (maintain adequate cash reserves) - USD 5.5 million

3) Repayment of previous outstanding creditors – USD 4.5 million

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MINISTRY OF CIVIL AVIATION
SECRETARY'S OFFICE
17 AUG 2011
19, CHAITHYA ROAD,
COLOMBO-01.

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2011 ජූලි මස 27 දින පැවැත්වුණු අමාත්‍ය මණ්ඩල රැස්වීමේදී ලබාගත් තීරණයක් අවශ්‍ය කටයුතු සඳහා මේ සමඟ එවා ඇත.

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(ආ) **න්‍යාය පත්‍රයේ විෂයයන්:**

(I) **අමාත්‍ය මණ්ඩල පත්‍රිකා:**

25. අමාත්‍ය මණ්ඩල පත්‍රිකා අංක 11/1459/545/009 වූ, "ශ්‍රී ලන්කන් ගුවන් සමාගම හා මිහින් ලංකා සමාගම සඳහා ප්‍රාග්ධන ආයෝජනය කිරීම" යන මැයෙන් සිවිල් ගුවන් සේවා ඇමතිතුමා ඉදිරිපත් කළ 2011.07.12 දිනැති සංදේශය - ඉහත සංදේශය මුදල් හා ක්‍රමසම්පාදන ඇමතිතුමාගේ නිරීක්ෂණ සමඟ සලකාබලන ලදුව, සංදේශයේ (1) යෝජනාව සඳහා අනුමැතිය දෙන ලදී. අදාළ රේඛීය අමාත්‍යාංශය විසින් මුදල් හා ක්‍රමසම්පාදන ඇමතිතුමාගේ නිරීක්ෂණවල විෂය අංක 2 හි සඳහන් පරිදි ක්‍රියාකිරීමට යටත්ව, සංදේශයේ (2) යෝජනාව සඳහා අනුමැතිය දෙන ලදී. මෙකී නිරීක්ෂණ හේතුවෙන් සංදේශයේ (3) යෝජනාව අනුමත නොකරන ලදී.

ක්‍රියා කළයුතු: සිවිල් ගුවන් සේවා අමාත්‍යාංශය - ඉහත නිරීක්ෂණ යොමුකොට ඇත.

පිටපත: මුදල් හා ක්‍රමසම්පාදන අමාත්‍යාංශය

Agenda Items:

I) Cabinet Papers



25. Cabinet Paper No.11/1459/545/009, a Memorandum dated 12.07.2011 by the Minister of Civil Aviation on "Capitalization of Sri Lankan Airlines and Mihin Lanka" - the above Memorandum was considered along with the observations of the Minister of Finance and Planning and approval was granted to the proposal (1) in the Memorandum, The proposal (2) in the Memorandum was approved, subject to the relevant line Ministry taking action as indicated under Item 2 of the observations of the Minister of Finance and Planning. In view of these observations, proposal (3) in the Memorandum was not approved.

Action by: My/Civil Aviation - above observations annexed.
Copied to: My/Finance and Planning

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SriLankan

EXTRACT OF THE MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF SRILANKAN AIRLINES LTD HELD ON 23rd JANUARY 2012

Present:	Mr Nishantha Wickremasinghe	-	Chairman
	Mr Kapila Chandrasena	-	Director/CEO
	Mr Shameendra Rajapakse	-	Director
	Mr Manilal Fernando	-	Director
	Mrs Lakshmi Sangakkara	-	Director
	Mr Sanath Ukwatte	-	Director
	Ms W A Nalani	-	Director
	Mrs. Mildred Peries	-	Company Secretary
Excused:	Mr Nihal Jayamanne PC	-	Director (Medical leave)
	Mr Susantha Ratnayake	-	Director

QUOTE:

"12/01/05 **Consultancy services for Aircraft Re-fleeting Program**

Board paper ref FIN/2012/01/04 titled 'Consultancy services for Aircraft Re-fleeting program' together with related attachments and dated 11 January 2012, jointly from the Head of Finance, Head of Engineering and Senior Manager Corporate Affairs was discussed.

The Board approved the recommendation made to engage the services of Seabury for the wide-body re-fleeting process only based on the following charges. Accordingly the Board was of the view that the consultant's activity should be limited to advising the Company on its need to expand its fleet and the fleet requirement, aircraft/engine selection/evaluation and negotiation only.

Acquisition of Aircraft
Aircraft selection/evaluation & negotiation up to execution
Wide body Aircraft –USD 800,000

The Board requested that a further improvement on the above fee be negotiated.

Director/Mr Rajapakse, stated that, ideally the shortlisted consultants should have made their individual presentations to the Board since re-fleeting is a long term investment which is under the governance of the Board of Directors.

The Board was also of the view that the approved Business Plan did not envisage the acquisition of a Turbo Prop aircraft type for the Company's operation and accordingly requested the CEO to initially submit a business plan validated by Seabury for discussion by the Board prior to making any commitment."UNQUOTE

TABLED
Company Secretary
Dt. 23/01/2012

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BOARD PAPER **FIN/2012/01/04**

CONSULTANCY SERVICES FOR AIRCRAFT RE-FLEETING PROGRAM

Purpose

To seek the approval of the Board of Directors to engage the advisory services of a suitable consultant for aircraft evaluation and selection, negotiation of contract terms with manufacturers of aircraft and engines and for financing of aircraft for the proposed wide body re-fleeting program and the possible induction of a turbo prop fleet to cater to the expansion requirements of the business.

Background

The 5 year Business Plan has identified the fleet renewal process as a major requirement given that Sri Lankan Airlines [SLA] is operating with an ageing fleet of wide body aircraft. All of our aircraft leases are due to expire between 2014- 2018. The leases on the ageing fleet of six A340 aircraft are due to expire by 2014/2015, (three of the aircraft are now 17+ years old), thus requiring a replacement plan on a priority basis. As specified in the Business Plan, we need to focus on retiring all our A340's to ease operational inefficiencies and induct newer more fuel efficient twin engine aircraft as well as replace the fleet of six A 330 aircraft upon expiry of the leases.

It is vital that we initiate the process with immediate effect, since we need to place orders well in advance to ensure timely delivery and conformity with an interior configuration as per our requirements. We have to date, received offers from both Airbus Industrie and Boeing for the purchase of new aircraft which include the A330-200, A330-300, A350 and the Boeing 777-200ER.

In conjunction with the overall expansion and re-fleeting assignment currently uderway, a study is being undertaken to identify a cost efficient turbo prop aircraft for the following purposes;

1. To operate shuttle services to the Maldives and South India and thereby build enhanced connectivity through BIA & Mattala
2. To operate to second tier airports in South India which the airline does not currently serve and which do not have the demand for A320 services
3. To release A320 time for operation to other more profitable routes

Proposals have been sought from both Bombardier and ATR based on a schedule provided by SLA (initial number of aircraft 3 to increase to 4) and an internal inter-departmental team is currently evaluating the feasibility of such an operation.

It is our view that SLA however does not possess sufficient in-house resources/ experience to negotiate a new fleet order of this magnitude (to replace 12 aircraft) and the acquisition of a new type of aircraft in the form of a turbo prop fleet. It should be noted that we have not placed a new aircraft order with a manufacturer for over 18 years. Considerable resources and expertise are needed in order to derive the best possible outcome on aircraft and engine selection, acquisition price & other terms such as warranties, financing, strategic and commercial considerations, engineering/ technical aspects, aircraft valuation and contract terms. Original Equipment Manufacturers [OEMs] possess significant bargaining power over airlines and lessors,

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hence knowledge of how the OEMs behave and an understanding of how to drive OEM's to derive best value is also required to ensure an optimal outcome for the airline. For the above reasons and also because the the decision will shape the direction and strategy of the Company for the next two decades, it is imperative that we engage the services of a suitable consultant in order to be in a position to make an informed decision.

Present Position

Closed offers were received from four parties namely, DVB, Ascend, Seabury and Skyworks for consultancy services based on the scope of work given by us. The consultants were briefed on the scope of the required services in addition to the strategic requirements of the Company as per the Business Plan.

The offers included the listing of key activities & deliverables, project timelines and proposed fee structure for the following work scope:

-Aircraft / engine selection and acquisition
-Fleet planning / aircraft and engine evaluation
-New aircraft / engine negotiation with OEM's
-Financing of aircraft

Presentations were thereafter made to the members of the Selection Committee, i.e. Chief Executive Officer/Head of Finance/Head of Engineering and Senior Manager Corporate Affairs by the 4 Consultant firms which facilitated a greater insight into the key deliverables, experience and competencies of the consultants and the proposed work scope.

Evaluation of Offers

DVB is a Bank which offers customized financial services with the submarkets of shipping, aviation and land transport; their key product areas include structured asset financing, private equity and advisory. The Selection Committee's consensus on DVB was that their expertise leans more towards the financing aspect; in comparison with the other consultants as they have not undertaken any major aircraft acquisition negotiations for third parties.

Ascend's key services include the provision of aerospace information, valuations and appraisals and consultancy solutions. The Committee consensus based on detailed discussions & comparison with other consultants was that their major strength lies in asset valuations, provision of research and maintaining data bases of covering all aspects of aircraft and airlines, and not in aircraft acquisitions.

DVB and Ascend therefore were rejected on technical grounds in comparison with Seabury & Skyworks since the latter two displayed a broader range of expertise/ experience across all the areas specified by SLA.

Annexure 1 details the scope of work, expected time frame, proposed fee structure and experience of the final two short listed consultants-Seabury & Skyworks. Skyworks has been involved in ten and Seabury in five recent major aircraft advisory engagements with leading industry experience in advising many different types of aircraft purchasers. The Selection Committee has ranked Skyworks' expertise on par with Seabury, but their services require a significant higher cost in comparison with Seabury.

As given in Annexure 1, Skyworks' costs for the wide body aircraft selection and acquisition phase alone will vary between USD 1.75 million and USD 2.80 million on an incremental scale, which depends on whether we engage their services for either six or twelve aircraft. Seabury on the other hand has quoted USD 0.8 million irrespective of the number of wide body aircraft for the selection and acquisition phase. Seabury has quoted 0.4 per cent [40 basis points] of the purchase price as their success fee for the financing phase if it is a purchase from OEM with a sale & leaseback, with a progressive reduction in the fee if more than one aircraft is inducted through the same lessor. An acquisition effected other than from an OEM financed through a sale and lease back would be charged USD 175,000 or USD 225,000 per aircraft (depending on the type of transaction). As part of the assignment, Seabury was also asked to quote for the selection and acquisition of a new turbo prop aircraft fleet as described above. Seabury has quoted a fee of USD 75,000/- for validation of the Business Case for the acquisition of a turbo prop fleet and USD 120,000/- to support the negotiation phase of the selection and acquisition. Seabury has quoted 0.5 per cent [50 basis points] of the purchase price as their success fee for the financing phase if it is a purchase from OEM with a sale and leaseback, with a progressive reduction in the fee if more than one aircraft is inducted through the same lessor. An acquisition effected other than from an OEM financed through a sale and lease back would be charged between USD 75,000 to USD 100,000 per aircraft (depending on the type of transaction).

Skyworks has quoted half per cent [50 basis points] of the purchase price as their success fee for the financing phase if it is a sale & leaseback transaction. If financed through debt, the fee would be half per cent [50 basis points] of the amount raised. Skyworks has additionally factored in a cost savings fee for the savings due to their involvement in the process; however a specific amount has not been proposed.

In addition to Seabury's overall costs being lower, they are generally perceived as a preferred partner in airline consultancy services. We have also selected them to support our alliance strategy and negotiation process and find their services to date as comprehensive and competent.

Annexure 2 includes details of Seabury and related credentials including the key people who will be involved in the process. We stand to gain from access to expert advice from a team which has hands on experience comprising of ex-senior executives of OEMs as well as from airlines and major lessors.

Recommendation

Based on the aforementioned, we seek the approval of the Board of Directors to engage the services of Seabury for the wide body re-fleeting process, the validation of the business case for the acquisition of a turbo prop fleet and subsequent support for negotiations based on the following charges.

Acquisition of Aircraft:
Aircraft Selection, Evaluation & Negotiation upto execution:

Widebody Aircraft	-	USD 800,000
Turbo Prop	-	Ranging from USD 75,000 to 120,000

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Financing Aircraft:

Acquisition thru' OEM

Widebody	-	0.4%	(40 basis points)
Turbo Prop	-	0.5%	(50 basis points)

Acquisition other than thru' OEM's

Other forms of financing:

Widebody	-	USD 175,000 - USD 225,000
Turbo Prop	-	USD 75,000 - USD 100,000

Priyani Abeyasekera
Senior Manager- Corporate Affairs

Yasantha Dissanayake
Head of Finance

Priyantha Rose
Head of Engineering

Kapila Chandrasena
Director/ Chief Executive Officer

11 January 2012

ANNEXURE 1

TENDER : CONSULTING SERVICES ON ACQUISITION OF NEW AIRCRAFT FOR SRILANKAN AIRLINES

COMPARISON OF OFFERS RECEIVED

COMPANY	SCOPE OF WORK	TIME FRAME	COSTS	SOME RECENT PROJECTS UNDERTAKEN SEABURY
SEABURY PROPOSAL				
Seabury	**Schedule 1:New Wide body Aircraft Selection & Acquisition**		**Schedule 1:New Wide body Aircraft Selection & Acquisition**	Providing advice on major aircraft orders to :
	Fleet planning/Aircraft Evaluation	4 Weeks	1.Fixed Retainer of USD 40K per week with a maximum cap of : USD 600,000	Cathay Pacific
	New Aircraft Negotiation :			United Airlines
	To the point of signing LOIs	12 weeks	2.Transaction Success Fee:	Virgin America
	Finalise Purchase Agreement	8 weeks	a.Signing LOIs USD 100,000	Currently engaged in supporting a North American and Middle Eastern Airline with new aircraft orders
	Project Time Schedule 1		b.Finalise Purchase Agreement USD 100,000	Leading multiple negotiations with Airbus, Boeing, Embraer & major engine manufacturers.
		24 weeks	Project Costs for 6 or 12 aircraft excl. Financing USD 800,000	
	Schedule 2:New Turbo Prop Aircraft Selection & Acquisition		**Schedule 2:New Turbo Prop Aircraft Selection & Acquisition**	
	Shall be implemented along with Schedule 1		Fees below applicable only if bundled and implemented in parallel with Schedule 1	
	Validation of SLA Turbopop route study	4 weeks	1.Fixed Retainer of USD 15K per week with a maximum cap of : USD 195,000	
	New Aircraft Negotiation			
	To the point of signing LOIs	12 weeks		
	Finalise Purchase Agreement	8 weeks		
	Schedule 3:New Wide body Aircraft & Turboprop Financing	4-8 Weeks	**Schedule 3:Financing**	
			Wide Body Sale & Leaseback(SLB) Financing Success Fee :	
			First aircraft at lessor 0.4% of Purchase price	
			Second aircraft at same lessor 0.3% of Purchase price	
			Third or more aircraft at same lessor 0.2% of Purchase price	
			Turboprop Sale & Leaseback(SLB) Financing Success Fee :	
			First aircraft at lessor 0.5% of Purchase price	
			Second aircraft at same lessor 0.4% of Purchase price	
			Third or more aircraft at same lessor 0.3% of Purchase price	
			Non OEM Purchase/ SLB	
	Total Project Time [Schedule 1 , 2 & 3]	32 weeks	Widebody aircraft USD 175,000-225,000 per aircraft	
			Turboprop aircraft USD 75,000-100,000 per aircraft	

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ANNEXURE 1

TENDER : CONSULTING SERVICES ON ACQUISITION OF NEW AIRCRAFT FOR SRILANKAN AIRLINES

COMPARISON OF OFFERS RECEIVED

SKYWORKS PROPOSAL

COMPANY	SCOPE OF WORK	TIME FRAME	COSTS		SOME RECENT PROJECTS UNDERTAKEN * SKYWORKS
	Total Project Time [6 months]	24 weeks	1. Project Start Up Fee	USD 250,000	10 aircraft advisory engagements in the recent past. Customers : Advised American Airlines 260 Airbus A320-family and 365 option/purchase rights , Advised ICBC Leasing on acquisition of 42 Airbus A320- family aircraft Advised Air Pacific on purchase of 3 A330-200 Advised Vueling Airlines on new narrow body aircraft for multiple aircraft types.
			2. 75% of Work fee *@112,500 per month [Total work fee-USD 150K per month,25% credited against success fee]	USD 675,000	
			3.Success Fee - USD 175,000 per aircraft a.Total Success Fee- 6 aircraft	USD 1,050,000	
			less : 25% of Work fee ; USD 37,500 per month credited against success fee	(USD 225,000)	
			Net Success Fee for 6 aircraft	USD 825,000	
			b. Total Success Fee- 12 aircraft	USD 2,100,000	
			less : 25% of Work fee ; USD 37,500 per month credited against success fee	(USD 225,000)	
			Net Success Fee for 12 aircraft	USD 1,875,000	
			Project Cost for 6 aircraft [1+2+3a]-excl. Financing	USD 1,750,000	
			Project Cost for 12 aircraft [1+2+3b]-excl. Financing	USD 2,800,000	
			4.Financing a.Debt Financing Minimum amount [Floor]	.5% of Debt finance raised USD 100,000	
			b. SLB Financing Minimum amount [Floor]	0.5% of Purchase Price USD 100,000	
			5. Cost Savings Fee For savings through Skyworks Involvement	Not given	

* Comprehensive details of all recent projects undertaken are stated in the respective proposals.

ANNEXURE 2-SEABURY AVIATION AEROSPACE

Introduction Seabury Aviation & Aerospace

- With over 175 professionals, Seabury is the largest global advisory practise dedicated to the aviation and aerospace sectors.

- Founded in 1995, Seabury provides management consulting, investment banking and corporate reorganisation advisory services. Seabury has an unparalleled range of expertise in:
  - ✓ Fleet selection
  - ✓ Air cargo Strategy
  - ✓ Optimisation, growth and privatisation of airline support businesses (MRO, catering, ground handling etc)
  - ✓ Airline Strategy and Business planning
  - ✓ Network & Alliance optimisation
  - ✓ Sourcing debt, equity and other non –traditional sources of capital

Credentials

- Seabury has extensive recent experience leading multiple competitions with Airbus, Boeing, Embraer, Bombardier and all major engine manufacturers. In the past two years Seabury has advised Avianca/TACA, Republic Airways, Virgin America, Cathay Pacific and United Airlines on major aircraft orders and is currently involved actively engaged to support a North American and a Middle Eastern Airline with their respective new aircraft orders including the selection of a turbo prop fleet.

- Seabury is the dominant aviation turnaround and restructuring advisor and an important factor in strategic and financing activities

- Seabury is the leading consulting firm in the air cargo industry with a dedicated team and dozens of industry leaders among its client base.

- Their proprietary suite of software tools are considered the best globally for in-depth analysis and supporting rapid decision making

Seabury's Fleet Acquisition Team

- Seabury's team bring both 'buy side' and 'sell side' aircraft transaction experience involving over US$100 billion (at net prices) of new aircraft orders , including revisions ,resets and aircraft program delays.
- Seabury's unique team structure combines the experience of former industry executives with top-tier bankers and consultants dedicated solely to Aviation &Aerospace. This team includes:

- ✓ John Luth , Chairman, President& CEO (former CFO of Continental Airlines and head of fleet management

- ✓ Myles Goeller-Managing Director and head of Asia PacificConsulting
- ✓ Kenneth Raff,Executive director (former Managing Director, Fleet management &Fleet transactions American Airlines)
- ✓ David Fawkes, Managing Director (formerly Deutsche bank, Lehman Brothers, Citibank)
- ✓ David Spurlock (Managing Director (former executive at British airways in charge of strategy and fleet planning)
- ✓ Brian Davis, Senior Advisor (former executive at Boeing Company and VP, Fleet management & planning, Continental Airlines)
- ✓ Stephen Strange, Vice President (formerly Boeing Capital Corporation)

- To provide Sri Lankan with access to Seabury' steam and experience at a cost that is acceptable to Sri Lankan, the Seabury's team will perform the majority of the work offsite and ensure effective management with Sri Lankan stakeholders using a smaller onsite team presence and effective use of phone, video conferencing and e-mail interactions .The engagement and team structure will comprise the following components:

- ✓ Project &client supervision by Miles Goeller, head of Seabury Asia pacific Consulting
- ✓ Dedicated Seabury Project manager who will co-ordinate all Seabury activities
- ✓ On-going remote strategic, analytical, technical and contractual support from Seabury's fleet acquisition team and other consulting or finance resources (New York Based team)
- ✓ Regular phone or video conference interactions with Seabury senior experts at key points in the negotiationprocess, OEM negotiations and SriLankan Management or Board Decision meetings.

Delivering on SriLankan objectives

- Seabury is equipped to deliver on all of the objectives defined by SriLankan for this aircraft transaction

  - ✓ Identify the aircraft and fleet plans which offer SriLankan the long-term best economic outcome
  - ✓ Secure the most attractive net purchase price (including credits)
  - ✓ Minimize upfront cash commitments
  - ✓ Mitigate residual value risk
  - ✓ Ensure aircraft performance requirements & guarantees
  - ✓ Ensure structure/terms are optimized to facilitate a subsequent Sale & Leaseback transaction
  - ✓ Secure sale & leaseback financing to maximize purchase price and/or get minimum acceptable purchase price with lowest rents/best return conditions, and to minimize out of pocket cash burden

SEABURY

Seabury Aviation & Aerospace Asia (Hong Kong), Ltd
17/F, Somptueux Central
52-54 Wellington Street, Central
Hong Kong

September 06, 2012

SriLankan Airlines Limited (PB 67)
Airline Centre
Bandaranaike International Airport
Katunayake
Sri Lanka

Attention: Kapila Chandrasena

Re: Engagement of Seabury to provide advisory services to support SriLankan Airlines on the procurement of new widebody aircraft

With respect to certain advice and analytical services requested by SriLankan Airlines Limited (the "Company" or "SriLankan Airlines"), the following agreement (the "Agreement") sets forth the terms and conditions under which Seabury Aviation & Aerospace Asia (Hong Kong), Ltd with primary offices located at 17/F, Somptueux Central, 52-54 Wellington Street, Central, Hong Kong ("Seabury") will provide to the Company such services.

For purposes hereof, the term "*Company*" and "*SriLankan Airlines*" includes any entity that SriLankan Airlines Limited may form or invest in to consummate a restructuring. This Agreement sets forth below and in any schedules or annexes to this Agreement the terms and conditions under which Seabury shall provide the services described in Section 1 below to the Company.

Section 1. Services.

See Schedule 1

Seabury recognizes that the items outlined in Schedule 1 are based on its and the Company's understanding to date of the current situation and adjustments may be necessary once the project is started based on preliminary findings. Seabury is willing to be flexible and make adjustments to the items outlined in Schedule 1 after conferring with the Company as long as these adjustments don't increase the amount of time and resources required by Seabury to complete the project.

Section 2. Compensation.

See Schedule 1

1) ***Payment of Fees:*** All payments of fees and expenses submitted by Seabury to the Company with respect to this engagement are payable within seven (7) days of receipt of such invoice by the Company. All fees shall be paid via wire transfer as outlined in Schedule 2 (Wire instruction for All Payments).

2) ***Taxation on Services Rendered:*** All fees, expense reimbursement and other payments to be made to Seabury for Services supplied under this Agreement are to be made in cleared funds, without any deduction, set-off or counterclaim and free and clear and without deduction on account of any taxes, levies, fees and withholdings of any nature now or

SEABURY

hereafter imposed, which may be imposed by any federal, state, county or local taxing authority or other governmental authority. If the Company is compelled by law or otherwise to make any such deduction, it will pay to Seabury such additional amounts as are necessary to ensure receipt by Seabury of the full amount which Seabury would have received not for the deduction; provided, however, Seabury agrees that in such an event that Seabury shall promptly pass through to the Company any tax credit benefits it and when received by Seabury with respect to income taxes otherwise owed. The Company shall not be liable for any taxes on or measured by the net income or gross income of Seabury.

Section 3. Expenses.

The Company shall, at its cost, arrange the hotel accommodation and meals in Sri Lanka, transport between the hotel and office where services will be carried out and air tickets for Seabury personnel. The Company shall arrange air tickets in Business Class where travelling time of Seabury's personnel exceeds 4 hours. However, the expenses incurred by Seabury when the Company is unable to arrange travel for Seabury's personnel to Sri Lanka will be reimbursed on the basis of actual costs. The Company shall reimburse Seabury for telephone and videoconference costs incurred in performing the Services under this agreement, and Seabury will work with the Company to minimize these expenses. It is understood that Seabury does not anticipate any other expenses however, if the need arises the Company will reimburse Seabury for its reasonable out-of pocket expenses (if any) incurred by Seabury in connection with the services to be rendered under the Agreement. Seabury shall submit to the Company at invoices pursuant to this Section 3 which, in each case, will include adequate detail including employee name, date of expense charge, expense type and amount. Upon termination of this Agreement, the Company shall reimburse Seabury only for such reasonably incurred out-of-pocket expenses incurred or accrued prior to termination of this Agreement and pertaining only to the period prior to termination of the Agreement.

Section 4. Term.

It is anticipated that the term of work will require twelve (12) to fourteen (14) weeks from project commencement to the point of signing of LOIs, subject to the pace of OEM responses and Company approval processes. The target date for the signing of the LOIs shall be mid-December 2012.

A period of approximately 4 weeks is anticipated between the signing of the LOIs and the commencement of the finalization of the Purchase Agreement. The finalization of the Purchase Agreement with the selected OEMs is anticipated to last an additional eight (8) to twelve (12) weeks.

Should the term of the project materially exceed the estimates above, the Company and Seabury can agree by mutual agreement to an extension of this period subject to additional fees as mutually agreed between the Parties. However this Agreement is subject to an early termination by the Company under provisions of Section 5 below.

Section 5. Terminating.

Except as otherwise provided under any separate written agreement between the Parties hereto:

(i) The Company may terminate the Agreement at any time upon fifteen (15) days' prior written notice without cause (a "Termination Without Cause"); provided, however, (a) no such termination will affect Seabury's right to receive all fees as described in Section 2

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that have accrued prior to such termination but are unpaid, and expense reimbursements due and payable under this Agreement up to the date of such termination.

(iii) The Company may terminate the Agreement by written notice to Seabury without further liability or obligation whatsoever on the part of the Company if (x) at any time it determines in good faith that Seabury has materially defaulted in the performance of its obligations hereunder; and (y) the Company provides Seabury fifteen (15) business days' prior written notice of its intention to terminate the Agreement; and (z) Seabury fails to remedy any such failure to perform to the satisfaction of the Company within such period ("*Termination for Cause*").

(iii) Upon expiration of the engagement, the Company shall pay Seabury all professional fees as described above that have accrued prior to such termination but are unpaid, and expense reimbursements due and payable under this Agreement are due and payable upon completion of this Agreement.

(iv) Except for Termination for Cause, if within twelve (12) months after the expiration of this engagement the Company subsequently completes LOIs and Purchase Agreements with respect to widebody aircraft as indicated in Schedule 1, then the Company shall pay to Seabury the Transaction Success Fee set forth in Section 2 that otherwise would have been due Seabury if this Agreement had not been so terminated. So as to avoid any doubt on the meaning of this provision, the Company cannot wilfully withhold cooperation from Seabury simply to avoid paying Seabury a Transaction Success Fee, nor may the Company replace Seabury, without electing its rights to act in good faith under Section 5(iii), with another advisor to avoid paying Seabury a Transaction Success Fee.

(v) Notwithstanding any of the foregoing, Sections 3, 5, 6, 7, and 8 of this Agreement shall survive the expiration or termination of the Agreement.

Section 6.Governing Law.

This Agreement, and any claim related directly or indirectly to this Agreement, will be governed by and construed in accordance with the laws of England without regard to principles of conflicts of law. The Company irrevocably submits to the non-exclusive jurisdiction of any court of England for the purpose of any suit, action or other proceeding arising out of this letter agreement or our engagement hereunder. This Agreement, and any claim related directly or indirectly to this Agreement, will be governed by and construed in accordance with the laws of England without regard to principles of conflicts of law.

Section 7.Indemnification.

The Company and Seabury agree to indemnify each other and other parties as provided in the Annex A hereto which is incorporated by reference into this Agreement.

Section 8.Miscellaneous.

Seabury's Other Relationships. The Company acknowledges that Seabury provides financial advisory and investment banking services to a broad array of companies in the aviation and transportation sectors. The Company acknowledges that these and other relationships exist, and agree that such relationships cannot be subsequently claimed as a reason for termination of this Agreement except if Seabury breaches in any material respect any of its obligation hereunder and its fiduciary responsibility to the Company in the performance of its responsibilities

SEABURY

Please confirm our mutual understanding of this engagement by signing and returning to us the enclosed duplicate copy of this letter agreement. We are pleased that you have engaged us to act as your financial advisor and are looking forward to working with you on this assignment.

Very truly yours,

Seabury Aviation & Aerospace Asia (Hong Kong), Ltd

By: _____
Myles Goeton
Managing Director

Accepted and agreed to this 7th September 2012

SRILANKAN AIRLINES LIMITED

By: _____
Kapila Chandrasena
Chief Executive Officer

Yasantha Dissanayake - HOFM

From: Suren Ratwatte - CEO
Sent: 18 September 2017 10:11
To: Yasantha Dissanayake - HOFM
Subject: Fwd: Letter
Attachments: UL Fleet competition.pdf; ATT00001.htm

I received a written report today from Seabury.

Suren Ratwatte
CEO

Begin forwarded message:

From: "Cox, Michael B." <michael.b.cox@seaburyconsulting.com>
To: "Suren Ratwatte - CEO" <suren.ratwatte@srilankan.com>
Subject: Letter

Michael B Cox
Managing Director
Seabury Consulting/Corporate Advisory
1350 Avenue of Americas, 25th Floor
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T +1 212 284 1136
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Memorandum

TO: The Board of Directors for Sri Lankan Airlines Ltd.

RE: Procurement of New Widebody Aircraft

Seabury Aviation & Aerospace (Hong Kong) ("Seabury") was engaged by SriLankan Airlines Limited (the "Company") on 12 September. 2012 to support the Company in the procurement of new widebody aircraft to replace the retiring A340-300 and A330-200 fleets. The procurement was defined as the acquisition or leasing of thirteen (13) or more widebody aircraft. The activities in support of the Company and working with the Company's negotiation team to (i) develop tailored negotiation strategies for each OEM with the dual goals of improving existing business offers and ensuring the proposed LOIs were ready for execution, (ii) design and evolve to an end-game negotiation strategy to ensure optimal final terms and conditions from the Original Equipment Manufacturers (the "OEM"s) and (iii) support the finalisation of a purchase agreement between the selected OEMs. Analysis in support of the foregoing activities included discounted cash flow analysis comparing the offers received from Boeing for the 787 vs Airbus for the A350 Seabury was not engaged to perform an analysis of the reasonableness of the Company's overall business plan nor the analysis of the need for the number of the widebodies the Company desires

Executive summary

The Company is nearing completion of a comprehensive fleet acquisition process. The shape of its widebody fleet plan has come together as follows:

- Replacement of the Airbus A340-300 aircraft as soon as the leases expire with A330-300 aircraft, which will be either purchased from Airbus or leased from a 3rd party lessor
- Replacement of the A330-200s with either the A350-900 or Boeing B787-9 aircraft beginning in 2017
- The first three (3) A350 or B787 aircraft must be leased from 3rd party lessors, as the OEMs have delivery slot limitations due to popularity of these aircraft types. There are no new aircraft available for direct orders in the Company's desired timeframe.

- The first deliveries of A350 and B787 aircraft from the manufacturers will begin in either 2019 (Boeing) or 2020 (Airbus)

The fleet renewal selection process has included multiple rounds of bidding, including face-to-face negotiations with Airbus, Boeing and engine manufacturers in London during the week of 11 February 2013.

Meetings in London included significant concessions from Airbus totaling over $100 million, and the SriLankan team is confident that Airbus has presented the overall offer with the best outcome for our airline.

While the A350-900 features a sole-source Rolls-Royce engine, the new A330-300s will require SriLankan to make a choice between General Electric or Rolls Royce engines.

- General Electric had been significantly ahead in engine choice by other airlines in the world for the new A330-300 aircraft prior to week of 18 February
- However, Rolls-Royce has made numerous last minute concessions, including lowering maintenance pricing for the A350-900, should they be chosen for the new A330-300 – and have moved ahead of General Electric in overall pricing for both types

The Company is requesting authority to conclude the transaction with Airbus for:

1. Six (6) A330-300 aircraft, with Rolls Royce engines, delivering in 2014/2015
2. Four (4) A350-900 aircraft to deliver in 2020/2021
3. Execute lease agreements for an additional three (3) A350-900 aircraft to deliver in 2017

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Table of Contents

- Background and process
- Negotiation status update
- Head to head aircraft comparisons
- 20-year financial evaluation
- Next steps

Background

Timeline and process

The aircraft offers currently under consideration have evolved through a lengthy and detailed process of evaluation set forth below:

Major milestone	Timing
Issue requests for technical information and commercial proposals from Airbus, Boeing, GE, and Rolls-Royce	August 2012
Received and reviewed responses	October 2012
Held multiple rounds of feedback, clarifying questions and requests for additional information	October/November 2012
Received responses and updated proposals	November 2012
Solicited offers from aircraft lessors	December 2012
Issued further feedback to OEMs and requested commercial improvements	December 2012
Received revised proposals	January 2013
Conducted face-to-face negotiations with airframe OEMs	Week of 11th February 2013
Conducted fact-to-face negotiations with engine OEMs	Week of 18th February 2013
Provide recommendation to SriLankan Airlines Board of Directors and request approval of final deal	**26 February**
Agree to final deal with OEMs (planned)	**March 2013**

Expected fleet plan

The fleet will be fully renewed by 2020 by which time all existing widebody aircraft will be replaced by those acquired by this process.

The current widebody fleet consists of six A340-300 aircraft and seven A330-200 aircraft with varying ages and tenure. The leases on six A340s and one A330-200 are due to expire in 2014/15. These will be replaced by six new A330-300 aircraft purchased directly from the OEM.

Three A330-200 aircraft with leases due to expire in 2017 will be tactically extended to cover the planned delivery of seven A350-900 in the 2017-20 timeframe. At the end of this period the widebody fleet will remain at thirteen (13) aircraft.

Financial analysis: Key assumptions

In assessing each of the four fleet plans under consideration, Seabury used a number of assumptions which can have a material impact on the result.

Driver	Assumption
Discount rate	▪ 10%
Demand growth	▪ Starts at UL results for 2012 ▪ Average of 3% annual growth over the 20-year model time horizon
Lease rates	▪ Approximately 1% of purchase price for A350-900 per month ▪ Based on market rates, 787-9 rate set at $50,000 per month less than A350-900 rate
Business class configuration	▪ 24 80-inch pitch horizontal lie-flat seats on A330 and 787 ▪ 24 "diamond" horizontal lie-flat seats on A350 (wider fuselage allows better use of space)
Engines	▪ GE on A330 (superior economics to RR prior to final round concessions) ▪ RR on 787 (superior economics) ▪ RR on A350 (sole source)
Escalation rate for airframe and engines	▪ 3% for A330 and 3-3.5% for A350-900 (escalation cap provided) ▪ 3% for Boeing
Inflation rate for operating costs and revenues	▪ 3%
Fuel price	▪ $3.37 per US gallon in 2012 dollars, which escalates at 3% per year
Start date for NPV calculation	▪ 1 Jan 2013
End date	▪ 31 Dec 2032, with terminal value for owned aircraft based on straight-line depreciation over a 20year lifespan to 10% scrap value
Flying network	Based roughly on current 2013 SriLankan network Designed to capture likely shape of likely future SriLankan network (mix of destinations, stage lengths, regions) and enable comparisons of different fleet plans and OEM offers, but may not correspond exactly to the network as flown at any given point in time

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Negotiation status update

As a result of the negotiations and concessions obtained, the A350-900 has become a significantly more attractive option than it was in earlier stages of our analysis.

Major improvements during negotiations

The OEMs have made major concessions throughout the process, especially from Airbus and Rolls-Royce.

	Original offer	Latest offer
Airbus A330-330 price (Jan 2012)	RR: $116,692,681 GE: $110,585,831	RR: $101,941,097 GE: $97,985,831
Airbus A350-900 price (Jan 2012)	RR: $147,998,300	RR: $136,398,300
Airbus escalation cap	3.75%	3% through 2015; 3.5% thereafter
Boeing 787-9 price (Jan 2012)	RR: $138,807,377 GE: $138,864,882	RR: $138,005,477 GE: $138,062,964
Rolls-Royce A330-300 PBH rate	$238	$197 with additional discounts if taken with RR-powered A350s or 787s
Rolls-Royce 787-9 PBH rate	$287	$238 with additional discounts if taken with RR-powered A330s
Rolls-Royce A350-900 PBH rate	$322	$280 with additional discounts if taken with RR-powered A330s
GE A330-300 PBH rate	$169	$165
GE 787-9 PBH rate	$303	$276

Note: Original airframe prices adjusted to same specification level as in latest offer; Airbus A330 pricing is contingent upon also purchasing A350s

Summary of Airbus concessions during week of 11 February

In particular, Airbus was very aggressive during negotiations in London, offering multiple improvements to their bid:

- Reduction in net 2012 price of A350-900 by $7 million
- Reduction in net 2012 price of A330-300 by $8 million
- Reduction in A350-900 escalation cap from 3.5% to 3% through end of 2015 and 3.5% thereafter
- Reduction in A330-300 escalation cap from 3.5% to 3%
- Improvement to A330-300 PDP schedule
- Improvement to assumed escalation for calculating PDPs on both aircraft types from 3.5% to 3%
- No charge for high gross weight option on last two A330-300s (savings of $1.18 million per aircraft over previous offer)
- Increased AD protection, thus $182,000 (2013 dollars and escalating) were added to each leased and owned 787-9 at time of delivery to create an apples for apples comparison
- 6 million training credit (non-escalating) and assumed to be used at time of first leased aircraft delivery
- Escalating credit for goods and services to apply to each firm delivery;
  A330 = $600,000, A350= $100,000
- Additional credit of $2 million for purchasing a total of 4 firm A350-900s; will apply to each of 6x A330-300 and 4x A350-900 aircraft
- Offered of up to $25 million in training school and MRO development credits

Rationale for choosing A350

After an examination of all available aircraft types, the A350-900 is the best fit for SriLankan's long-term needs:

- The A350-900 offers more room for growth
  - This fleet type is favoured even more strongly over the 787-9 in the Company's high growth scenario than in the Company's base case
  - The A350-900 allows greater cargo capacity on long routes, including ample cargo capacity on all European services year-round
  - The A350-900 has a wider fuselage that allows for more flexibility in offering innovative premium cabin seats

- The A350-900 has lower cost per ASK than the 787-9
  - This is critical for competition with the large Middle Eastern carriers, which all have very low costs due to their scale

- The Company has a long history with Airbus
  - Pilot training will be simplified by continuing to operate an all-Airbus widebody fleet and Airbus expects that airlines will be able to cross-utilise pilots between the A330 and A350 (pending regulatory approval)

- Airbus has been far more engaged in the negotiation process and currently offers a better financial deal
  - Airbus has negotiated aggressively throughout, offering multiple rounds of discounts and concessions worth more than $100 million during the recent meetings in London
  - The offered A350-900 purchase price is lower than the currently offered 787-9 purchase price despite the A350 being a larger aircraft
  - The total NPV of the A330-300 / A350-900 combination is $40 million better than the A330-300 / B787-9 combination, before additional credits of more than $50 million available from Rolls-Royce if the transactions are linked together

Head to head aircraft comparisons

Aircraft Fleet Type Choices

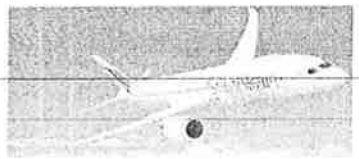
The best choices for SriLankan's transition to a next-generation widebody fleet are the Airbus A350-900 and the Boeing 787-9.

A350-900



- Expected to have 24 business class seats and 314 economy seats
- Range capability to serve all of SriLankan's current markets
- Expected to enter service in 2014 with Qatar Airways
- Earliest deliveries offered to SriLankan in 2020
- Leased aircraft availability in 2017

787-9



- Expected to have 24 business class seats and 276 economy seats
- Range capability to serve all of SriLankan's current markets
- 787 -8 entered service in 2011 with All Nippon Airways; 787 -9 expected to enter service in 2014 with Air New Zealand
- Earliest deliveries offered to SriLankan in 2019
- Leased aircraft availability in 2017

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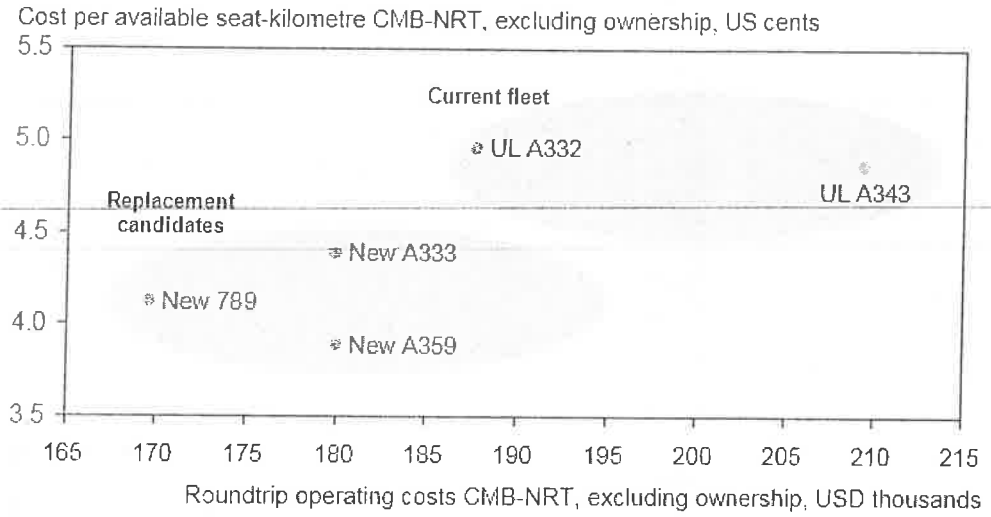
Unit cost vs. trip cost

Each of the new aircraft under consideration offer significant cost improvement from the current fleet in both trip and seat costs.



These new aircraft are envisaged to put UL's widebody fleet on a different competitive platform.

Note: All new aircraft use 24 business class seats in this example; A330 with GE engines and 787/A350 with RR engines; based on mature maintenance costs.

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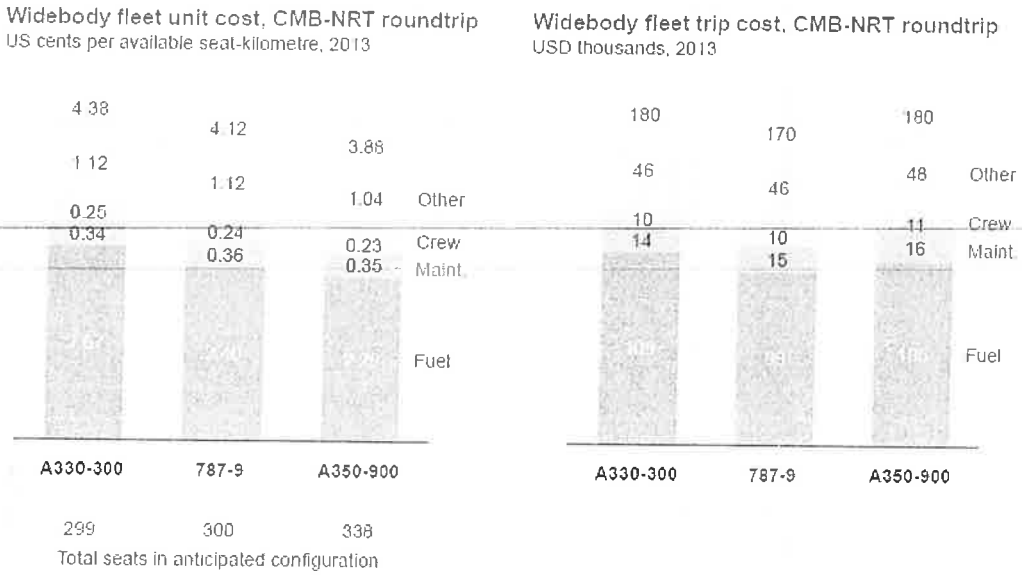
Widebody fleet costs, (*excluding ownership costs)*

The A350-900 has the lowest CASK of the aircraft under consideration, but the 787 has a lower cost per trip which is valuable if the A350's extra seats cannot be filled profitably



Note: All aircraft assume 24 business class seats; A330 assumes GE engines; 787 assumes RR engines; A350 is exclusively RR engines; unit cost and trip cost are based on mature maintenance costs.

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Aircraft Fleet type order history

The aircraft types under consideration have each had sales success and have posted significant orders over past two years.

Aircraft type	Orders since program inception	Orders 2011-2013
A330	1,192	174 38 GE; 87 RR; 2 P&W 47 not announced
A350	592	85
787	890	137

As indicated by above orders, each variant under consideration has been well accepted by the global marketplace.

Note: Excludes freighter aircraft; Annual orders exclude cancelation of older orders.

Source: OEM websites; Ascend

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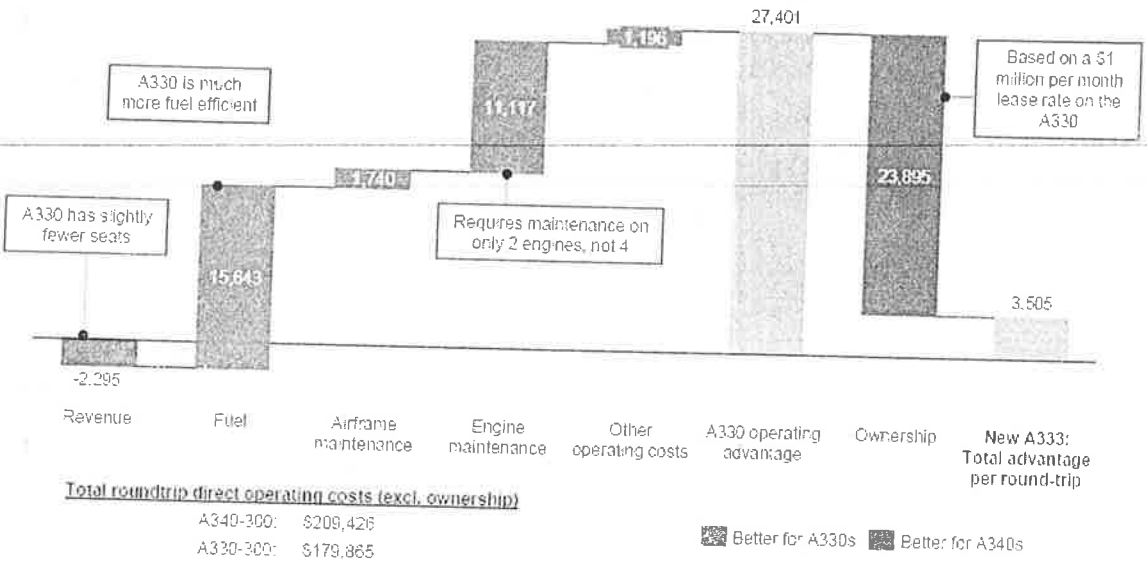
Fleet renewal benefit: A340-300 vs. new A330-300

SriLankan will experience financial improvements when replacing the current A340 fleet with new A330-300s, which offer a profit improvement even after ownership costs are included.

Route performance differences – A330-300 better/worse than the A340-300
USD, 2013 dollars per Colombo-Tokyo roundtrip



Note: A330-300 assumes 24 business class seats and GE engines.

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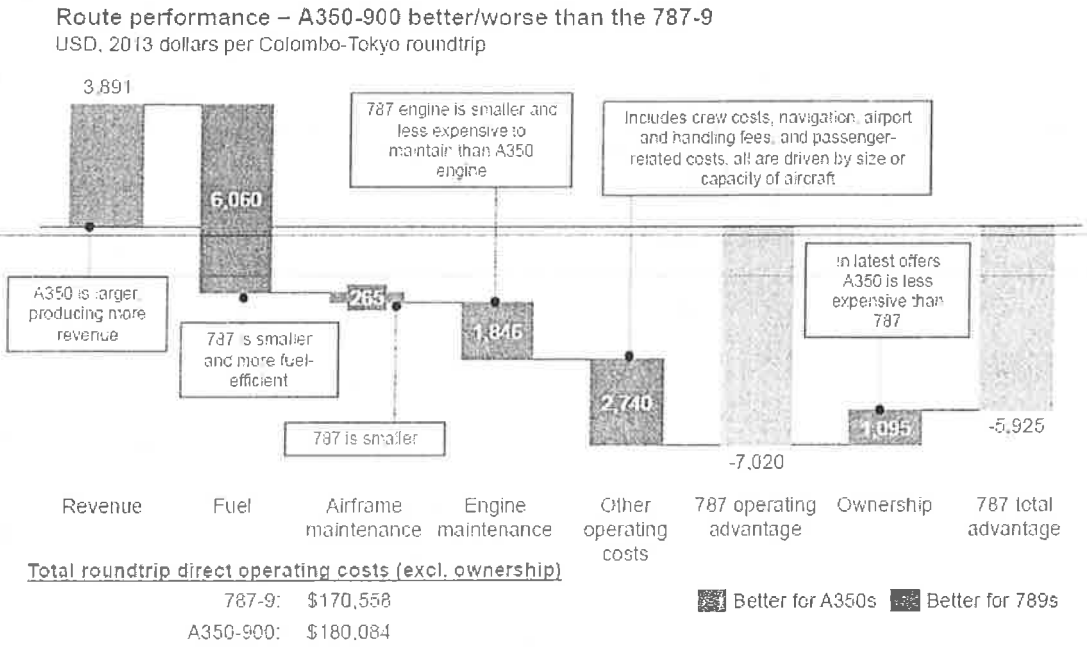
A350 vs. 787 route performance comparison: (Example: Tokyo)

On routes like Tokyo, the 787's lower operating costs outweigh its lower revenue-generating capability



Note: Both aircraft assume 24 business class seats and RR engines; ownership is based on implied lease rate from purchase price and may not reflect ownership cost differential for leased aircraft.

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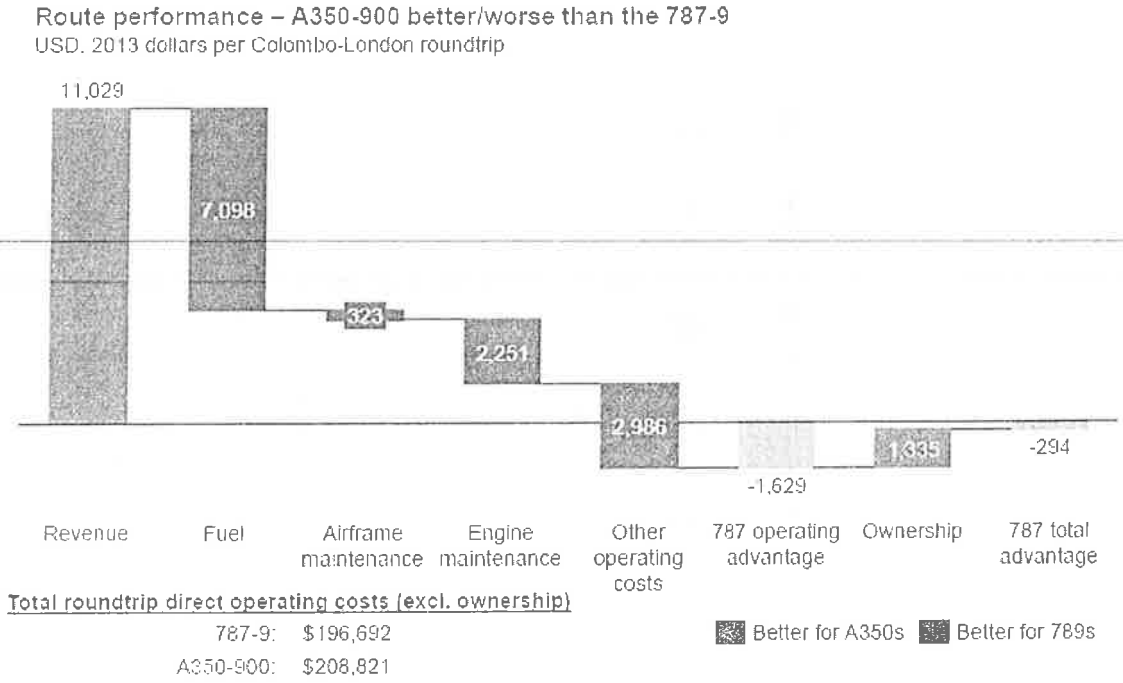
A350 vs. 787 route performance comparison (Example: London)

However, London is a much closer race between the two aircraft.



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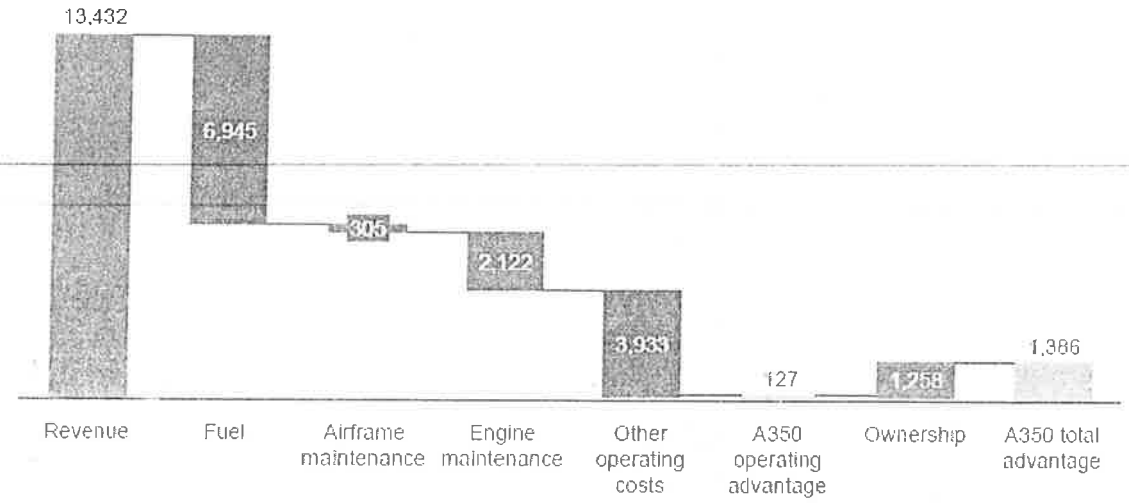
A350 vs. 787 route performance comparison: (Example: Paris)

On Paris services, the A350-900 is favoured even on an operating basis as the increase in revenue from the larger aircraft outweighs the higher operating costs.

Route performance – A350-900 better/worse than the 787-9
USD, 2013 dollars per Colombo-London roundtrip



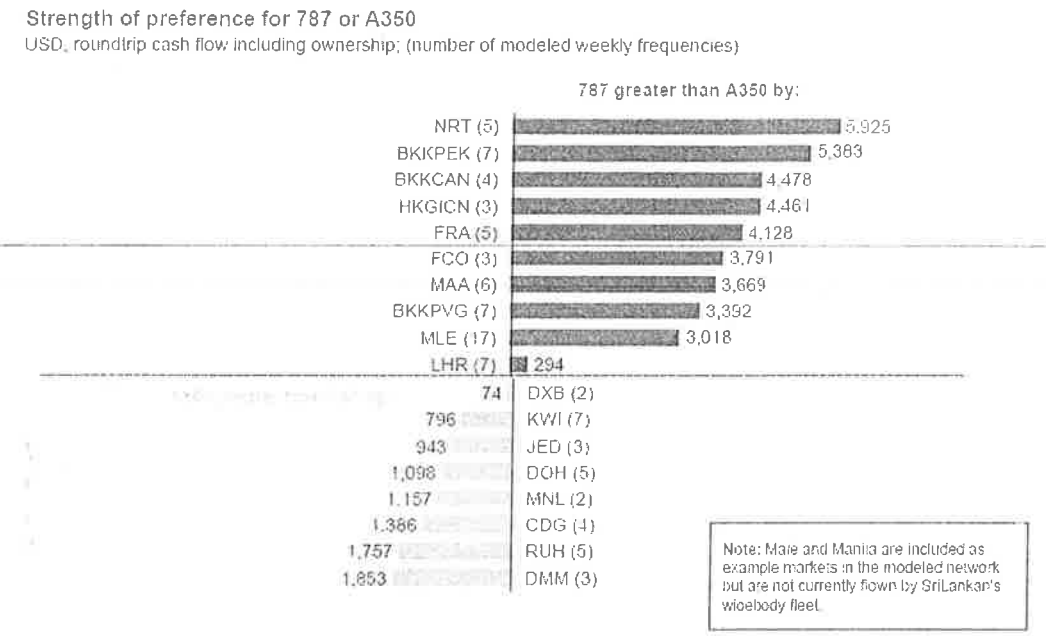
Total roundtrip direct operating costs (excl. ownership)

787-9:	$196,865
A350-900:	$209,671

Better for A350s Better for 789s

787 vs. A350: Overall route preference

Overall, there are a mix of preferences across the network.

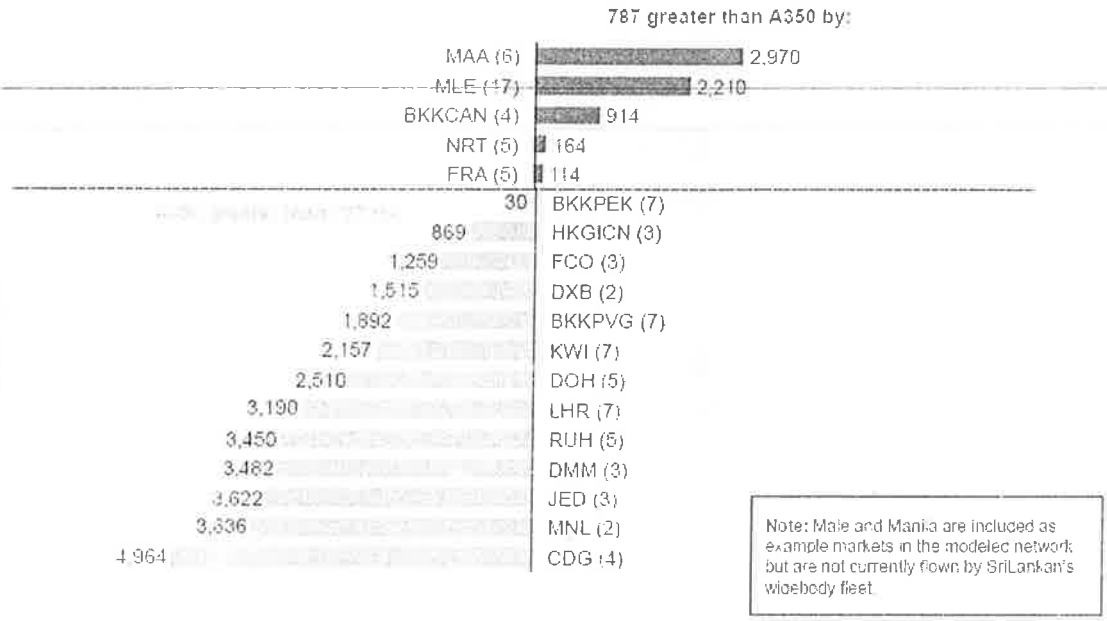


Note: Both aircraft assume 24 business class seats and RR engines; ownership is based on implied lease rate from purchase price and may not reflect ownership cost differential for leased aircraft.

Overall route preference with higher growth assumption

Aircraft preference is also strongly dependent on the growth rate assumed; increasing passenger demand growth to 5% per year (from base of 3%) strongly benefits the A350.

Strength of preference for 787 or A350 under a 5% growth assumption
USD, roundtrip cash flow including ownership; (number of modeled weekly frequencies)



Note: Both aircraft assume 24 business class seats and RR engines; ownership is based on implied lease rate from purchase price and may not reflect ownership cost differential for leased aircraft.

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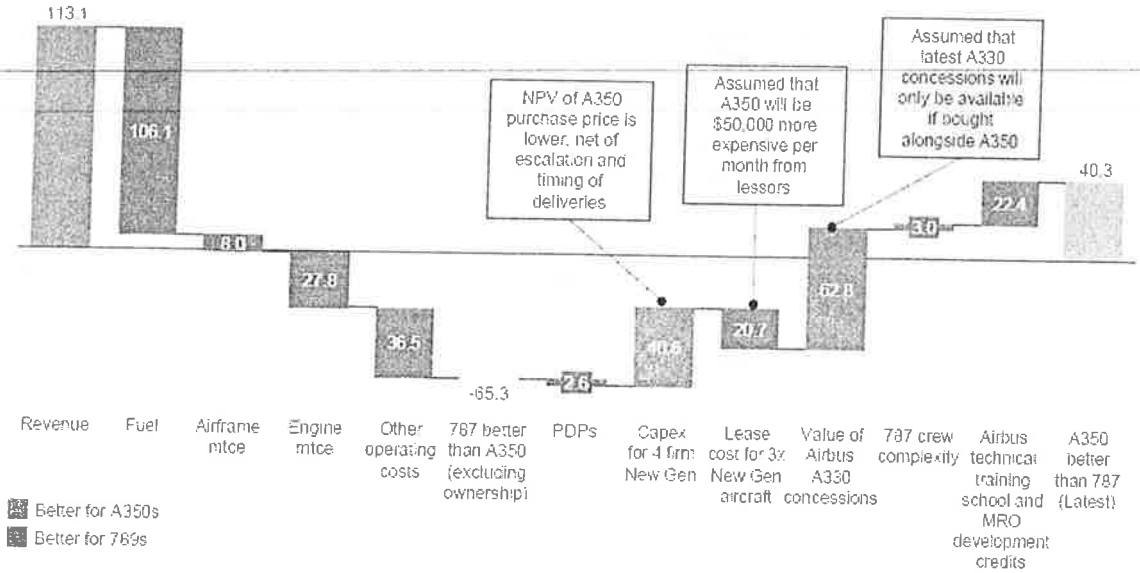
20-year financial evaluation

NPV comparison based on latest concessions

Due to significant improvements to the Airbus offer, it now offers a better total NPV than the Boeing offer.

20-year NPV differences – A350-900 case is better/(worse) than 787-9 case
USD, 2013 dollars, millions



Note: All aircraft assume 24 business class seats; A330 assumes GE engines and 787 assume RR engines; A350 is exclusively RR engines.

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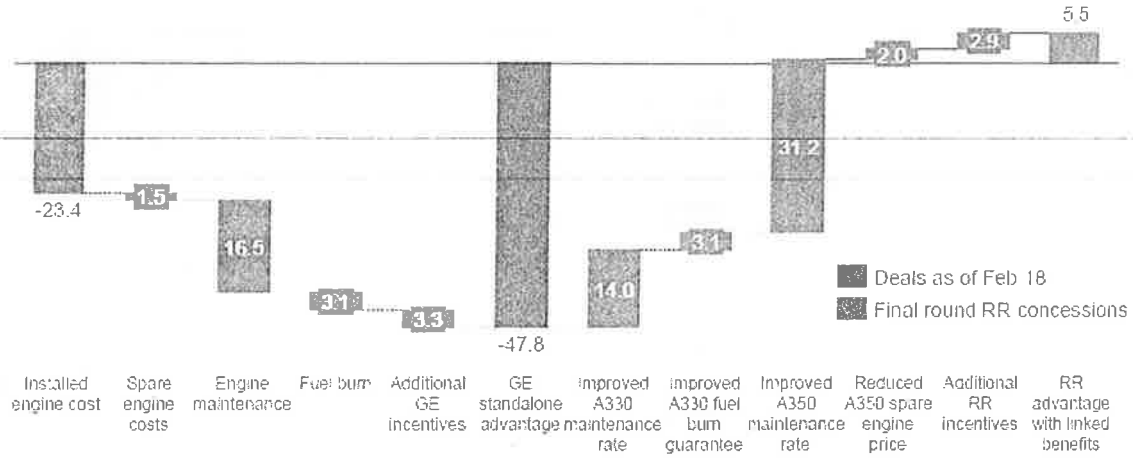
Engine selection on A330-300 (NPV across 6 aircraft)

Rolls-Royce has offered a number of additional incentives affecting both the A330-300 and A350-900 engine maintenance cost for taking A330s with RR engines.

Relative A330-300 engine-related costs, RR better than / (worse than) GE
Approximate NPV of key engine-related cost drivers for six A330-300s, 2013 USD millions



The additional benefits offered by Rolls-Royce make Trent engines a better economic choice for the A330-300.

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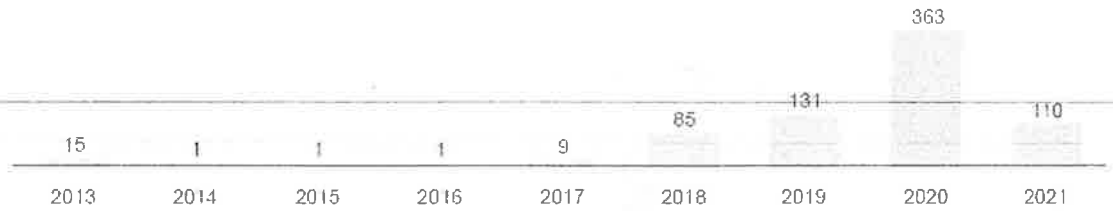
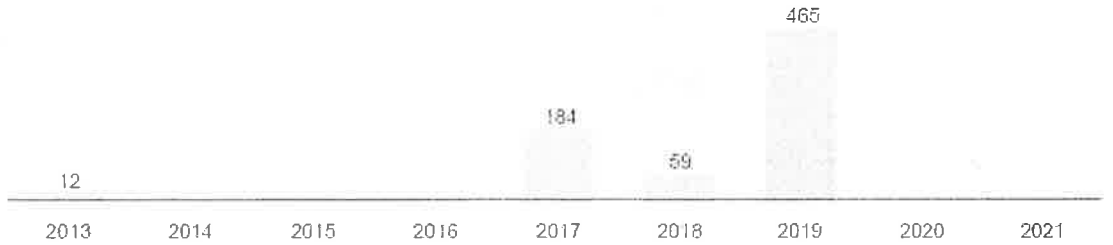
Capital requirements for next-generation aircraft

New generation aircraft purchases represent a substantial capital commitment over next decade, even for a small order.

Capital requirements for purchase of 4x A350-900 aircraft
USD millions



Capital requirements for purchase of 4x 787-9 aircraft
USD millions



Note: Assumes no financing; capital requirements include PDPs and aircraft and engine purchase price.

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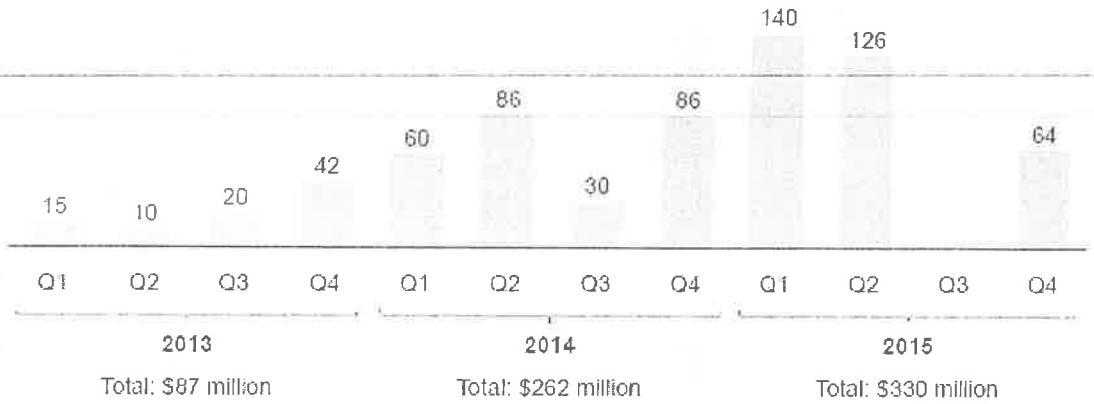
Capital requirements for A330s

In addition, if the Company opts to buy all or a portion of the necessary 6x A330s from Airbus, there will be major near-term capital requirements.

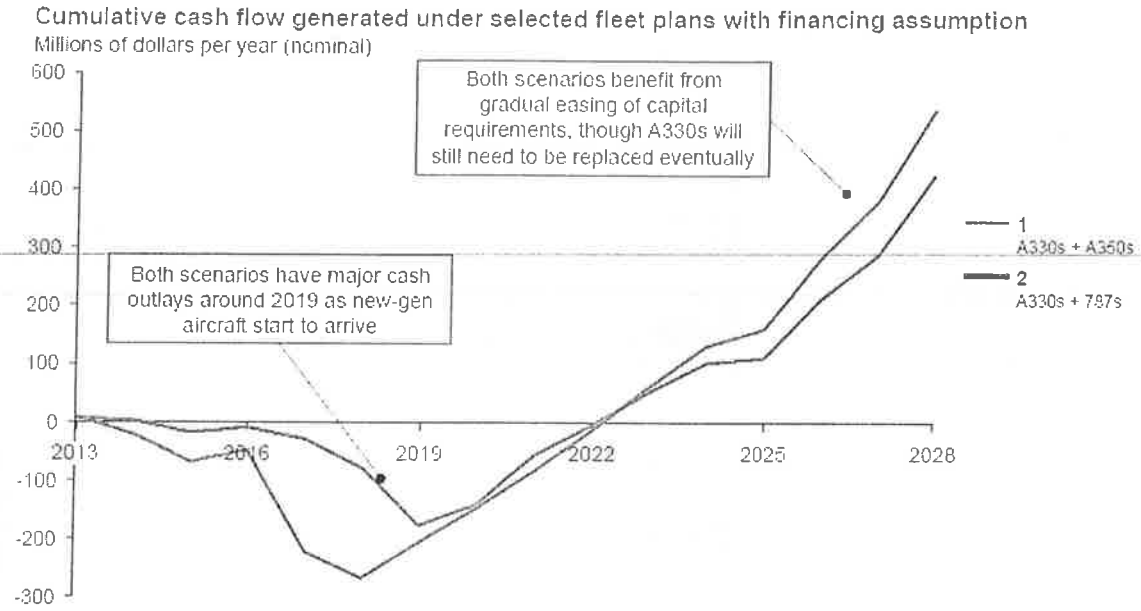
Capital requirements for 6x RR-powered A330s purchased direct from Airbus
USD millions, assuming additional Airbus credits contingent upon also purchasing A350s



Note: Assumes no financing; capital requirements include PDPs and aircraft and engine purchase price.

Selected scenarios: total cash flow

The large cash requirements for purchasing aircraft result in a major short-term cash outflow.



Note: All aircraft assume 24 business class seats; A330 in case 1 assumes RR engines; A330 in chase 2 assumes GE engines; 787 assumes RR engines; A350 is exclusively RR engines; financing assumption is 85% of total cost over 20 years at 7%.

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Next steps to finalize transaction

Once authority to pursue the transaction(s) is granted, the Company intends to sign the Memorandum of Understanding ("MOU") with Airbus within the month:

1. Receive required approvals from SriLankan board of directors and investor
2. Conduct legal review of Airbus' proposed MOU and work to incorporate any necessary changes
3. In a parallel process, begin seeking alternative aircraft financing structures, primarily sale/leaseback transactions, for A330 aircraft
4. Execute MOUs with Airbus
5. Over next several months, SriLankan will finalize lease transactions for three (3) A350-900 aircraft to deliver in 2017
6. Additionally, SriLankan will need to extend leases on three (3) current A330-200 aircraft to 2020 or beyond as appropriate

This report is respectfully submitted and we are prepared to answer any questions the Board of Directors may have.

Very truly yours,

Michael B. Cox
Vice Chairman
Seabury Aviation and Aerospace

dileema.dilrukshi@yahoo.com

Yasantha Dissanayake - HOFM

Dear Dilrukshi

Please find the requested info

Invoice Date	Invoice Num	Invoice Curr	Invoice Amount	Description
21-Sep-12	12SHK026	USD	160,000.00	RETAINER FEE FOR ADVISORY SERVICE
24-Oct-12	12SHK032	USD	120,000.00	FIXED RETAINER FEE FOR ADVISORY SERVICES TO SUPPORT PROCUREMENT OF NEW WIDEBODY AIRCRAFT
20-Nov-12	12SHK040	USD	124,817.31	FIXED RETAINER FEE FOR ADVISORY SERVICES TO SUPPORT PROCUREMENT OF NEW WIDEBODY AIRCRAFT
23-May-13	13SHK019	USD	127,527.35	FEE FOR ADVISORY SERVICES TO SUPPORT OF NEW WIDEBODY AIRCRAFT - SEP 2012
25-Jul-13	13SHK058	USD	40,000.00	FEES IN SUPPORT OF PURCHASE AGREEMENT PHASE OF SUPPORT FOR NEW WIDEBODY PROCUREMENT AS STATED IN ENGAGEMENT LETTER DATED 06 SEP 2012
5-Dec-13	13SHK099	USD	40,000.00	FEES IN SUPPORT OF PURCHASE AGREEMENT PHASE OF SUPPORT FOR NEW WIDEBODY PROCUREMENT AS STATED IN ENGAGEMENT LETTER DATED 06 SEP 2012
			612,344.66	

Rs. 93.636

Best regards

Kasun

01

PAYMENT VOUCHER

Supplier	:SEABURY AVIATION & AEROSPACE	Document Number	:261563
Address	:ASIA (HONG KONG) LIMITED	Name	:AP_BOC_CMB_USD_
	P O BOX 3546	Page No	:1 of 1
	GENERAL POST OFFICE	Date	:02-OCT-12
	HONG KONG		

Bank Name	:BANK OF CEYLON	VAT Reg Number	
Branch Name	:COLOMBO	Check Number	51426
Account Number	:2157 USD	Check Date	03-OCT-12
Account Code	:01.3000.1401.M151.00000.0000		

SVAT Reg Numbe

S.No	Inv Type	Inv Num	Inv Date	Description	Amount (USD)
	STANDARD	12SHK026()	21-SEP-12	RETAINER FEE FOR ADVISORY SERVICE	160,000.00

Invoice Accounting Details

--Type--	--Tax---	GL Date--	--Account--	--Term-	
ITEM		02-OCT-12	01.0110.7513.0000.0	Net 30	160,000.00

Net Amount Payable	160,000.00
Exchange Rate	131.25
Net Amount Payable(LKR)	21000000

Due on 5th
02/10.

Prepared By

3/10/12

Approved By

3/10

~~Seabury~~ ~~Aviation & Aerospace Asia (Hong Kong) Limited~~

Seabury Aviation & Aerospace Asia (Hong Kong) Limited
P.O. Box 3546
General Post Office
Hong Kong

Date: 9/21/2012
Invoice #: 12SHK026
Terms: Net 7
Due Date: 9/28/2012
PO #:
Currency: USD

Bill To
Kapila Chandrasena
SriLankan Airlines Limited (PB 67)
Airline Centre
Bandaranaike International Airport
Katunayake
Sri Lanka

Customer Tax ID:

Project
0835 Fleet acquisition support

Qty	Description	Rate	Amount	Tax Rate	Tax Amt	Gross Amt
1	Fixed Retainer fee for advisory services to support procurement of new widebody aircraft as stated in the engagement letter dated September 06, 2012.	160,000.00	160,000.00	0.0%	0.00	160,000.00
	Payment reference: SriLankanFleet					

Total $160,000.00

Payment details
Beneficiary: Seabury Aviation & Aerospace Asia (Hong Kong) Limited
Beneficiary bank: HSBC Bank Hong Kong
Unit 2303, 23F Causeway Bay Plaza Two
463-483 Lockhart Road
Causeway Bay
Hong Kong
SWIFT code: HSBCHKHHHKH
Account number: 809-505811-838

For questions contact:
Phone: + 31 (20) 880 4222
Fax: +31 (20) 890 8490
E-mail: amsaccounting@seaburygroup.com

SriLankan

THE MANAGER
BANK OF CEYLON
CORPORATE BRANCH
NO 4, BANK OF CEYLON MAWATHA
SWIFT : BCEYLKLX
02-OCT-12

OUR REF: 51426

DEAR SIR,

PLEASE REMIT BY TELEGRAPHIC TRANSFER AS FOLLOWS

AMOUNT: USD 160,000.00
One Hundred Sixty Thousand Us Dollars And Zero Cents Only***

PAYABLE TO: HSBC BANK HONG KONG
UNIT 2303, 23F, CAUSEWAY BAY PLAZA TWO
463-483, LOCKHART ROAD
CAUSEWAY BAY, HONG KONG

SWIFT: HSBCHKHHHKH

TO THE CREDIT OF: SEABURY AVIATION & AEROSPACE ASIA (HONG KONG) LIMITED
CLEARING BANK:

SUPPLIER A/C NO: 809-505811-838
IBAN

MESSAGE:

PLEASE DEBIT OUR A/C NO: 2157 USD UNDER ADVICE TO US

THANKING YOU

YOURS FAITHFULLY
For SRI LANKAN AIRLINES LTD.

03/10/2012

Authorised Signatories

PAYMENT VOUCHER

Supplier : SEABURY AVIATION & AEROSPACE
Address : ASIA (HONG KONG) LIMITED
P O BOX 3546
GENERAL POST OFFICE
HONG KONG

Document Number : 261933
Name : AP_BOC_CMB_USD_
Page No : 1 of 1
Date : 15-NOV-12

Bank Name : BANK OF CEYLON
Branch Name : COLOMBO
Account Number : 2157 USD
Account Code : 01.3000.1401.M151.00000.0000

VAT Reg Number
Check Number 51790
Check Date 16-NOV-12

SVAT Reg Numbe

S.No	Inv Type	Inv Num	Inv Date	Description	Amount (USD)
	STANDARD	12SHK032()	24-OCT-12	FIXED RETAINER FEE FOR ADVISORY SERVICES TO SUPPORT PROCUREMENT OF NEW WIDEBODY AIRCRAFT	120,000.00

Invoice Accounting Details

--Type--	--Tax---	GL Date--	--Account--	--Term-	
ITEM		15-NOV-12	01.0110.7513.0000.0	Net 30	120,000.00

Net Amount Payable	120,000.00
Exchange Rate	129.95
Net Amount Payable(LKR)	15594000

NO Dr/Cr/NV/Adv.

15/11

Prepared By

Approved By

15/11/2012

15/11/2012

Seabury Aviation & Aerospace Asia (Hong Kong) Limited
P.O. Box 3546
General Post Office
Hong Kong

Date: 24-Oct-2012
Invoice #: 12SHK032
Terms: Net 7
Due Date: 31-Oct-2012
PO #:
Currency: USD

Bill To
Kapila Chandrasena
SriLankan Airlines Limited (PB 67)
Airline Centre
Bandaranaike International Airport
Katunayake
Sri Lanka

Customer Tax ID:

Project
0835 Fleet acquisition support

Qty	Description	Rate	Amount	Tax Rate	Tax Amt	Gross Amt
1	Fixed Retainer fee for advisory services to support procurement of new widebody aircraft as stated in the engagement letter dated September 06, 2012. Payment reference: SriLankanFleet	120,000.00	120,000.00	0.0%	0.00	120,000.00

Total $120,000.00

Payment details
Beneficiary: Seabury Aviation & Aerospace Asia (Hong Kong) Limited
Beneficiary bank: HSBC Bank Hong Kong
Unit 2303, 23F Causeway Bay Plaza Two
463-483 Lockhart Road
Causeway Bay
Hong Kong
SWIFT code: HSBCHKHHHKH
Account number: 809-505811-838

For questions contact:
Phone: + 31 (20) 880 4222
Fax: +31 (20) 890 8490
E-mail: amsaccounting@seaburygroup.com

SriLankan

THE MANAGER
BANK OF CEYLON
CORPORATE BRANCH
NO 4,BANK OF CEYLON MAWATHA
SWIFT : BCEYLKLX
15-NOV-12

OUR REF: 51790

DEAR SIR,

PLEASE REMIT BY TELEGRAPHIC TRANSFER AS FOLLOWS

AMOUNT: USD 120,000.00
One Hundred Twenty Thousand Us Dollars And Zero Cents Only***

PAYABLE TO: HSBC BANK HONG KONG
UNIT 2303, 23F,CAUSEWAY BAY PLAZA TWO
463-483, LOCKHART ROAD
CAUSEWAY BAY, HONG KONG

SWIFT: HSBCHKHHHKH

TO THE CREDIT OF: SEABURY AVIATION & AEROSPACE ASIA (HONG KONG) LIMITED
CLEARING BANK:

SUPPLIER A/C NO: 809-505811-838
IBAN

MESSAGE:

PLEASE DEBIT OUR A/C NO: 2157 USD UNDER ADVICE TO US

THANKING YOU

YOURS FAITHFULLY
For SRI LANKAN AIRLINES LTD.

16/11/2012

Milantha Perera

Authorised Signatories

PAYMENT VOUCHER

Supplier	:SEABURY AVIATION & AEROSPACE	Document Number	:262140
Address	:ASIA (HONG KONG) LIMITED	Name	:AP_BOC_CMB_USD_
	P O BOX 3546	Page No	:1 of 1
	GENERAL POST OFFICE	Date	:12-DEC-12
	HONG KONG		

Bank Name	:BANK OF CEYLON	VAT Reg Number	
Branch Name	:COLOMBO	Check Number	51995
Account Number	:2157 USD	Check Date	12-DEC-12
Account Code	:01.3000.1401.M151.00000.0000		

S.No	Inv Type	Inv Num	Inv Date	SVAT Reg Numbe Description	Amount(USD)
	STANDARD.	12SHK040()	20-NOV-12	FIXED RETAINER FEE FOR ADVISORY SERVICES TO SUPPORT PROCUREMENT OF NEW WIDEBODY AIRCRAFT	124,817.31

Invoice Accounting Details

--Type--	--Tax---	GL Date--	--Account--	--Term-	
ITEM		12-DEC-12	01.0110.7513.0000.0	Net 30	124,817.31

Net Amount Payable	124,817.31
Exchange Rate	130.25
Net Amount Payable(LKR)	16257454.63

Prepared By

B/N

Approved By

12/12/12

12/12/2012

DUE 12/12/12

Seabury Aviation & Aerospace Asia (Hong Kong) Limited
P.O. Box 3546
General Post Office
Hong Kong

6582 Hong Kong.

34300

12/12/12

CC 0110
ACC 7513.

Date: 20-Nov-2012
Invoice #: 12SHK040
Terms: Net 7
Due Date: 27-Nov-2012
PO #:
Currency: USD

Bill To
Kapila Chandrasena
SriLankan Airlines Limited (PB 67)
Airline Centre
Bandaranaike International Airport
Katunayake
Sri Lanka

Customer Tax ID:

Project
0835 Fleet acquisition support

Qty	Description	Rate	Amount	Tax Rate	Tax Amt	Gross Amt
1	Fixed Retainer fee for advisory services to support procurement of new widebody aircraft as stated in the engagement letter dated September 06, 2012.	120,000.00	120,000.00	0.0%	0.00	120,000.00
	Payment reference: SriLankanFleet					
	Billable Expenses					
	Telephone charges		468.10	0.0%	0.00	468.10
	Miscellaneous - Tips		11.81	0.0%	0.00	11.81
	Work visa		20.00	0.0%	0.00	20.00
	Airfare		4,222.20	0.0%	0.00	4,222.20
	Taxi		95.20	0.0%	0.00	95.20
	Total Billable Expenses		4,817.31			

5427

Total $124,817.31

Payment details
Beneficiary: Seabury Aviation & Aerospace Asia (Hong Kong) Limited
Beneficiary bank: HSBC Bank Hong Kong
Unit 2303, 23F Causeway Bay Plaza Two
463-483 Lockhart Road
Causeway Bay
Hong Kong
SWIFT code: HSBCHKHHHKH
Account number: 809-505811-838

For questions contact:
Phone: + 31 (20) 880 4222
Fax: +31 (20) 890 8490
E-mail: amsaccounting@seaburygroup.com

SriLankan

THE MANAGER
BANK OF CEYLON
CORPORATE BRANCH
NO 4,BANK OF CEYLON MAWATHA
SWIFT : BCEYLKLX
12-DEC-12

OUR REF: 51995

DEAR SIR,

PLEASE REMIT BY TELEGRAPHIC TRANSFER AS FOLLOWS

AMOUNT: USD 124,817.31
One Hundred Twenty-Four Thousand Eight Hundred Seventeen Us Dollars And Thirty-One Cents Only***

PAYABLE TO: HSBC BANK HONG KONG
UNIT 2303, 23F,CAUSEWAY BAY PLAZA TWO
463-483, LOCKHART ROAD
CAUSEWAY BAY, HONG KONG

SWIFT: HSBCHKHHHKH

THE CREDIT OF:SEABURY AVIATION & AEROSPACE ASIA (HONG KONG) LIMITED
ACCOUNT NO: 809-505811-838

SUPPLIER A/C NO: 809-505811-838
IBAN

MESSAGE:

PLEASE DEBIT OUR A/C NO: 2157 USD UNDER ADVICE TO US

THANKING YOU

YOURS FAITHFULLY
For SRI LANKAN AIRLINES LTD

12/12/2012 Milantha Perera

Authorised Signatories.

PAYMENT VOUCHER

Supplier	:SEABURY AVIATION & AEROSPACE	Document Number	:260575
Address	:ASIA (HONG KONG) LIMITED	Name	:AP_BOC_CMB_USD_
	P O BOX 3546	Page No	:1 of 1
	GENERAL POST OFFICE	Date	:06-JUN-13
	HONG KONG		

Bank Name	:BANK OF CEYLON	VAT Reg Number	
Branch Name	:COLOMBO	Check Number	53471
Account Number	:2157 USD	Check Date	07-JUN-13
Account Code	:01.3000.1401.M151.00000.0000		

SVAT Reg Numbe

S.No	Inv Type	Inv Num	Inv Date	Description	Amount(USD)
1	STANDARD	13SHK019()	23-MAY-13	FEE FOR ADVISORY SERVICES TO SUPPORT OF NEW WIDEBODY AIRCRAFT - SEP 2012	127,527.35

Invoice Accounting Details

--Type--	--Tax---	GL Date--	--Account--	--Term-	
ITEM		05-JUN-13	01.0110.7513.0000.0	Net 30	127,527.35

Net Amount Payable	127,527.35
Exchange Rate	126.3
Net Amount Payable(LKR)	16106704.31

Prepared By

Approved By

06/06/2013

Seabury Aviation & Aerospace Asia (Hong Kong) Limited
P.O. Box 3546
General Post Office
Hong Kong

Date: 23-May-2013
Invoice #: 13SHK019
Terms: Net 7
Due Date: 30-May-2013
PO #:
Currency: USD

Bill To
Kapila Chandrasena
SriLankan Airlines Limited (PB 67)
Airline Centre
Bandaranaike International Airport
Katunayake
Sri Lanka

Customer Tax ID:

Project
0835 Fleet acquisition support

Qty	Description	Rate	Amount	Tax Rate	Tax Amt	Gross Amt
1	Transaction Sucess Fee for advisory services to support procurement of new widebody aircraft as stated in the engagement letter dated September 06, 2012.		120,000.00	0.0%	0.00	120,000.00
	Billable Expenses:					
1	Airfare: Ken Raff to London		6,531.00	0.0%	0.00	6,531.00
1	Lodging: Mike Lypka in Sri Lanka		399.69	0.0%	0.00	399.69
1	Transport		194.71	0.0%	0.00	194.71
1	Telephone		401.95	0.0%	0.00	401.95
	Payment reference: SriLankanFleet					

Total $127,527.35

Payment details
Beneficiary: Seabury Aviation & Aerospace Asia (HK) Limited
Beneficiary bank: HSBC Bank Hong Kong
Unit 2303, 23F Causeway Bay Plaza Two
463-483 Lockhart Road
Causeway Bay
Hong Kong
SWIFT code: HSBCHKHHHKH
Account number: 809-505811-838

For questions contact:
Phone: + 31 (20) 880 4222
Fax: +31 (20) 890 8490
E-mail: amsaccounting@seaburygroup.com

SriLankan

THE MANAGER
BANK OF CEYLON
CORPORATE BRANCH
NO 4,BANK OF CEYLON MAWATHA
SWIFT : BCEYLKLX
06-JUN-13

OUR REF: 53471

DEAR SIR,

PLEASE REMIT BY TELEGRAPHIC TRANSFER AS FOLLOWS

AMOUNT: USD 127,527.35
One Hundred Twenty-Seven Thousand Five Hundred Twenty-Seven Us Dollars And Thirty-Five Cents Only***

PAYABLE TO: HSBC BANK HONG KONG
UNIT 2303, 23F,CAUSEWAY BAY PLAZA TWO
463-483, LOCKHART ROAD
CAUSEWAY BAY, HONG KONG

SWIFT: HSBCHKHHHKH

TO THE CREDIT OF: SEABURY AVIATION & AEROSPACE ASIA (HONG KONG) LIMITED
CLEARING BANK:

SUPPLIER A/C NO: 809-505811-838
IBAN

MESSAGE:

PLEASE DEBIT OUR A/C NO: 2157 USD UNDER ADVICE TO US

THANKING YOU

YOURS FAITHFULLY
For SRILANKAN AIRLINES LTD.

07/06/2013

Authorised Signatories:

07

PAYMENT VOUCHER

Supplier	:SEABURY AVIATION & AEROSPACE	Document Number	:261039
Address	:ASIA (HONG KONG) LIMITED	Name	:AP_BOC_CMB_USD_
	P O BOX 3546	Page No	:1 of 1
	GENERAL POST OFFICE	Date	:31-JUL-13
	HONG KONG		

Bank Name	:BANK OF CEYLON	VAT Reg Number	
Branch Name	:COLOMBO	Check Number	53928
Account Number	:2157 USD	Check Date	31-JUL-13
Account Code	:01.3000.1401.M151.00000.0000		

SVAT Reg Numbe

S.No	Inv Type	Inv Num	Inv Date	Description	Amount(USD)
-	STANDARD	13SHK058()	25-JUL-13	FEES IN SUPPORT OF PURCHASE AGREEMENT PHASE OF SUPPORT FOR NEW WIDEBODY PROCUREMENT AS STATED IN ENGAGEMENT LETTER DATED 06 SEP 2012	40,000.00

----------Invoice Accounting Details--------

--Type--	--Tax---	GL Date--	--Account--	--Term-	
ITEM		29-JUL-13	01.0110.7513.0000.0	Net 30	40,000.00

Net Amount Payable	40,000.00
Exchange Rate	128.6
Net Amount Payable(LKR)	5144000

No Dr/Cr/Nr

Prepared By

B/O

Approved By

31/07

31/07/2013

Seabury Aviation & Aerospace Asia (Hong Kong) Limited
Suite 1701, 17/F
Somptueux Central
52-54 Wellington Street
Hong Kong

Date: 25-Jul-2013
Invoice #: 13SHK058
Terms: Net 7
Due Date: 1-Aug-2013
PO #:
Currency: USD

Bill To
Kapila Chandrasena
SriLankan Airlines Limited (PB 67)
Airline Centre
Bandaranaike International Airport
Katunayake
Sri Lanka

Customer Tax ID:

Project
0835 Fleet acquisition support

Qty	Description	Rate	Amount	Tax Rate	Tax Amt	Gross Amt
1	Fees in support of Purchase Agreement phase of support for new widebody procurement, as stated in engagement letter dated 06 September, 2012.		40,000.00	0.0%	0.00	40,000.00
	Payment reference: SriLankanFleet					

RECEIVED
11 2013
CTION
SRILANKAN AIRLINES LTD

Total $40,000.00

Payment details
Beneficiary: Seabury Aviation & Aerospace Asia (HK) Limited
Beneficiary bank: HSBC Bank Hong Kong
Unit 2303, 23F Causeway Bay Plaza Two
463-483 Lockhart Road
Causeway Bay
Hong Kong
SWIFT code: HSBCHKHHHKH
Account number: 809-505811-838

For questions contact:
Phone: + 31 (20) 880 4222
Fax: +31 (20) 890 8490
E-mail: amsaccounting@seaburygroup.com

SriLankan

THE MANAGER
BANK OF CEYLON
CORPORATE BRANCH
NO 4, BANK OF CEYLON MAWATHA
SWIFT : BCEYLKLX
31-JUL-13

OUR REF: 53928

DEAR SIR,

PLEASE REMIT BY TELEGRAPHIC TRANSFER AS FOLLOWS

AMOUNT: USD 40,000.00
Forty Thousand Us Dollars And Zero Cents Only***

PAYABLE TO: HSBC BANK HONG KONG
UNIT 2303, 23F, CAUSEWAY BAY PLAZA TWO
463-483, LOCKHART ROAD
CAUSEWAY BAY, HONG KONG

SWIFT: HSBCHKHHHKH

TO THE CREDIT OF: SEABURY AVIATION & AEROSPACE ASIA (HONG KONG) LIMITED
CLEARING BANK:

SUPPLIER A/C NO: 809-505811-838
IBAN

MESSAGE: FEES OF SUPPORT OF PURCHASE AGREEMENT PHASE OF SUPPORT FOR WIDE BODY PROCUREMENT.

PLEASE DEBIT OUR A/C NO: 2157 USD UNDER ADVICE TO US

THANKING YOU

YOURS FAITHFULLY
For SRILANKAN AIRLINES LTD.

01/08/2013

Authorised Signatories.

SriLankan Airlines Limited
Airline Centre • Bandaranaike International Airport • Katunayake • Sri Lanka
Tel: +94 (0)19733 5555 • Fax: +94 (0)19733 5122 • Website: www.srilankan.com
Company Reg PB 67

PAYMENT VOUCHER

Supplier :SEABURY AVIATION & AEROSPACE
Address :ASIA (HONG KONG) LIMITED
P O BOX 3546
GENERAL POST OFFICE
HONG KONG

Document Number :260144
Name :AP_BOC-CMB_USD_
Page No :1 of 1
Date :11-APR-14

Bank Name :BANK OF CEYLON
Branch Name :COLOMBO
Account Number:2157 USD
Account Code :01.3000.1401.M151.00000.0000

VAT Reg Number
Check Number 56192
Check Date 11-APR-14

SVAT Reg Numbe

S.No	Inv Type	Inv Num	Inv Date	Description	Amount(USD)
	STANDARD	13SHK099()	05-DEC-13	FEES IN SUPPORT OF PURCHASE AGREEMENT PHASE OF SUPPORT FOR NEW WIDEBODY PROCUREMENT AS STATED IN ENGAGEMENT LETTER DATED 06 SEP 2012	40,000.00

Invoice Accounting Details

--Type--	--Tax---	GL Date--	--Account--	--Term-	
ITEM		01-APR-14	01.3000.2252.Y018.X	Net 30	40,000.00
ITEM		01-APR-14	01.0110.7513.0000.0	Net 30	0.00

Net Amount Payable	40,000.00
Exchange Rate	130.5
Net Amount Payable(LKR)	5220000

Prepared By

Approved By

Seabury Aviation & Aerospace Asia (Hong Kong) Limited
Suite 1701, 17/F
Somptueux Central
52-54 Wellington Street
Hong Kong

Date: 5-Dec-2013
Invoice #: 13SHK099
Terms: Net 7
Due Date: 12-Dec-2013
PO #:
Currency: USD

Bill To
Kapila Chandrasena
SriLankan Airlines Limited (PB 67)
Airline Centre
Bandaranaike International Airport
Katunayake
Sri Lanka

Customer Tax ID:

Project
0835 Fleet acquisition support

Qty	Description	Rate	Amount	Tax Rate	Tax Amt	Gross Amt
1	Fees in support of Purchase Agreement phase of support for new widebody procurement, as stated in engagement letter dated 06 September, 2012. Payment reference: SriLankanFleet		40,000.00	0.0%	0.00	40,000.00

RECEIVED
31 MAR 2014
PAYMENT SECTION
SRILANKAN AIRLINES LTD

2014
BY CHEQUE
P. V. No:

Total $40,000.00

Payment details
Beneficiary: Seabury Aviation & Aerospace Asia (HK) Limited
Beneficiary bank: HSBC Bank Hong Kong
Unit 2303, 23F Causeway Bay Plaza Two
463-483 Lockhart Road
Causeway Bay
Hong Kong
SWIFT code: HSBCHKHHHKH
Account number: 809-505811-838

For questions contact:
Phone: + 31 (20) 880 4222
Fax: +31 (20) 890 8490
E-mail: amsaccounting@seaburygroup.com

SriLankan

Page intentionally left blank

THE MANAGER
BANK OF CEYLON
CORPORATE BRANCH
NO 4, BANK OF CEYLON MAWATHA
SWIFT : BCEYLKLX
11-APR-14

OUR REF: 56192

DEAR SIR,

PLEASE REMIT BY TELEGRAPHIC TRANSFER AS FOLLOWS

AMOUNT: USD 40,000.00
Forty Thousand Us Dollars And Zero Cents Only***

PAYABLE TO: HSBC BANK HONG KONG
UNIT 2303, 23F, CAUSEWAY BAY PLAZA TWO
463-483, LOCKHART ROAD
CAUSEWAY BAY, HONG KONG

SWIFT: HSBCHKHHHKH

TO THE CREDIT OF: SEABURY AVIATION & AEROSPACE ASIA (HONG KONG) LIMITED
CLEARING
BANK:

SUPPLIER A/C NO: 809-505811-838
IBAN

MESSAGE: FEES IN SUPPORT OF PURCHASE AGREEMENT

PLEASE DEBIT OUR A/C NO: 2157 USD UNDER ADVICE TO US

THANKING YOU

YOURS FAITHFULLY
For SRILANKAN AIRLINES LTD.

11/04/2014

Authorised Signatories

CERTIFIED COPY
COMPANY SECRETARY
SRILANKAN AIRLINES LIMITED
DATE 31/10/2016

MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF SRILANKAN AIRLINES LTD HELD ON 11th JUNE 2013 AT 3.00 P.M. IN THE BOARD ROOM OF SRILANKAN AIRLINES LIMITED

Present:

Mr Nishantha Wickremasinghe	-	Chairman
Mr Kapila Chandrasena	-	Director/CEO
Mr Nihal Jayamanne PC	-	Director
Mr Shameendra Rajapaksa	-	Director
Mr Manilal Fernando	-	Director
Mrs. Lakshmi Sangakkara	-	Director
Mr Susantha Ratnayake	-	Director
Mrs. Mildred Peries	-	Company Secretary

By Invitation:

Mrs Manique Gunasekera	-	Chief Strategy Officer
Mr Yasantha Dissanayake	-	Head of Finance

Excused:

Mr Sanath Ukwatte	-	Director

QUOTE"

13/08/04 **Advisory Services & Arrangers for the Sale & Lease Back & Pre-delivery payment (PDP) Financing of six A 330-300 Aircraft**

Board paper ref FIN/2013/05/55 titled 'Advisory Services & Arrangers for the Sale & Lease Back & Pre- delivery payment (PDP) Financing of six A 330-300 Aircraft' together with Annex 1 and dated 03 June 2013 from the Head of Finance was discussed.

The Board approved the recommendation made to appoint Seabury Advisors LLC as exclusive advisors and arrangers for the Company for the Sale & Lease Back and PDP financing of 6 A 330-300 aircraft at a retainer fee of USD 35,000 and success fee of USD 500,000."UNQUOTE

TABLED
Secretary
11/06/2013

BOARD PAPER **FIN/2013/ 05/55**

Advisory Services and Arrangers for the Sale and Leaseback and Pre-delivery Payment (PDP) financing of six A330-300 Aircraft

Purpose
To seek the approval of the Board to engage the services of Seabury Advisors LLC for the proposed sale and leaseback (SLB) and PDP payment financing of 06 new A330 -300 aircraft.

Background
Reference is made to Board Paper FIN/2012/01/04 dated 11 January 2012 titled 'Consultancy Services for the Aircraft Re-fleeting Program'. Board approval was obtained for the engagement of Seabury Advisors LLC for aircraft evaluation, selection and negotiation of contract terms with manufacturers of aircraft and engines. Approval was also requested for the financing phase which was not approved by the board at that time. Approval is now sought to engage Seabury's services as advisors and arrangers in relation to the SLB and PDP financing since SLA has signed the MOU with Airbus for the acquisition of 6 x A330-300 aircraft which requires substantial PDP payments.

Current Position
The signing of the MOU entails the drafting of the Purchase Agreement for the aircraft, which should be concluded within one month. Once the Purchase Agreement is signed, we need to make Predelivery payments especially in relation to the 6 x A330 aircraft as delivery is scheduled to commence in October 2014, with the final two deliveries scheduled for the second half of 2015. The total PDP payments for the A330 aircraft scheduled for the 2013/14 financial year is USD 68.25 million. SLA has commenced negotiations with two of the present lessors and one lessor is agreeable to finance PDPs. However, the process of finding lessors who are willing to fund a substantial portion of the PDP is a difficult process and it is essential that we explore all options and gain access to as many lessors as possible. Bank financing of PDP's are rarely available at present. It is therefore imperative that we engage the services of a consultant to be in a position to derive maximum PDP financing and at the same time make an informed decision regarding the terms of the lease. Since we have been highly satisfied with the services rendered to date and also considering the limited time factor, Seabury was called upon to submit a revised offer for the advisory services and arrangement of SLB and PDP financing.

Terms of Engagement
In terms of the engagement letter provided by Seabury LLC, the comprehensive list of services offered is given in Annexure 1.

The negotiated fee payable is as follows:
Non-refundable retention fee of USD 35,000
Success fee totalling USD 500,000 for six aircraft, payable upon the execution of the Agreements with lessors as follows:

Aircraft #1	USD 125,000
Aircraft #2	USD 105,000
Aircraft #3	USD 90,000
Aircraft #4	USD 75,000
Aircraft #5	USD 60,000
Aircraft #6	USD 45,000

As set out in the said engagement letter, Seabury shall be mandated as the exclusive advisor for the financing of all the Aircraft. In the event that the Company negotiates and executes a lease agreement directly with a Lessor, Seabury shall not provide the Services for the Aircraft subject to such lease agreement but 70% of the relevant Success Fees will still be payable to them.
The Board Paper ref FIN/2012/01/04, Seabury had quoted a fee between USD 175,000 and USD 225,000 per aircraft for acquisition through a Lessor. Therefore the present negotiated terms are 50% to 60% less from what was quoted in 2012. The other shortlisted party in 2012 had quoted a fee on excess of USD 500,000 per aircraft cannot be considered as competitive.

Recommendation
Based on the above, we recommend that Seabury Advisors LLC be appointed as exclusive Advisors and Arrangers for SLA in relation to the Sale and leaseback and PDP financing of 06 new A330-300 aircraft. Fees payable will be USD 35,000 as a retainer and USD 500,000 success fee.

Kapila Chandrasena
Chief Executive Officer

Yasantha Dissanayake
Head of Finance

3 June 2013

ANNEXURE 1

Seabury shall serve as the Company's exclusive advisor (and SriLankan will represent this to the market) with respect to the Transaction by providing the services set forth below (the "Services"), in each case with the Company's approval.

- Develop a marketing plan to approach all logical potential lessors and jointly with the Company prepare an offeree list
- Review and update the Company's credit presentation
- Develop early intelligence on market receptivity
- Prepare a detailed Request for Proposals ("RFP") containing information on the transaction, the Aircraft and its specifications, the Company's credit and business plan and a detailed offering Letter of Intent
- Coordinate and manage the RFP distribution and response process
- Arrange and accompany the Company to meetings with lessor prospects
- Assist in organizing and conducting financier due diligence and responding to information requests with the Company's assistance
- Assist in evaluating the terms and conditions and economics of proposals
- Provide structuring, economic and analytical support in evaluating financing offers
- Assist in negotiating a detailed Letter of Intent for the lease and, if feasible, lessor-provided pre-delivery deposit financing
- Assist in negotiating transaction documents for the financing in conjunction with the Company and its internal and/or outside counsel and manage the closing process
- Provide any other financing-related services as reasonably requested by the Company

SEABURY

Seabury Advisors LLC
1350 Avenue of Americas, 25th Floor
New York, NY 10019
T +1 212 284 1133
F +1 212 284 1144
E info@seaburygroup.com
W www.seaburygroup.com

June 26, 2013

SriLankan Airlines Limited (PB 67)
Airline Centre
Bandaranaike International Airport
Katunayake
Sri Lanka

Attention: Mr. Kapila Chandrasena

Re: Engagement of Seabury to provide advisory services with respect to the sale-leaseback and PDP financing of six A330-300 aircraft

This letter agreement (the "*Agreement*") sets forth the terms on which advisory services will be provided to SriLankan Airlines (the "*Company*") by Seabury Advisors LLC ("*Seabury*") relating to the arrangement of sale-leaseback financing of six Airbus A330-300 aircraft (the "*Aircraft*") scheduled to commence delivery in 2014 (the "*Transaction*"). For purposes hereof, the term "*Company*" and *"SriLankan Airlines"* includes any entity that SriLankan Airlines Limited may form or invest in to consummate a restructuring.

Section 1. Services.

Seabury shall serve as the Company's exclusive advisor (and SriLankan will represent this to the market) with respect to the Transaction by providing the services set forth in Schedule 1 (the "*Services*"), in each case with the Company's approval.

Section 2. Compensation.

In connection with providing the Services outlined in Section 1, the Company agrees to pay Seabury the fees set forth in Schedule 2 (the "*Compensation*").

1) ***Payment of Fees:*** All payments of fees and expenses submitted by Seabury to the Company with respect to this engagement are payable within seven (7) days of receipt of such invoice by the Company. All fees shall be paid via wire transfer as outlined in Schedule 3 (Wire Instructions for All Payments).

2) ***Taxation on Services Rendered:*** All fees, expense reimbursement and other payments to be made to Seabury for Services supplied under this Agreement are to be made in cleared funds, without any deduction, set-off or counterclaim and free and clear and without deduction on account of any taxes, levies, fees and withholdings of any nature now or hereafter imposed, which may be imposed by any federal, state, county or local taxing authority or other governmental authority. If the Company is compelled by law or otherwise to make any such deduction, it will pay to Seabury such additional amounts as are necessary to ensure receipt by Seabury of

the full amount which Seabury would have received but for the deduction; provided, however, Seabury agrees that in such an event that Seabury shall promptly pass through to the Company any tax credit benefits if and when received by Seabury with respect to income taxes otherwise owed. The Company shall not be liable for any taxes on or measured by the net income or gross income of Seabury.

Section 3. Expenses.

The Company will reimburse Seabury promptly upon receipt of invoices for its reasonable and duly documented out-of-pocket expenses incurred in connection with the Services (the "Expenses"); provided, however that all such Expenses exceeding $500 shall be pre-approved by the Company. Seabury personnel shall be reimbursed for coach class travel (or its equivalent) for any travel on flights up to four hours and business class travel for any flights in excess of four hours. Travel shall be on SriLankan Airlines (in business class) whenever feasible.

The Company shall be entitled to review and/or audit Seabury's records of such Expenses during normal business hours. Upon termination of this Agreement, the Company shall reimburse Seabury only for Expenses incurred or accrued prior to termination. Seabury shall submit to the Company invoices which will include adequate detail including employee name, date of expense charge, expense type and amount.

All payments of Compensation and Expenses submitted by Seabury to the Company with respect to this engagement are payable by wire transfer in accordance with the instructions set forth on Schedule 3.

Section 4.Termination.

Except as otherwise provided under any separate written agreement between the Parties herein:

(i) The Company may terminate the Agreement at any time upon fifteen (15) days' prior written notice without cause (a "*Termination Without Cause*"); provided, however, (a) no such termination will affect Seabury's right to receive all fees as described in Section 2 that have accrued prior to such termination but are unpaid, and expense reimbursements due and payable under this Agreement up to the date of such termination.

(ii) The Company may terminate the Agreement by written notice to Seabury without further liability or obligation whatsoever on the part of the Company if (x) at any time it determines in good faith that Seabury has materially defaulted in the performance of its obligations hereunder; and (y) the Company provides Seabury fifteen (15) business days' prior written notice of its intention to terminate the Agreement; and (z) Seabury fails to remedy any such failure to perform to the satisfaction of the Company within such period ("*Termination for Cause*").

(iii) Upon expiration of the engagement, the Company shall pay Seabury all professional fees as described above that have accrued prior to such termination

but are unpaid, and expense reimbursements due and payable under this Agreement are due and payable upon completion of this Agreement.

(iv) Should the Company enter into any sale-leaseback transaction for the aircraft within the scope of this Agreement within eighteen (18) months from the date of a Termination without Cause under clause (i) above, the Company shall pay to Seabury the Compensation specified in Schedule 1 hereof that would have been otherwise due to Seabury if this Agreement had not been so terminated.

(v) Notwithstanding any of the foregoing, Sections 3, 5, 6, 7, and 8 of this Agreement shall survive the expiration or termination of the Agreement.

Section 5. Governing Law.

This Agreement, and any claim related directly or indirectly to this Agreement, will be governed by and construed in accordance with the laws of England without regard to principles of conflicts of law. The Company irrevocably submits to the non-exclusive jurisdiction of any court of England for the purpose of any suit, action or other proceeding arising out of this letter agreement or our engagement hereunder. This Agreement, and any claim related directly or indirectly to this Agreement, will be governed by and construed in accordance with the laws of England without regard to principles of conflicts of law.

Section 6. Indemnification.

The Company and Seabury agree to indemnify each other and other parties as provided in the Annex A hereto which is incorporated by reference into this Agreement.

Section 7. Miscellaneous.

Seabury's Other Relationships. The Company acknowledges that Seabury provides financial advisory and investment banking services to a broad array of companies in the aviation and transportation sectors. The Company acknowledges that these and other relationships exist, and agree that such relationships cannot be subsequently claimed as a reason for termination of this Agreement except if Seabury breaches in any material respect any of its obligation hereunder and its fiduciary responsibility to the Company in the performance of its responsibilities hereunder. Additionally, the Company accepts that Seabury is bound by confidentiality and fiduciary obligations to other clients and has specifically advised the Company that Seabury is obligated not to use any confidential non-public information obtained from such other engagements to advise the Company.

Seabury's Obligations. All services to be performed by Seabury hereunder shall be performed in good faith and with at least that level of care and due diligence as customarily exercised by other international financial advisors and international consultants similarly employed or engaged in providing similar services to the aviation market. All information respecting this transaction provided to Seabury by the Company, or acquired by Seabury in the course of its engagement hereunder, shall be kept as strictly confidential by Seabury and used solely to provide services to the Company

hereunder. No such information shall be disclosed to any third party without the Company's prior written consent unless, at the time of such disclosure, such information (i) is generally available to and known by the public (other than as a result as a result of disclosure directly or indirectly by Seabury); (ii) becomes available to Seabury on a non-confidential basis from a source other than the Company (provided such source is not known to be bound by a confidentiality agreement or relationship with the Company); or (iii) is otherwise required to be disclosed by law (including by subpoena, civil investigative demand or similar process), in which event Seabury shall give prompt notice to the Company before disclosure and cooperate in good faith to permit the Company to seek a protective order or other appropriate remedy.

Company's Obligations. The Company agrees that materials prepared by Seabury for its use are for the exclusive use of the Company. The Company agrees that Seabury's work product cannot be shared with other parties without advance written consent of Seabury. Additionally, the Company agrees to keep the terms and conditions of this Agreement strictly confidential and shall not release such information without first obtaining Seabury's written consent.

Relationship: Nothing in this Agreement shall be construed to create any partnership or joint venture between the Company and Seabury pursuant to this Agreement.

Waiver: The rights and remedies of a Party to this Agreement for breach of any conditions or obligations undertaken by the other Party under this Agreement shall not be deemed to be waived by reason of any indulgence or forbearance of the former Party.

Severability: If any provision of this Agreement should become or be adjudged invalid or unenforceable for any reason whatsoever, such invalidity or unenforceability shall not affect any other part of this Agreement and all other provisions shall remain valid and in full force and effect.

Section 8. *Execution.*

This Agreement may not be amended or modified except in writing signed by the Company and Seabury and may be executed in two or more counterparts, each of will be deemed to be an original, but all of which will constitute one and the same agreement. All rights, liabilities and obligations hereunder will be binding upon and inure to the benefit of the Company, Seabury and their respective successors and assigns.

SEABURY

Please confirm our mutual understanding of this engagement by signing and returning to us the enclosed duplicate copy of this letter agreement. We are pleased that you have engaged us to act as your financial advisor and are looking forward to working with you on this assignment.

Very truly yours,

SEABURY ADVISORS LLC

By: _____

Michael Lypka

Accepted and agreed to this 28 June 2013

SRILANKAN AIRLINES LIMITED

By: _____

Kapila Chandrasena

SEABURY

Schedule 1
Services

- Develop a marketing plan to approach all logical potential lessors and jointly with the Company prepare an offeree list
- Review and update the Company's credit presentation
- Develop early intelligence on market receptivity
- Prepare a detailed Request for Proposals ("*RFP*") containing information on the transaction, the Aircraft and its specifications, the Company's credit and business plan and a detailed offering Letter of Intent
- Coordinate and manage the RFP distribution and response process
- Arrange and accompany the Company to meetings with lessor prospects
- Assist in organizing and conducting financier due diligence and responding to information requests with the Company's assistance
- Assist in evaluating the terms and conditions and economics of proposals
- Provide structuring, economic and analytical support in evaluating financing offers
- Assist in negotiating a detailed Letter of Intent for the lease and, if feasible, lessor-provided pre-delivery deposit financing
- Assist in negotiations and documentation with Airbus regarding assignment of the Purchase Agreement to Lessors
- Assist in negotiating transaction documents for the financing in conjunction with the Company and its internal and/or outside counsel and manage the closing process
- Provide any other financing-related services as reasonably requested by the Company

For the avoidance of doubt, the Services do not include the sourcing and arrangement of pre-delivery deposit financing from commercial banks or sources other than the lessor undertaking the sale-leaseback financing. However, it is recognized that inclusion of a PDP facility in the sale-leaseback structure is a primary objective of the Company.

SEABURY

Schedule 2
Compensation

a) Retainer:
A retainer of US$35,000 shall be payable upon the execution of this Agreement

b) Success Fee payable upon execution of a lease agreement for any Aircraft

Executed lease in respect of	
Aircraft #1	$125,000
Aircraft #2	$105,000
Aircraft #3	$90,000
Aircraft #4	$75,000
Aircraft #5	$60,000
Aircraft #6	$45,000

c) Other
Should the Company request that Seabury provide the Services in respect of the financing or sourcing of any A350 aircraft, the parties shall agree on compensation for such Services on a reasonable basis.

Seabury shall be mandated as the exclusive advisor for the financing of all the Aircraft and there shall be no carveouts for any lessor; provided that if the Company negotiates and executes a lease agreement with [Lessor], Seabury shall not provide the Services for the Aircraft subject to such lease agreement but (i) 70% of the relevant Success Fees will still be payable; and (ii) 50% of the Retainer (i.e, US$17,500) shall be refundable to the Company. Such discounted fee arrangement shall only apply to [Lessor].

If a transaction is not executed with [Lessor], 50% of the Retainer (i.e, US$17,500) shall be refundable to the Company at the time the Success Fee is due in respect of Aircraft #6.

SEABURY

Schedule 3
Wire Instructions for All Payments

All payments are to be made by wire transfer to:

Seabury Advisors LLC
Account # 20000-3772-4425
Wells Fargo Bank
190 River Road, Summit, NJ 07901 USA
ABA # 121-000-248
Swift Code: WFBIUS6S

Reference: SriLankan Sale-leaseback

SEABURY

ANNEX A
Indemnification Agreement

In connection with any services or matters that are the subject of or arise out of the engagement letter or Seabury's engagement to advise and assist the Company with the matters set forth in this engagement letter, the Company and Seabury (hereinafter referred individually as Party and collectively the Parties) hereby agree to indemnify and hold harmless each other, its affiliated companies, and such affiliated companies' respective officers, directors, agent, employees, and controlling persons (within the meaning of each of Section 20 of the Securities Exchange Act of 1934 and Section 15 of the Securities Act of 1933) (each of the forgoing, including the Parties, being hereinafter referred to as an "*Indemnified Person*") to the fullest extent permitted by law from and against any and all losses, claims, damages, reasonable expenses (including reasonable fees, disbursements, and other charges of counsel), actions, proceedings, arbitration or investigations (whether formal or informal) (all of the foregoing being referred to as "*Liabilities*"), based upon, relating to, or arising out of such engagement or any Indemnified Person's role therein; *provided, however*, that the Parties shall not be liable under this paragraph: (a) for any amount paid in settlement of claims without the other Party's consent, unless the Party's consent is unreasonably withheld or (b) to the extent that it is finally judicially determined, or expressly stated in an arbitration award, that such Liabilities resulted primarily from the willful misconduct or gross negligence (which in all cases hereunder will be deemed to include any violation of applicable law) of the Indemnified Person seeking indemnification. In connection with the Parties obligation to indemnify for expenses as set forth above, the Parties further agree to reimburse each Indemnified Person for all such expenses (including reasonable fees, disbursements, and other charges of counsel) as they are incurred by such Indemnified Person; *provided, however*, that if an Indemnified Person is reimbursed hereunder for any expenses, the amount so paid shall be refunded if and to the extent it is finally judicially determined, or expressly stated in an arbitration award, that the Liabilities in question resulted primarily from the willful misconduct or gross negligence of such Indemnified Person. The Parties hereby agree that neither Seabury or the Company nor any other Indemnified Person shall have any liability to the other Party (or anyone claiming through the Company or in the Company's name) in connection with Seabury's engagement by the Company except to the extent that such Indemnified Person has engaged in willful misconduct or been grossly negligent.

Promptly after any of the Parties receive notice of the commencement of any action or other proceeding in respect of which indemnification or reimbursement may be sought hereunder, the relevant Party will notify the other Party thereof; but the omission so to notify the other Party shall not relieve the relevant Party from any obligation hereunder unless, and only to the extent that, the other Party shall have been materially prejudiced by such failure. If any such action or other proceeding shall be brought against any Indemnified Person, the relevant Party shall, upon written notice given reasonably promptly following the relevant Party's notice to the other Party of such action or proceeding, be entitled to assume the defense thereof at the relevant Party's expense with counsel chosen by the relevant Party and reasonably satisfactory to such Indemnified Person; *provided, however*, that any Indemnified Person may, at its own expense retain separate counsel to participate in such defense. Notwithstanding the

SEABURY

foregoing, such Indemnified Person shall have the right to employ separate counsel at the relevant Party's expense and to control its own defense of such action or proceeding if the named parties to any such claim or action include such Indemnified Person and the relevant Party and in the reasonable opinion of counsel to such Indemnified Person there are or may be legal defenses available to such Indemnified Person or to other Indemnified Persons that are different from or additional to those available to the relevant Party; *provided, however*, that in no event shall the Parties be required to pay fees and expenses under this indemnity for more than one firm of attorneys (in addition to local counsel) in any one legal action or group of related legal actions. The Parties agrees that it will not, without the prior written consent of the other Party, settle or compromise or consent to the entry of any judgment in any pending or threatened claim, action, or proceeding relating to the matters contemplated by Seabury's engagement (whether or not any Indemnified Person is a party thereto) unless such settlement, compromise, or consent includes an unconditional release of Seabury and each other Indemnified Person from all liability arising or that may arise out of such claim, action, or proceeding.

If the indemnification of an Indemnified Person provided for hereunder is unavailable for any reason, then the Parties agree, in lieu of indemnifying such Indemnified Person, to contribute to the amount paid or payable by such Indemnified Person as a result of such Liabilities in such proportion as is appropriate to reflect the relative benefits received, or sought to be received, by the Company on the one hand and by Seabury on the other from the transactions in connection with the matters for which Seabury has been engaged. If the allocation provided in the preceding sentence is not permitted by applicable law, then the Parties agree to contribute to the amount paid or payable by such Indemnified Person as a result of such Liabilities in such proportion as is appropriate to reflect not only the relative benefits referred to in such preceding sentence but also the relative fault of the relevant Party and of such Indemnified Person in connection with the matters to which such liabilities relate, and other equitable considerations.

The relative benefits received or sought to be received by the Company on the one hand and by Seabury on the other shall be deemed to be in the same proportion as (a) the total value of the transactions with respect to which Seabury has been engaged bears to (b) the fees paid or payable to Seabury with respect to such engagement.

The rights accorded to Indemnified Persons hereunder shall be in addition to any rights that any Indemnified Person may have at common law, by separate agreement or otherwise and shall be binding on and inure to the benefit of any successors, assigns and personal representatives of us and each indemnified party.

THE PARTIES HEREBY CONSENT, SOLELY FOR THE PURPOSE OF ALLOWING AN INDEMNIFIED PERSON TO ENFORCE ITS RIGHTS HEREUNDER, TO PERSONAL JURISDICTION AND SERVICE AND VENUE IN ANY COURT IN WHICH ANY CLAIM FOR WHICH INDEMNIFICATION MAY BE SOUGHT HEREUNDER IS BROUGHT AGAINST THE RELEVANT PARTY OR ANY OTHER INDEMNIFIED PERSON.

SEABURY

The Company and Seabury also hereby irrevocably waive any right the Company and Seabury may have to a trial by jury in respect of any claim based upon or arising out of the engagement, or any transaction or conduct in connection therewith or this Annex. This Annex may not be amended or otherwise modified except by an instrument signed by both Seabury and the Company.

If any provision hereof shall be determined to be invalid or unenforceable in any respect, such determination shall not affect such provision in any other respect or any other provision of this Annex, which shall remain in full force and effect. The provisions of this Annex shall remain in effect indefinitely, notwithstanding any termination or completion of Seabury's engagement.

In the event Seabury or its employees or agents appears as a witness in any action brought against the Company in which an Indemnified Party is not named as a defendant, the Company agrees to reimburse Seabury for all reasonable expenses incurred and time expended by it in connection with appearing as a witness.

In the event that the Company or its employees or agents appears as a witness in any action brought against the Seabury in which an Indemnified Party is not named as a defendant, Seabury agrees to reimburse the Company for all reasonable expenses incurred and time expended by it in connection with appearing as a witness.

Notwithstanding the provisions of the preceding paragraphs, the Parties agree that the total liability of any of the Parties in connection with this engagement letter shall not in any event exceed the total fees charged by Seabury in connection with this engagement letter.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

SEABURY

Please confirm our mutual understanding of this engagement by signing and returning to us the enclosed duplicate copy of this letter agreement. We are pleased that you have engaged us to act as your financial advisor and are looking forward to working with you on this assignment.

Very truly yours,

SEABURY ADVISORS LLC

By: _____

Michael Lypka

Accepted and agreed to this 28 June 2013

SRILANKAN AIRLINES LIMITED

By: _____

Kapila Chandrasena

SEABURY

Invoice

Seabury Structured Finance LLC
1350 Avenue of the Americas
25th Floor
New York NY 10019
United States

Bill To
Yasantha Dissanayake
Sri Lankan Airlines Ltd (PB 67)
Airline Centre
Bandaranaike International Airport
Katunayake-Sri Lanka

Date	8/8/2014
Invoice #	0808140931SF
Terms	Immediate payment
Due Date	8/8/2014
PO #	
Currency	USD

Qty	Description	Rate	Amount
	Professional Fees per Schedule 2 of the Signed Engagement Letter, dated June 26, 2013		
1	Success Fees payable upon execution of a lease agreement for six aircraft		445,000.00

APPROVED
KAPILA CHANDRASENA
Director / Chief Executive Officer
SriLankan Airlines Limited
12/08/2014

Payment Details
Company Name: Seabury Structured Finance LLC
Bank Name: Wells Fargo Bank
Bank Acct Number: 4165854720
WIRE Routing Number: 121000248
Swift Code: WFBIUS6S

Remit to:
Seabury Structured Finance LLC
730 2nd Ave S, Ste 730
Minneapolis, MN 55402

Total $445,000.00

Recommended for payment.
This was approved by the Board. 12/8/14

PAYMENT VOUCHER

Supplier :SEABURY ADVISORS LLC
Address :(FORMALLY KNOWN AS SEABURY STRUCTURED FINANCE LLC)
1350 AVENUE OF THE AMERICAS
25TH FLOOR
NEW YORK NY 10019

Document Number :261344
Name :AP_BOC-CMB_USD_
Page No :1 of 1
Date :18-AUG-14

Bank Name :BANK OF CEYLON
Branch Name :COLOMBO
Account Number:2157 USD
Account Code :01.3000.1401.M151.00000.0000

VAT Reg Number
Check Number 57364
Check Date 18-AUG-14

SVAT Reg Numbe

S.No	Inv Type	Inv Num	Inv Date	Description	Amount(USD)
	STANDARD	0808140931 SF()	08-AUG-14	PROFESSIONAL FEE PER SCHEDULE 2 OF THE SIGNAL ENGAGEMENT LETTER DATED 26 JUN 2013	445,000.00

Invoice Accounting Details

--Type--	--Tax---	GL Date--	--Account--	--Term-	
ITEM		18-AUG-14	01.3000.2252.Y018.X	Immediate	321,000.00
ITEM		18-AUG-14	01.0110.7513.0000.0	Immediate	124,000.00

Net Amount Payable 445,000.00
Exchange Rate 130.15
Net Amount Payable(LKR) 57916750

Prepared By

Approved By

THE MANAGER
BANK OF CEYLON
CORPORATE BRANCH
NO 4,BANK OF CEYLON MAWATHA
SWIFT : BCEYLKLX
09-JAN-14

OUR REF: 55360

DEAR SIR,

PLEASE REMIT BY TELEGRAPHIC TRANSFER AS FOLLOWS

AMOUNT: USD 24,068.44
Twenty-Four Thousand Sixty-Eight Us Dollars And Forty-Four Cents Only***

PAYABLE TO: WELLS FARGO BANK
SWIFT: WFBIUS6S
ABA ROUTING: 121 000 248

SWIFT: WFBIUS6S

TO THE CREDIT OF: SEABURY STRUCTURED FINANCE LLC
CLEARING
BANK:

SUPPLIER A/C NO: 4165854720
IBAN

MESSAGE: BILLABLE EXPENSES

PLEASE DEBIT OUR A/C NO: 2157 USD UNDER ADVICE TO US

THANKING YOU

YOURS FAITHFULLY
For SRILANKAN AIRLINES LTD.

Authorised Signatories.

10/01/2014

SEABURY

due 10/01/13 Friday

Invoice

Seabury Structured Finance LLC
1350 Avenue of the Americas
25th Floor
New York NY 10019
United States

Bill To
Yasantha Dissanayake
Sri Lankan Airlines Ltd (PB 67)
Airline Centre
Bandaranaike International Airport
Katunayake-Sri Lanka

Date	11/13/2013
Invoice #	1113130931-0873E
Terms	Immediate payment
Due Date	11/13/2013
PO #	
Currency	USD

8225 USA

51090 09/01

Qty	Description	Rate	Amount
	Billable Expenses:		
1	Airfare:		12,241.06
1	Conference Calls:		869.53
1	Internet:		26.09
1	Lodging:		3,207.02
1	Miscellaneous:		60.00
1	Meals:		102.33
1	Taxis:		535.00

PAID
10 JAN 2014
BY CASH QUE
P. V. No:

5536

Payment Details
Company Name: Seabury Structured Finance LLC
Bank Name: Wells Fargo Bank
Bank Acct Number: 4165854720
WIRE Routing Number: 121000248
Swift Code: WFBIUS6S

Remit to:
Seabury Structured Finance LLC
730 2nd Ave S, Ste 730
Minneapolis, MN 55402

Total $17,041.03

PAYMENT VOUCHER

Supplier : SEABURY STRUCTURED FINANCE
Address : LLC
1350 AVENUE OF THE AMERICAS
25TH FLOOR
NEW YORK NY 10019

Document Number : 262480
Name : AP_BOC_CMB_USD_
Page No : 1 of 1
Date : 09-JAN-14

Bank Name : BANK OF CEYLON
Branch Name : COLOMBO
Account Number : 2157 USD
Account Code : 01.3000.1401.M151.00000.0000

VAT Reg Number
Check Number 55360
Check Date 10-JAN-14

S.No	Inv Type	Inv Num	Inv Date	SVAT Reg Numbe Description	Amount(USD)
1	STANDARD	1023130931 -0873E()	23-OCT-13	SEABURY BILLABLE EXPENSES 23 OCT 2013	7,027.41

Invoice Accounting Details

--Type--	--Tax---	GL Date--	--Account--	--Term-	
ITEM		09-JAN-14	01.0110.7513.0000.0	Immediate	7,027.41

S.No	Inv Type	Inv Num	Inv Date	Description	Amount(USD)
2	STANDARD	1113130931 -0873E()	13-NOV-13	SEABURY BILLABLE EXPENSES 13 NOV 2013	17,041.03

Invoice Accounting Details

--Type--	--Tax---	GL Date--	--Account--	--Term-	
ITEM		09-JAN-14	01.0110.7513.0000.0	Immediate	17,041.03

Net Amount Payable	24,068.44
Exchange Rate	130.775
Net Amount Payable(LKR)	3147550.24

NO NV/ADV/WP/DD/CR
10/1/14

Prepared By

Approved By

16/07/13

SEABURY

Invoice

Seabury Structured Finance LLC
1350 Avenue of the Americas
25th Floor
New York NY 10019
United States

Date	6/30/2013
Invoice #	0630130931F
Terms	Immediate payment
Due Date	6/30/2013
PO #	
Currency	USD

Bill To
Sri Lankan Airlines Ltd (PB 67)
Airline Centre
Bandaranaike International Airport
Katunayake
Sri Lanka

Qty	Description	Rate	Amount
	Professional Fees per Schedule 2 of the Signed Engagement Letter, dated June 26, 2013		
1	Retainer due upon the execution of the Agreement		35,000.00

RECEIVED
15 JUL 2013
PAYMENT SECTION
SRILANKAN AIRLINES LTD

Payment Details
Company Name: Seabury Structured Finance LLC
Bank Name: Wells Fargo Bank
Bank Acct Number: 4165854720
WIRE Routing Number: 121000248
Swift Code: WFBIUS6S

Remit to:
Seabury Structured Finance LLC
730 2nd Ave S, Ste 730
Minneapolis, MN 55402

Total $35,000.00

PAYMENT VOUCHER

Supplier :SEABURY STRUCTURED FINANCE
Address :LLC
1350 AVENUE OF THE AMERICAS
25TH FLOOR
NEW YORK NY 10019

Document Number :260944
Name :AP_BOC_CMB_USD_
Page No :1 of 1
Date :15-JUL-13

Bank Name :BANK OF CEYLON
Branch Name :COLOMBO
Account Number:2157 USD
Account Code :01.3000.1401.M151.00000.0000

VAT Reg Number
Check Number 53834
Check Date 16-JUL-13

SVAT Reg Numbe

S.No	Inv Type	Inv Num	Inv Date	Description	Amount(USD)
1	STANDARD	0630130931 F()	30-JUN-13	PROFESSIONAL FEE PER SCHEDULE 2 OF THE SIGNED ENGAGEMENT LETTER 26 JUNE 2013	35,000.00

Invoice Accounting Details

--Type--	--Tax---	GL Date--	--Account--	--Term-	
ITEM		15-JUL-13	01.0110.7513.0000.0	Immediate	35,000.00

Net Amount Payable	35,000.00
Exchange Rate	128.6
Net Amount Payable(LKR)	4501000

Prepared By

Approved By

16/07/2013

SEABURY ADVISORS LLC
Payments during SEP 2012 to AUG 2014

	Invoice Date	Invoice Num	Amount Paid(USD)	Description	Bank	PV Num	Doc Num
01	30-Jun-13	0630130931F	35,000.00	PROFESSIONAL FEE PER SCHEDULE 2 OF THE SIGNED ENGAGEMENT LETTER 26 JUNE 2013	BOC-CMB-USD	260944	53834
02	23-Oct-13	1023130931-0873E	7,027.41	SEABURY BILLABLE EXPENSES 23 OCT 2013	BOC-CMB-USD	262480	55360
03	13-Nov-13	1113130931-0873E	17,041.03	SEABURY BILLABLE EXPENSES 13 NOV 2013	BOC-CMB-USD	262480	55360
04	8-Aug-14	0808140931SF	445,000.00	PROFESSIONAL FEE PER SCHEDULE 2 OF THE SIGNAL ENGAGEMENT LETTER DATED 26 JUN 2013	BOC-CMB-USD	261344	57364
			504,068.44				

CABINET MEMORANDUM

Ministry of Civil Aviation

Cabinet Paper No: 2013/ 07 Date: 27/03/2013

Reference No:MCA/AV/04/100

000461

WIDE-BODY FLEET REPLACEMENT

1. Background

1.1 The wide-body fleet of SriLankan Airlines (SLA) which consist of 13 Aircraft (6-A 340-300 and 7-A 330-200) need to be replaced at the end of their respective lease terms which fall between 2014 and 2019. The age of the wide body fleet at present ranges from 13to 18 years for the A 340s' and from 9 to 13 for the A 330 aircraft.

1.2 The A 340 aircraft has 4 engines and its operating cost is 10% higher than that of a twin engine A 330 – 300 aircraft and is at least 24% higher than a new generation twin engine aircraft. Furthermore, the average age of the wide body fleet being 13.5 years, it is not only uneconomical to maintain, but makes SLA unattractive to customers vis a vis competition who have modern aircraft fleets.

1.3 SLA hence requires new aircraft to replace the current wide body fleet and this can be timed with the return of all existing wide body aircraft to lessors upon expiry of lease terms.

2. Rationale

2.1 Aircraft Selection Process

The Board of Directors appointed an internal team led by the Director/CEO (and includes the Chief Operations Officer, Head of Finance and the Head of Engineering) and an External Consultant to assist and provide expert advice to the internal team in the selection process.

Offers were called by way of an RFP/RFI in August 2012 from the two aircraft manufactures (Boeing and Airbus) and two engine manufactures (namely Rolls Royce (RR) and GE Aviation). Available Aircraft models that meet the Operational Requirements are:

- Boeing 787 (new generation) with RR or GE engine
- Airbus A 350 (new generation) with RR engine
- Airbus A 330 with RR or GE engines

The RFP specifically targeted the above models and offers were received from all the manufacturers as requested. The manufacturers were afforded several rounds for clarifications and opportunities to submit revised offers and a final round of meetings/negotiations with all the manufactures was held in February 2013.

2.2 Aircraft/Engine selection criteria

1) Availabulity of aircraft to match the return of the leased wide body fleet which commences in the last quarter of 2014.
2) Operating cost of aircraft
3) Overhaul cost of engines
4) Commonality benefits (spares, training, crew utilization)
5) Availability of lease aircraft to fill gaps
6) Aircraft/Engine purchase price and overall benefits measures in terms of Net Present Value (NPV)
7) Other benefits offered by the manufacturer for the development of the aviation industry in Sri Lanka – facilitation of maintenance, technical training, technology transfer.

2.3. Replacement of 6A 340 Aircraft

The aging fleet of A 340 aircraft needs to be replaced in the year 2014/2015 as the leases of these aircraft expire during this time frame and these aircraft are also approaching the end of their useful design life, thus there been no other option than replace them with a suitable available aircraft type. The new generation wide body aircraft were not available with the manufactures until 2019, and with Lessors until 2017. Therefore, also considering the commonality with the current fleet, the Airbus A 330 was selected as the most suitable option to replace the A 340 fleet. The A 330- 300 variant is a larger aircraft compared to the current A 330-200 variant used by SLA and has 299 seats compared with the 269 at present and the range and payload is also more aligned to the mission requirements of the airline and is therefore the preferred option. Airbus offered aggressive discounts for the aircraft whilst the RR engine is preferred as it is the engine used in the current fleet and also as considerable discounts in both price and maintenance cost have been offered by RR. The final pricing of the aircraft is given in the Annexure 1.

2.4. Replacement of 7A 330-200 Aircraft

The A 330 – 200 Fleet of SLA needs to be replaced commencing 2017, upon lease expiry, and both the Boeing 787 and Airbus A 350 new generation aircraft were considered as suitable options.

Following a through selection process and negotiations with the manufacturers, the A 350-900 has been chosen as the preferred option to replace the A 330 – 200 fleet.

2.5. Rationale for choosing Airbus A 350- 900 aircraft compared to Boeing 787

More room for growth

- Favoured more strongly over the B 787 in an high growth scenario as the A 350 has 338 seats compared to the B 787 which has 300 seats in a typical two class configuration. Considering that these aircraft will enter service only in 2017, it is considered prudent to have a larger size aircraft in order to harness the envisaged growth potential, both in Sri Lanka, and the Asian Region.

- Allows greater cargo capacity on long routes, including ample cargo capacity on all European services year- round.
- Wider fuselage enables more flexibility in offering innovative premium cabin seats.

-

2.6 Lower Cost per Available Seat Kilometre

- Critical for competing with the large Middle Eastern Carriers, which all have low cost per kilometer due to their scale. The A 350-900 aircraft offers the least cost per kilometer (refer Annexure 2) compared to all the evaluated aircraft.

-

2.7. Commonality Benefits

- Pilot training requirements will be simplified by continuing to operate an all – Airbus wide body fleet and Airbus expects that airlines will be able to cross-utilise pilots between the A 330 and A 350 whilst the selection of Boeing will necessitate a separate set of pilots.

-

Airbus has been far more engaged in the negotiation process and currently offers a better financial deal

- Airbus has negotiated aggressively throughout, offering multiple rounds of discounts and concessions worth more than $ 100 million during the final round of negotiations.
- The offered A 350-900 purchase price is lower than the currently offered B 787-9 purchase price, despite the A 350 being a larger aircraft.
- The total NPV of the A 330 – 300 /A 350-900 combination is $40 million better than the A330 300/B787-9 combination (refer Annexure 3).
- Airbus will provide a VIP kit for installation in the aircraft valued at USD 15 million which can be used for official visits by the Head of State.

-

The final negotiated prices are provided in the Annexure 1.

2.8 Engine Selection

RR engines are available in both types of aircraft selected by SLA (A 350 and A 330) whilst GE is available on the A 330. RR has offered a very attractive deal for both types taken together and on a net present value basis (considering purchase price and maintenance cost), is USD 5.5 million more attractive than if the GE engines were considered for A 330 (refer Annexure 4). As the current fleet of A 330 aircraft are operating with RR engines, SLA will not be required to train engineers, no investment in tooling will be required and additional spare engine requirement will be minimal.

2.9. Benefits offered to the Country

Airbus has offered a USD 25.0 million credit towards purchases made from Airbus to develop aircraft maintenance (MRO) capability in Sri Lanka. Additionally, Airbus has offered USD 6 million in credits to help set up an advance aircraft technical training centre. Sri Lankan intends to utilize a major part of these credits to develop a modern training facility at the HRI airport.

Boeing has not offered any specific benefits in monetary value.

Funding Requirement

It is proposed that the 6 nos A 330 – 300 aircraft be funded through a sale and lease back method. However, USD 45 million will be required for initial pre-delivery payments and rent deposit for the Lessor. Being a current generation aircraft it is not proposed to own any of these aircraft due to the downside risk of accelerated depreciation in the future.

The A 350 aircraft is required in 2017, and as it is not available through the manufacturer. We will have to be leased initially (3 aircraft). It is proposed that SL purchase four A 350 aircraft in 2012/21 to be funded by both Sale and Lease back and/or purchase. The exact number of aircraft to purchase outright need not be decided now as there is sufficient time to make that decision. However the initial payments at the time of ordering amounting to USD 15 million will have to be made immediately.

The total cash required within the next six month period, for the complete wide body re-fleeting plan consisting of 10 aircraft to be procured through the manufactures, will amount to approximately USD 80 million.

3. Recommendation

Based on the above approval of Cabinet of Ministers is sought:-

1. To purchase of six (6) A330-300 aircraft powered by Rolls Royce Trent 700 engines for delivery commencing in the last quarter of 2014 to 2015.
2. To purchase of four (4) A350 – 900 aircraft powered by Rolls Royce XWB engines delivery to commence in 2020/2021 as replacement for A330-200 aircraft.
3. To lease aircraft for an additional three (3) A350-900 aircraft to be delivered in 2017 as replacement for A330-200 aircraft.
4. To fund for (1) above on sale and lease back method for all six (6) A330 -300 aircraft. As these are current generation aircraft, it is not proposed to own any of them due to the risk of falling value in the future.
5. To make funding available for USD 80 million required for the SLA wide body re-fleeting programme during the second and third quarter of 2013.

Piyankara Jayarathna
Minister of Civil Aviation

000467

මුදල් හා ක්‍රමසම්පාදන අමාත්‍යාංශය
நிதி, திட்டமிடல் அமைச்சு
MINISTRY OF FINANCE AND PLANNING

මහලේකම් කාර්යාලය, කොළඹ 01.
ශ්‍රී ලංකාව.

செயலகம், கொழும்பு 01.
இலங்கை

The Secretariat, Colombo 01
Sri Lanka

කාර්යාලය / அலுவலகம் / Office } 2484500, 2484600, 2484700
ෆැක්ස් / பெக்ஸ் / Fax } (94)-11-2449823
වෙබ් අඩවිය / வெப் சைட் / Website } www.treasury.gov.lk

මගේ අංකය / எனது இல. / My No. } PE/33/CM/2013
ඔබේ අංකය / உமது இல. / Your No. } 13/0407/545/007
දිනය / திகதி / Date } 2013.04.

අමාත්‍ය මණ්ඩල සංදේශය

මුදල් හා ක්‍රමසම්පාදන අමාත්‍යවරයාගේ නිරීක්ෂණ

අමාත්‍යාංශය : සිවිල් ගුවන්සේවා

ශීර්ෂය සහ දිනය : ශ්‍රී ලංකන් ගුවන් සේවයේ පළල් බඳ සහිත ගුවන් යානා ඇණිය ප්‍රතිස්ථාපනය කිරීම

2013.03.27

යෝජනාව/ඉල්ලීම : පහත සඳහන් යෝජනා සඳහා අමාත්‍ය මණ්ඩලයේ අනුමැතිය අපේක්ෂා කෙරේ.

01. A330-300 ගුවන් යානා 06ක් (Rolls Royce Trent 700 එන්ජින් වලින් බල ගැන්වෙන) 2014 වසරේ අවසන් කාර්තුවේ සිට 2015 වසර දක්වා එයාර් බස් සමාගමෙන් මිළ දී ගැනීමට

02. 2020/2021 වසර වලදී A330-200 ගුවන් යානා ප්‍රතිස්ථාපන කිරීම සඳහා A350-900 ගුවන් යානා 04ක් (Rolls Royce XWB එන්ජින් වලින් බල ගැන්වෙන) මිළ දී ගැනීමට

03. 2017 වසරේ දී A330-200 ගුවන් යානා ප්‍රතිස්ථාපන කිරීම සඳහා අතිරේක A350-900 ගුවන් යානා 03ක් කල්බදු ක්‍රමයට ලබා ගැනීමට

CC. 468

04. මෙලෙස නව මාදිලියේ ගුවන් යානා මිළ දී ගැනීමට සැලසුම් කරන්නේ වර්තමාන පරම්පරාවේ ගුවන් යානා මිළ දී ගැනීමෙන් අනාගතයේ දී කඩිනමින් ඇති වන ක්ෂය වීමේ අවදානමට මුහුණ දීමෙන් වැළකීම සඳහාය. එම නිසා ඉහත 01 හි සඳහන් ගුවන් යානා 06ක් කල්බදු හිමියාට ලබා දී ශ්‍රී ලංකන් ගුවන් සේවය විසින් කල්බදු ක්‍රමයට ආපසු ලබා ගැනීමේ ක්‍රමවේදය ක්‍රියාත්මක කිරීමට.

05. ඉහත දක්වා ඇති පරිදි ශ්‍රී ලංකන් ගුවන් සේවයේ පළල් බඳ සහිත ගුවන් යානා ඇණිය ප්‍රතිස්ථාපනය කිරීමේ ව්‍යාපෘතිය සඳහා අවශ්‍ය වන ඇමෙරිකානු ඩොලර් මිලියන 80ක මුදල 2013 දෙවන හා තුන්වන කාර්තු වලදී ලබා ගැනීමට

නිරීක්ෂණ : ශ්‍රී ලංකන් ගුවන් සමාගම ස්වාධීන අධ්‍යක්ෂක මණ්ඩලයක් යටතේ පාලනය වන සමාගම් පනත යටතේ සංස්ථාපනය කරන ලද පොදු සමාගමක් වන අතර ගුවන් යානා ඇණිය ප්‍රතිස්ථාපනය කිරීම මීට ප්‍රථම ගුවන් යානා ඇණිය ප්‍රතිස්ථාපනය කල පරිදි සිදු කිරීම සභාපති, ප්‍රධාන විධායක නිළධාරී හා අධ්‍යක්ෂ මණ්ඩලයේ වගකීමක් බව නිරීක්ෂණය කරමි.

ගුවන් යානා ඇණිය ප්‍රතිස්ථාපනය කිරීම මූල්‍යමය වශයෙන් ගුවන් සමාගම ශක්තිමත් වන අයුරින් සහ ප්‍රාග්ධනකරණය ශක්තිමත් වන අයුරින් සිදු කිරීමට අධ්‍යක්ෂ මණ්ඩලය වගබලාගත යුතු බව වැඩිදුරටත් නිරීක්ෂණය කරමි.

මහින්ද රාජපක්ෂ
මුදල් හා ක්‍රමසම්පාදන අමාත්‍ය

Annexure III

මගේ අංකය
எனது இல.
My No. ජාහාසඒ/පාර්ලි/03

ඔබේ අංකය
உமது இல.
Your No.

ජාතික භාෂා හා සමාජ ඒකාබද්ධතා අමාත්‍ය
தேசிய மொழிகள் மற்றும் சமூக ஒருமைப்பாட்டு அமைச்சர்
Minister of National Languages and Social Integration

වාසුදේව නානායක්කාර
வாசுதேவ நாணாயக்கார
Vasudeva Nanayakkara

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විද්‍යුත් තැපෑල
மின்னஞ்சல்
E-mail minister@lanintegmin.gov.lk

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இணையத்தளம்
Web site www.lanintegmin.gov.lk



2013.04.17

එස්. අබේසිංහ මහතා,
අමාත්‍ය මණ්ඩල ලේකම්,
අමාත්‍ය මණ්ඩල කාර්යාලය,
ජනරජ චතුරස්‍රය,
ශ්‍රීමත් බාරොන් ජයතිලක මාවත,
කොළඹ.

ලේකම්තුමනි.

ශ්‍රී ලංකන් ගුවන් සේවයේ පළල් බඳ සහිත යානා ඇණිය ප්‍රතිස්ථාපනය කිරීම.
අමාත්‍ය මණ්ඩල සංදේශ අංක 27 – 13/0407/545/007

යෝජිත A 330 – 300 ගුවන් යානා 06 ක් කල් බදු ක්‍රමයට ලබා ගැනීමේදී එක් යානයක් වෙනුවෙන් ගෙවීමට සිදුවන මුළු මුදල කොපමණ ද සහ කොපමණ කාලයක් තුල ගෙවා හමාර කිරීමට නියමිත ද? ඒ අනුව ශ්‍රී ලංකන් ගුවන් සේවයට මෙම ගුවන් යානා හයේ හිමිකම අයත් වීමට පෙර ගෙවා නිමකල යුතු මුළු මුදල කොපමණ ද යනාදි විස්තර අවශ්‍ය බව නිරීක්ෂණය කරමි.

ස්තුතියි

වාසුදේව නානායක්කාර
ජාතික භාෂා හා සමාජ ඒකාබද්ධතා අමාත්‍ය
ජාතික භාෂා හා සමාජ ඒකාබද්ධතා
අමාත්‍යාංශය
අංක 40, බුත්ගමුව පාර, රාජගිරිය.

මෙයට විශ්වාසී

වාසුදේව නානායක්කාර
රත්නපුර දිස්ත්‍රික් (පා.ම)
ජාතික භාෂා හා සමාජ ඒකාබද්ධතා අමාත්‍ය

අ/වි

අමාත්‍යාංශය / அமைச்சு / Ministry:
අංක 40, බුත්ගමුව පාර, රාජගිරිය, ශ්‍රී ලංකාව.
இல. 40, புத்தகமுவ வீதி, இராஜகிரிய, இலங்கை.
No. 40, Buthgamuwa Road, Rajagiriya, Sri Lanka.

නිවස / இல்லம் / Residence:
අංක 41/D, සමුල නිවාස, කැප්පෙටිපොල මාවත, කොළඹ 5.
இல. 41/D, சமிட் இல்லம், கெப்பெட்டிபொல மாவத்தை, கொழும்பு 5.
No. 41/D, Summit Flats, Keppetipola Mawatha, Colombo 5.

Annexure IV

000470

ශ්‍රී ලංකා මහ බැංකුව
இலங்கை மத்திய வங்கி
CENTRAL BANK OF SRI LANKA

අමාත්‍ය මණ්ඩල සංදේශය පිළිබඳ අදහස්

පත්‍රිකා අංකය: 27 **ඉදිරිපත් කිරීමේ දිනය:** 2013 අප්‍රේල් 18

ඉදිරිපත් කිරීම: සිවිල් ගුවන් සේවා අමාත්‍යාංශය

විෂයය: පළල් බඳ සහිත ගුවන් යානා ඇණිය ප්‍රතිස්ථාපනය කිරීම

ශ්‍රී ලංකන් ගුවන් සේවයේ පළල් බඳ සහිත යානා ඇණියේ ගුවන් යානා 13 ක මෙහෙයුම් කල්බදු ගිවිසුම්, වසර 2014 හා 2019 අතර කාලයේ දී අවසන් වීමට නියමිත බැවින් ඒවා ප්‍රතිස්ථාපනය කළ යුතු වේ. A 340 - 300 ගුවන් යානා හයකින් ද, A 330 - 200 ගුවන් යානා හතකින් ද මෙම ගුවන් යානා 13, සමන්විත වන අතර ඒවා වඩාත් කාර්යක්ෂම හා තරඟකාරී නවීන ගුවන් යානා ලෙස අලුත් වැඩියා කිරීම හා ප්‍රතිස්ථාපනය කිරීම කළ යුතු වේ. බාහිර උපදේශයෙකුගේ ද සහාය ඇතිව අධ්‍යක්ෂ / ප්‍රධාන විධායක නිලධාරී විසින් මූලිකත්වය දරන ශ්‍රී ලංකන් ගුවන් සේවයේ අභ්‍යන්තර කණ්ඩායමක් විසින් දැනට පවතින පළල් බඳ සහිත ගුවන් යානා ඇණියේ කල්බදු ගිවිසුම් අවසන් වීමට නියමිත කාලයේ දී ඒවා ප්‍රතිස්ථාපනය කිරීම සඳහා 2012 අගෝස්තු මාසයේ දී ගුවන් යානා නිෂ්පාදකයින් දෙදෙනෙකුගෙන් (Boeing සහ Airbus) හා ගුවන් යානා එන්ජින් නිෂ්පාදකවරුන් දෙදෙනෙකුගෙන් (Rolls Royce සහ GE Aviation) යෝජනා කැඳවීම්/ලබාගැනීමේ (RPF/RFI) ක්‍රමවේදයන් ඔස්සේ යෝජනාවන් කැඳවා ඇත.

Boeing 787 (නව මාදිලිය), Rolls Royce හෝ GE එන්ජිම සමඟද, Airbus A 350 (නව මාදිලිය), Rolls Royce එන්ජිම සමඟද, Airbus A 330, Rolls Royce හෝ GE එන්ජිම සමඟ ද ප්‍රතිස්ථාපනය කිරීමට අභ්‍යන්තර කණ්ඩායම විසින් පෙන්වා ඇති මෙහෙයුම් අවශ්‍යතාවයන්ට සරිලන යෝජනා නිෂ්පාදකයන්ගෙන් ලැබී ඇත. A 330 - 300

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ගුවන්යානා හය ප්‍රතිස්ථාපනය කිරීම සඳහා අලෙවි කිරීම සහ කල්බදු ක්‍රමයට ආපසු ලබාගැනීම හරහා මූල්‍යනය කිරීම සිදුකරන අතර 2012/21 කාලයේ දී A 350 - 900 ගුවන් යානා හතරක් මිලදී ගැනීම සඳහා අලෙවි කිරීම සහ කල්බදු ක්‍රමයට ආපසු ලබාගැනීම සහ/හෝ මිලදී ගැනීම යන ක්‍රම දෙකටම මූල්‍යනය කරනු ඇත. ගුවන් යානා 10 කින් සමන්විත පළල් බඳ සහිත ගුවන් යානා ඇණිය ප්‍රතිස්ථාපනය කිරීමේ සැලසුම සම්පූර්ණ කිරීම සඳහා කඩිනම් මූල්‍යමය අවශ්‍යතාවය ඉදිරි මාස හය ඇතුළත දී එ.ජ.ඩොලර් මිලියන 80 ක් වනු ඇත. ඊට අමතරව, A 350 - 900 ගුවන් යානා තුනක් කල්බදු ක්‍රමයට ප්‍රතිස්ථාපනය කරනු ඇත.

ගුවන් ඇණි ප්‍රතිස්ථාපනය කිරීමේ වැඩසටහන වඩා හිතකර වැඩසටහනක් ලෙස සැලකිය හැක. කෙසේ වුව ද, දිගු කාලීන ලාභ සහ රටට හිතකර ආර්ථිකමය හා අනෙකුත් කරුණු ද සැලකිල්ලට ගනිමින් මෙම යෝජනාව අධ්‍යයනය කිරීම අවශ්‍ය වේ. ඒ අනුව, මෙම යෝජනාව තවදුරටත් අධ්‍යයනය කිරීමට සහ නිර්දේශ ඉදිරිපත් කිරීමට විශේෂ කමිටුවක් පත් කිරීමට නිර්දේශ කෙරේ.

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ශ්‍රී ලංකා මහ බැංකුව
இலங்கை மத்திய வங்கி
CENTRAL BANK OF SRI LANKA

Views on Cabinet Memorandum

Paper No. : 27

Meeting Date : **18 April 2013**

Submitted by : **Ministry of Civil Aviation**

Subject : **Wide-Body Fleet Replacement**

Thirteen (13) wide-body fleet aircrafts of SriLankan Airlines (SLA) are due for replacement at the end of their respective lease terms between 2014 and 2019. The 13 aircrafts consist of six A 340-300 and seven A 330-200 aircrafts which need overhaul and replacement with more efficient and competitive modern aircraft fleet. An internal team of SLA headed by Director/ CEO with the assistance of an external consultant called for RFP/ RFI in August 2012 from two aircraft manufacturers (Boeing and Airbus) and two engine manufacturers (Rolls Royce and GE Aviation).

Offers received from manufacturers that meet operational requirements highlighted by the internal team are Boeing 787 (new generation) with Rolls Royce or GE engines, Airbus A 350 (new generation) with Rolls Royce engine and Airbus A 330 with Rolls Royce or GE engines. The replacement of six A 330-300 aircrafts is to be funded through a sale and lease back method and the purchase of four A 350-900 aircrafts in 2012/21 is to be funded by both sale and lease back and/or purchase method. The finance requirement for the immediate wide-body re-fleeting plan for 10 aircrafts will amount to US dollars 80 million within the next six months period. In addition, three A 350-900 aircrafts are to be leased as replacements for A 330-200 aircrafts in 2017.

Re-fleeting programme can be considered favourably. However, this proposal needs to be examined considering the long-term economic viability and other considerations favourable to the country. Accordingly, it is recommended that a special committee be appointed to examine this proposal further and make recommendations.

Annexure V

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10th April 2013

Observations of the Strategic Enterprise Management Agency (SEMA)

Cabinet Paper No: 13/0407/545/007

Ministry: Civil Aviation

Subject: Wide-Body Fleet Replacement

Summary:

Background

The wide-body fleet of SriLankan Airlines, which consist of 13 Aircraft (6- A340-300 aged between 13-18 yrs. & 7- A330-200 aged 9-13yrs.) need to be replaced at the end of their respective lease terms which fall between 2014 and 2019. Hence, SLA requires new aircraft to replace the current wide body fleet and this can be timed with the return of all existing wide body aircraft to lassoers upon expiry of lease terms.

Rationale

Offers were called by way of an RFP/ RFI in August 2012 from the two aircraft manufactures (Boeing and Airbus) and two engines manufacture (namely Rolls Royce (RR) & GE Aviation). Available Aircraft models that met the operational Requirements were:

- Boeing 787(new generation) with RR or GE engine
- Airbus A 350 (new generation) with RR engine
- Airbus A 330 with RR or GE engines

The RFP specially targeted the above models and offers were received from all the manufacturers as requested. The manufactures were afforded several rounds for clarifications and opportunities to submit revised offers and a final round of meetings/ negotiations with all the manufactures was held in February 2013.

Airbus was far more engaged in the negotiation process and currently offers better financial deal

- Airbus has negotiated aggressively throughout, offering multiple rounds of discounts and concessions worth more than $ 100 Mn during the final round of negotiations.
- The offered A350-900 purchase price is lower than the currently offered B 787-9 purchase price, despite the A 350 being a larger aircraft.
- The total NPV of the A 330 300/B787-9 combination (refer Annexure 3)
- Airbus will provide a VIP kit for installation in the aircraft valued at USD 15 Mn which can be used for official visits by the head of State.

The final negotiated prices are provided in the Annexure 1.

Airbus has offered a US$ 25 Mn credit towards purchase made from airbus to develop aircraft maintenance (MRO) capability in Sri Lanka. Additionally, Airbus has offered $ 6 Mn in credits to help set up an advance aircraft technical training center. SriLankan intends to utilize a major part of these credits to develop a modern training facility at the Mattala Rajapakse Airport. Boeing has not offered any specific benefits in monetary value.

Funding Requirement

It is proposed that the 6 nos A330-300 aircraft be funded through a sale and lease back method. However, US$ 45 Mn will be required for initial pre-delivery payments and rent deposit for the lessor. Being a current generation aircraft it is not

Established by a decree by His Excellency The President of the Democratic Socialist Republic of Sri Lanka under article 33 of the constitution

SEMA

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2nd Floor, 21 Janadhipathi Mawatha, Colombo 01, Sri Lanka

proposed to own any of these aircraft due to the downside risk of accelerated depreciation in the future.

The A350 aircraft is required in 2017, and as it is not available through the manufacturer and will have to be leased initially (3 aircraft). It is proposed that SL purchase four A350 aircraft in 2012/21 to be funded by sale & lease back and/or purchase. The exact number of aircraft to be purchased outright need not be decided now, as there is sufficient time to make that decision. However, the initial payments at the time of ordering amounting to $ 15 Mn will have to be made immediately. The total cash required within the next six-month period, for the complete wide body re fleeting plan consisting of 10 aircrafts to be procured through the manufactures, will amount to approximately $ 80 Mn.

Recommendation & Approval Sought

1) To Purchase of six A330-300 aircraft powered by Rolls Royce Trent 700 engines for delivery commencing in the last quarter of 2014 to 2015.
2) To purchase of four A350-900 aircraft powered by Rolls Royce XWB engines delivery to commence in 2020/2021 as replacement for A330-200 aircraft.
3) To lease aircraft for an additional three A350-900 aircraft to be delivered in 2017 as replacement for A330-200 aircraft.
4) To fund for (1) above on sale and lease back method for all six A330-300 aircraft. As these are current generation aircraft, it is not proposed to own any of them due to the risk of falling value in the future.
5) To make funding available for USD 80 Mn required for the SLA wide body re-fleeting program during the second and third quarter of 2013.

SEMA Recommendations:

1. From a country perspective, the National Carrier brings in more than 70% of all tourists to the country, who in turn provide a multiplicative benefit to the national economy. Hence, re-fleeting operation of Sri Lankan Airlines must be considered with this in mind. Based on Sri Lanka's economic growth projections for the next 5 years and the passenger growth forecasts for the South, South-East Asian and Middle East regions (which is predicted to be the highest passenger growth region in the world), Sri Lanka is in an enviable position to capture some of strongest and fastest growing regional travel flows in the world.
2. It is essential that SriLankan campaigns aggressively to capture this market. A first step in this direction is to be on par or superior and consistent with our product offer by deploying a suitable air fleet, which is addressed in this Cabinet Paper.
3. The current age of the wide body fleet at SriLankan is beyond its economic and commercial lifespan of an air line designated as the country's 'National Carrier'. The oldest aircrafts that will be replaced first would have reached 21 years at the time of replacement (the average age of the 3 oldest aircraft to be replaced is 18.4 years while the entire wide body fleet has an average age of 13.7 years).
4. It is essential that SriLankan is able to confirm the aircraft manufacturing slots irrespective of the decision to lease or procure, since delay in this decision will push back the window of opportunity SriLankan will have with the new fleet to capture a larger passenger market share, and also compromise on the risk of it having to sublease aircraft that are not configured to the National Carriers' requirements.
5. From a financial consideration the five year forecasts for SriLankan shows an improvement with its operating margin improving from USD -217.8 Mn or -25.8% in 2013 to USD -36.4 Mn or -2.9% by 2018 after including the lease rentals paid for the new craft. However, volatility in fuel cost (which at present is

around 46% of the total costs) is a key determinant in the cost structure which is made more efficient with the proposed re-fleeting operation.

6. The Cabinet Paper does well to articulate the rationale for choosing Airbus/ Rolls Royce combination over the Boeing/ GE combination. The benefit of a fully equipped aircraft maintenance (MRO) facility and the establishment of an advanced aircraft technical training center over and above the negotiated price (which is less than competition) makes the Airbus package more attractive.
7. Based on the above factors, we recommend the provisions requested in the Cabinet paper to be far sighted, essential and timely requirements for the National Carrier.

Sgd./ Dr. Willie Gamage
Chairman/CEO

Johann Bandaranayake
Director

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ඇමුණුම 23 Annexure I

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උපාය මාර්ගික ව්‍ය.කළ.
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මගේ අංකය: අමප/13/0407/545/007
2013 අප්‍රේල් මස 26 දින,
කොළඹ, අමාත්‍ය මණ්ඩල කාර්යාලයේදී ය.

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(සිවිල් ගුවන් සේවා ගරු ඇමතිතුමා ඉදිරිපත් කළ 2013-03-27 දිනැති සංදේශය)

2013 අප්‍රේල් මස 18 දින පැවැත්වුණු අමාත්‍ය මණ්ඩල රැස්වීමේදී එළඹී තීරණයක් අවශ්‍ය කටයුතු සඳහා මේ සමග එවා ඇත.

එල්. පී.ජයම්පති,
අතිරේක ලේකම්.

අ.කළේ/එස්.අබේසිංහ,
අමාත්‍ය මණ්ඩලයේ ලේකම්.

(ආ) **න්‍යාය පත්‍රයේ විෂයයන්:**

(I) **අමාත්‍ය මණ්ඩල පත්‍රිකා - සාමාන්‍ය**

27. අමාත්‍ය මණ්ඩල පත්‍රිකා අංක 13/0407/545/007 වූ, "**ශ්‍රී ලංකන් ගුවන් සේවයේ පළල් බද සහිත ගුවන් යානා ඇණිය ප්‍රතිස්ථාපනය කිරීම**" යන මැයෙන් සිවිල් ගුවන් සේවා ඇමතිතුමා ඉදිරිපත් කළ 2013-03-27 දිනැති සංදේශය - දැනට කල් තබන ලදී.

ක්‍රියා කළයුතු: **අමාත්‍ය මණ්ඩලයේ ලේකම්**
සිවිල් ගුවන් සේවා අමාත්‍යාංශය

පිටපත්: **මුදල් හා ක්‍රමසම්පාදන අමාත්‍යාංශය**
සභාපති/ප්‍රධාන විධායක නිලධාරි, උපාය මාර්ගික ව්‍යවසාය කළමනාකරණ ආයතනය

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(B) Agenda Items:

(I) Cabinet Papers - General

27. Cabinet Paper No.13/0407/545/007, a Memorandum dated 2013-03-27 by the Minister of Civil Aviation on "**Wide - Body Fleet Replacement of Sri Lankan Airline**" - was deferred for the time-being.

Action by: **Secretary to the Cabinet**
My/Civil Aviation

Copied to: **My/Finance and Planning**
Chairman/CEO, SEMA

Checked by : 1.....
2 .....

Kapila Chandrasena - CEO

From: Kapila Chandrasena - CEO
Sent: Wednesday, April 17, 2013 1:47 PM
To: P B Jayasundera (sf@mo.treasury.gov.lk); wayidyatuma@gmail.com; Nishantha Wickramasinghe - Chairman; 'dg.pe@mo.treasury.gov.lk'
Cc: Mildred Peries - CO.SEC
Subject: Minutes of the Meeting @ The Treasury - 16th April 2013
Attachments: Minutes of Treasury Meeting -16 April 2013.pdf; LHTHRI20130405_01_TFR.pdf

Dear Sir(s),

Pls find the minutes of yesterday's meeting with ST re the Sri Lankan Airlines Wide Body Aircraft fleet replacement.

Kind regds,

Kapila

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000477

MINUTES OF A MEETING HELD IN THE OFFICE OF THE SECRETARY TO THE TREASURY ON TUESDAY 16TH APRIL 2013 @ 4.00 P.M.

Present: Secretary to the Treasury/Dr P B Jayasundera
Secretary to the Ministry of Civil Aviation/Dr R T Ruberu
Dy. Secretary to the Treasury/Mt Attygalle
Chairman/SriLankan Airlines /Mr Nishantha Wickremasinghe
Director/CEO/SriLankan Airlines/Mr Kapila Chandrasena
DG Public Enterprises/Mrs Anula Harasgama
Asst. Director/Public Enterprises Ms Shanika

1. Wide body Fleet Replacement Exercise

Purpose:
The Meeting was convened by the Secretary to the Treasury to inquire and rationalise the need for a Cabinet paper for the Wide body Fleet Replacement exercise being undertaken by SriLankan Airlines.

Discussion/decision:
Secretary to the Treasury was of the view that SriLankan Airlines is a public limited liability Company incorporated in terms of the Companies Act, having an independent Board of Directors nominated and appointed by the Government of Sri Lanka. Accordingly any investment that the Company wishes to make to its aircraft fleet does not require the approval of the Cabinet of Ministers.

The Secretary/Ministry of Civil Aviation and the Chairman /SriLankan Airlines agreed with this view.

Accordingly Secretary to the Treasury instructed the Ministry of Finance Officials to withdraw the Draft Cabinet Paper no 2013/07 ref MCA-AV-04-100 and dated 21 March 2013 submitted to the Treasury by the Ministry of Civil Aviation for their observations and comments.

It was then agreed that SriLankan Airlines should proceed with the recommended 'Wide body fleet replacement exercise' as approved by its Board of Directors.

2. JV -Lufthansa Technik/SriLankan Airlines – Aircraft Base Maintenance Facility – Mattala

A JV business with LHT will now be modelled as a 'production site' The Base Maintenance Facility at Mattala will be another production site in their network and the mode of operations will be similar to the sites in Sofia, Malta and Philippines. Director/CEO SriLankan briefed the meeting that the key terms of the JV arrangement will be based on,

- Infrastructure for the facility will be replicated which is common to all of LHT's such sites.
- Local work force will be trained to LHT standards
- Direct operational control by LHT
- local partner will be 'a silent partner'/no operational control
- local partner will have an administrative management role only
- Local partner will provide hangar/land

Director/CEO was requested to proceed on the above basis.

Presentation made by LHT on the above is also attached for information.

Kapila Chandrasena
Director/CEO –SRILANKAN AIRLINES

AIRCRAFT WET LEASE EXTENSION AGREEMENT

BETWEEN

SriLankan Airlines Limited
(as Lessor) (1)

- And -

Pakistan International Airlines Corporation Limited
(as Lessee) (2)

RELATING TO ONE (1) AIRBUS A330-300 AIRCRAFT
MSN 1604 REGN. MARK 4R-ALN

AIRCRAFT WET LEASE EXTENSION AGREEMENT

This Aircraft Wet Lease Extension Agreement (hereinafter referred to as "**Extension Agreement**") is dated as of 02 November 2016,

BY AND BETWEEN:

SriLankan Airlines Limited, a Sri Lankan company whose principal place of business is at Bandaranaike International Airport, Katunayake, Sri Lanka (the "**Lessor**") of the First Part;

AND

Pakistan International Airlines Corporation Limited, a Pakistani company whose principal place of business is at Jinnah International Airport, Karachi, Pakistan (the "**Lessee**") of the Other Part.

The Lessor and Lessee shall be collectively referred to as "**Parties**" and individually as "**Party**"

WHEREAS the Parties entered into an Aircraft Wet Lease Agreement on 4th August 2016 ("Aircraft Wet Lease Agreement") by which the Lessor wet leased one Airbus A330-300 aircraft bearing MSN 1604; Registration Mark 4R-ALN to the Lessee, for the period commencing from 10th August 2016 till 9th November 2016 (hereinafter referred to as the "**Initial Lease Term**");

WHEREAS Now the Parties are desirous of amending the Aircraft Wet Lease Agreement in order to extend the Initial Lease Term of the Agreement for a further period of 3 months commencing from 10th November 2016 according to the terms and conditions as set out herein.

NOW, THEREFORE, the Parties have agreed as follows:

1. Subject to the terms and conditions under the Aircraft Wet Lease Agreement, the Parties mutually agree to amend Clause 4.1 of the Aircraft Wet Lease Agreement and incorporate the following clause as Clause 4.1A which shall read as follows:

   "4.1A. First Renewal Wet Lease Period: This Agreement shall be renewed commencing from 10th November 2016 until 9th February 2016 or such earlier date as may apply in accordance with the terms of this Agreement, subject to both Parties receiving all applicable permissions, approvals, licenses and clearances from CAASL, PCAA and any other applicable regulatory or government authorities. Any reference to the "Wet Lease Period" under this Agreement shall include the First Renewal Wet Lease Period"

2. The Parties mutually agree to amend Clause 6 of the Agreement and incorporate the following clause as Clause 6.4A, which shall read as follows:

> *"6.4A The Lessee shall pay to the Lessor within 30 days after 10th November 2016, the balance 50% of the Additional Rental due, accrued and payable to the Lessor for the period commencing from the Commencement Date until 10th November 2016 as aggregated on 10th November 2016 as set forth in Clause 6.8A"*

3. The Parties mutually agree to amend Clause 6 of the Agreement and incorporate the following clause as Clause 6.8A, which shall read as follows:

> *"6.8A The Lessor shall reconcile the balance 50% of the Additional Rental for the period commencing from the Commencement Date until 10th November 2016 which were not invoiced under Clause 6.9.3 at the expiry of the said period."*

4. The Parties mutually agree to amend Clause 6.9 of the Agreement and incorporate the following clause as Clause 6.9.4A, which shall read as follows:

> *"6.9.4A Invoices for all remaining payments to be paid under this Agreement for the period commencing from the Commencement Date until 10th November 2016 including but not limited to the aggregate of the balance 50% of all Additional Rentals for such period shall be submitted for payment thirty (30) days after the 10th November 2016."*

5. The Parties mutually agree to amend the definition for Expiry Date in Schedule 3 of the Agreement which shall read as follows:

Expiry Date	*Six (6) months from 10th August 2016 or such date as the Parties may mutually agree in writing.*

6. All capitalized terms used but not otherwise defined in this Extension Agreement shall have the same meaning as given to them in the Aircraft Wet Lease Agreement.

7. This Extension Agreement shall be effective from 10th November 2016.

8. The Parties mutually affirm and agree that the terms and conditions set forth herein are in addition to but not in derogation of the Aircraft Wet Lease Agreement and shall form part and parcel of the Aircraft Wet Lease Agreement.

9. Save and except the changes and the modification with respect to terms and conditions contained herein, all other terms and conditions of the Aircraft Wet Lease Agreement shall remain unchanged and be in full force and effect as against the respective Parties and shall apply *mutatis mutandis*.

10. In the event of any inconsistency between the provisions of this Extension Agreement and the Aircraft Wet Lease Agreement, the provisions of this Extension Agreement shall prevail.

11. This Extension Agreement and the Aircraft Wet Lease Agreement constitute the entire Agreement between the Parties in relation to the subject matter hereof.

12. Any disputes or claims arising out of or in connection with this Extension Agreement (including non-contractual disputes or claims) shall be governed by and construed in accordance with the same laws and dispute resolution as set forth in the Aircraft Wet Lease Agreement.

IN WITNESS WHEREOF the parties hereto signed this Agreement on the day of _____November 2016 first herein written.

Signed for and on behalf of:

Pakistan International Airlines Corporation Limited

Signature: _____

Name: BERND HILDENBRAND
Chief Executive Officer
Pakistan International Airlines

Title: _____

Witness - I:

Signature: _____

Name: _____

Witness - II:

Signature: _____

Name: _____

SriLankan Airlines Limited

Signature: _____

Name: M de Vass Gunawardena

Title: Regional Head Europe & Americas

Witness - I:

Signature: _____

Name: JEREMY SOERTSZ.

Witness - II:

Signature: _____

Name: _____

04 August 2016

SriLankan Airlines Limited
(as Lessor) (1)

- and -

Pakistan International Airlines Corporation Limited
(as Lessee) (2)

AIRCRAFT WET LEASE AGREEMENT

Relating to

One (1) Airbus A330-300 aircraft with manufacturer's serial number 1604

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THIS AGREEMENT is made on 04 August 2016

BETWEEN

1. **SriLankan Airlines Limited** a Sri Lankan company whose principal place of business is at Bandaranaike International Airport, Katunayake, Sri Lanka (the "**Lessor**"); and

2. **Pakistan International Airlines Corporation Limited,** a Pakistani company whose principal place of business is at Jinnah International Airport, Karachi, Pakistan (the "**Lessee**").

WHEREAS

A. Lessee has a requirement for Aircraft with Personnel primarily for its international operations.

B. Lessor has agreed to make the Aircraft available to Lessee with Lessor's Personnel on the terms and conditions of this Agreement (this "**Agreement**").

IT IS HEREBY AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement capitalised words and expressions have the meanings set out for them in Schedule 1 (Definitions).

1.2 Except where the context otherwise requires, references in this Agreement to:

(i) the Lessor, the Lessee or any other person includes any of their successors and assignees;

(ii) plural concepts include the singular and vice versa;

(iii) any document shall include any changes to that document and any replacement for it;

(iv) a clause or a schedule is a reference only to a clause or schedule of this Agreement and the headings given for them are not intended to affect meaning;

(v) any regulation shall include any changes to that regulation and any replacement for it;

(vi) an obligation of a person refers to any obligation that person has under or in relation to this Agreement; and

(vii) "includes," "including," "include" or similar terms shall not be construed as limiting and shall mean "including, without limitation".

2 UTILISATION OF AIRCRAFT

2.1 The Aircraft shall be utilised during the Wet Lease Period for the performance of the Flight Schedule and any Additional Flying both upon the terms and conditions contained in this Agreement.

3 CONDITIONS PRECEDENT

3.1 The Lessor shall make the Aircraft available on wet lease to the Lessee on an ACMI basis and the Lessee shall take the Aircraft on wet lease and on such basis from the Lessor for the duration of the Wet Lease Period, subject to and in accordance with the terms of this Agreement.

3.2 The Lessor's obligation to wet lease the Aircraft to the Lessee and to perform the Lessor's further obligations hereunder shall be subject to and conditional upon:

(i) the Lessor having received originals of each of the Project Documents duly executed by all parties to them other than the Lessor;

(ii) the Lessor having received copies of the certificates of the Lessee's Insurances;

(iii) the Lessor having received evidence to the reasonable satisfaction of the Lessor that all necessary permissions, consents, licences and approvals have been obtained (or will be obtained at the material time if such requirement would arise in the future) from all relevant Government Entities by the Lessee for the proper operation of the Flight Schedule or otherwise, for the consummation of the transaction contemplated herein;

(iv) the Lessor having received evidence to the reasonable satisfaction of the Lessor that the Lessee has taken all necessary corporate action to authorise the execution, delivery and performance by the Lessee of this Agreement which includes a board resolution, power of attorney for the signatories and incumbency certificate for the signatories of the Lessee;

(v) no Total Loss having occurred as at or prior to the Commencement Date;

(vi) the Lessee represents to Lessor in writing that to the best of its knowledge no Event of Default has occurred or likely to occur as at or prior to the Commencement Date;

(vii) the representations and warranties of the Lessee in Clause 22.1 being true, correct and not misleading in any material way on the Commencement Date as if made on such date;

(viii) Lessor having received the Fixed Rental for the Rental Period commencing from the Commencement Date no later than three (03) Business Days prior to the Commencement Date;

Appointment as a Service Provider

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2013 මාර්තු මස 12 වැනි දින.

උපලේඛනය I

පත් කිරීම සඳහා වන නියමයන් හා කොන්දේසි

1. මෙහි II උපලේඛනයෙහි සඳහන් සේවා සැපයීමේ දී සේවා සැපයුම්කරු විසින් 2010 අංක 14 දරන සිවිල් ගුවන්සේවා පනත යටතේ හෝ වෙනත් ලිඛිත නීතියක් යටතේ අදාළ වන නීති ප්‍රතිපාදනයන්ටත්, එම පනත යටතේ පනවනු ලබන රීති, රෙගුලාසි සහ ක්‍රියාත්මක කිරීමේ ප්‍රමිතීන්ටත් අනුව කටයුතු කළ යුතු ය.

2. සේවා සැපයුම්කරු විසින් තම සේවා සැපයුමට අදාලව කලින් කලට අමාත්‍යවරයා විසින් දෙනු ලබන සාමාන්‍ය සහ විශේෂ විධිවිධානයන්ට අනුකූලව කටයුතු කළ යුතු ය.

3. සේවා සැපයුම්කරු හට ව්‍යවස්ථාපිත සේවා සැපයුම්කරු විසින් අතුරු බදු දෙනු ලැබූ සියලුම නිශ්චල දේපල සහ චංචල දේපල සේවා සැපයුම්කරු විසින් ගුවන් ප්‍රවාහන කර්මාන්තයේ උන්නතිය වෙනුවෙන් යථා පරිදි පවත්වාගෙන යා යුතු අතර, එකී දේපල තුන්වන පාර්ශ්වයකට බදු දීම සිදු නොකළ යුතු ය.

1A - G 017433- 340 (2013/03)

මෙම අති විශෙෂ ගැසට් පත්‍රය www.documents.gov.lk *වෙබ් අඩවියෙන් බාගත කළ හැක.*

4. මෙහි සඳහන් දිනෙන් පසුව සේවා සැපයුම්කරු විසින් සපයනු ලබන ගගන නාවික සේවා සම්බන්ධව එළඹෙනු ලබන ගිවිසුම්, එම ගිවිසුමේ මෙයට පරස්පර විරෝධී ප්‍රතිපාදන ඇත්නම් හැර, සේවා සැපයුම්කරු විසින් එකී සේවා සැපයුම්කරු වෙනුවෙන් ඇති කර ගන්නා ලද ගිවිසුම් ලෙස සලකනු ලබන බවට හැර, එකී ගිවිසුම් කිසිවිටෙකත් රජය වෙනුවෙන් හෝ රජය එකී ගිවිසුම් කෙරෙහි බැඳ තැබීමක් සිදු නොවනු ඇත.

5. අමාත්‍යාංශයේ අමාත්‍යවරයාගේ ලේකම්වරයාගේ ලිඛිත ඉල්ලීම මත සේවා සැපයුම්කරු විසින් සපයනු ලබන ගගන නාවික සේවාවන්ට අදාළ පරිපාලන, මෙහෙයුම්, තාක්ෂණික හා මූල්‍යමය තොරතුරු එකී ලේකම් වෙත සැපයිය යුතු ය.

6. සේවා සැපයුම්කරු විසින් සපයනු ලබන සේවාවන් ඊට අදාළ අන්තර්ජාතික ප්‍රමිතීන්ට හා නිර්දේශිත ක්‍රියාදාමයන්ට අනුව සැපයීම උදෙසා සේවා සැපයුම්කරු විසින් ශ්‍රී ලංකා සිවිල් ගුවන් සේවා අධිකාරිය විසින් හෝ සිවිල් ගුවන් සේවා අධ්‍යක්ෂ ජනරාල් මගින් අදාළ අවශ්‍යතා සම්පූර්ණ කිරීමෙන් අනතුරුව, II වැනි උපලේඛනයෙහි සඳහන් ගගන නාවික සේවා සැපයීම වෙනුවෙන් අදාළ බලපත්‍ර හෝ අවසර පත්‍ර ලබාගත යුතු ය.

7. සේවා සැපයුම්කරු විසින් අමාත්‍යවරයාගේ ලිඛිත අනුමැතිය නොමැතිව මෙහි පහත II වැනි උපලේඛනයෙහි සඳහන් ගගන නාවික සේවාවන් සැපයීම, වෙනස් කිරීම, තාවකාලිකව හෝ ස්ථිරව නැවැත්වීම සිදු නොකළ යුතු ය.

8. මෙහෙයුම් අවස්ථාවන්වල දී දැරීමට සිදුවන වගකීම් සහ වන්දි වෙනුවෙන් රජයට වගකීම් නොපැවරෙන පරිදි සුදුසු රක්ෂණ ආවරණ සේවා සැපයුම්කරු විසින් ලබාගත යුතු ය.

9. සේවා සැපයුම්කරුගේ ව්‍යවස්ථාපිත හඳුනා ගැනීම, කොටස් ප්‍රාග්ධනය හෝ නම වෙනස් කිරීම සඳහා අමාත්‍යවරයාගේ පූර්ව ලිඛිත අනුමැතිය ලබා ගත යුතු ය.

10. සේවා සැපයුම්කරු විසින් අමාත්‍යවරයාගේ ලිඛිත අනුමැතිය නොමැතිව මෙහි පහත II වැනි උපලේඛනයෙහි සඳහන් කිසිදු ගගන නාවික සේවාවක් පැවරීම හෝ අතුරු බදු දීමක් නොකළ යුතු ය.

උපලේඛනය II

සේවා සැපයුම්කරු විසින් සපයනු ලබන සේවා

I. බස්නාහිර පළාතේ පිහිටි බණ්ඩාරනායක ජාත්‍යන්තර ගුවන් තොටුපල, කොළඹ
II. දකුණු පළාතේ පිහිටි මත්තල රාජපක්ෂ ජාත්‍යන්තර ගුවන් තොටුපල,
III. බස්නාහිර පළාතේ පිහිටි කොළඹ ගුවන් තොටුපල, රත්මලාන

සහ අමාත්‍යවරයා විසින් කලින් කලට පළකරනු ලබන ගැසට් නිවේදන මගින් සඳහන් කරනු ලබන අනෙකුත් ගගන යාත්‍රාංගනයන් සඳහා,

1. ගුවන් යානා පිරිසිදු කිරීමේ සේවාවන් ඇතුළුව, ඒප්‍රනය මත ගුවන් යානා පිටත් කරවීමට අවශ්‍ය සහාය හෝ උපකරණ හෝ සැපයීම,
2. ගුවන් යානා සඳහා බිම් මෙහෙවර පහසුකම් හෝ සේවාවන් සැපයීම,
3. ගුවන් යානාවලට ආහාර සැපයීමේ සේවාවන් සැපයීම.

03-1152

ශ්‍රී ලංකා රජයේ මුද්‍රණ දෙපාර්තමේන්තුවේ මුද්‍රණය කරන ලදී.

ශ්‍රී ලංකා ප්‍රජාතාන්ත්‍රික සමාජවාදී ජනරජයේ ගැසට් පත්‍රය
අති විශෙෂ
The Gazette of the Democratic Socialist Republic of Sri Lanka
EXTRAORDINARY

අංක 1801/37 - 2013 මාර්තු මස 15 වැනි සිකුරාදා - 2013.03.15
No. 1801/37 - FRIDAY, MARCH 15, 2013

(Published by Authority)

PART I : SECTION (I) — GENERAL

Government Notifications

THE CIVIL AVIATION ACT, No. 14 OF 2010

Order under Section 6

APPOINTMENT OF SERVICE PROVIDERS

BY virtue of powers vested in me as the Minister of Civil Aviation under Section 6 of the Civil Aviation Act, No. 14 of 2010, I, Piyankara Jayaratne, do hereby appoint, subject to the terms and conditions stipulated in the Schedule I hereto, Sri Lankan Airlines Ltd. which is hereinafter referred to as the Service Provider for providing the Services as specified in the Schedule II.

PIYANKARA JAYARATNE,
Minister of Civil Aviation.

12th March 2013.

SCHEDULE I

TERMS AND CONDITIONS OF APPOINTMENT

1. In providing the Services specified in Schedule II, the Service Provider shall conform to the applicable legal provisions in the Civil Aviation Act, No. 14 of 2010 and Regulations, Rules or Implementing Standards made thereunder or any other written law ;

2. The Service Provider shall comply with any general or special directions given by the Minister in writing from time to time as to the discharge of functions of the Service Provider ;

3. The Service Provider shall maintain in good order all immovable properties which are being sub let by the statutory service provider and movable properties for the wellbeing and development of air transport industry and shall not give such immovable property on lease to any third part ;

4. Every contract entered into by the Service Provider after the date hereof in respect of any Aeronautical Service provided by the Service Provider, shall unless there is express provision to the contrary in the terms of such contract, be deemed to be a contract entered into by the Service Provider on his own behalf and not on behalf of the State and shall not bind the State in any manner ;

5. On demand by the Secretary to the Ministry of the Minister in writing, the Service Provider shall furnish to the Secretary, with all relevant information concerning any administrative, operational, technical or financial matters pertaining to the aeronautical services provided ;

6. The Service Provider shall comply with the applicable requirements stipulated by the Civil Aviation Authority of Sri Lanka or Director General of Civil Aviation as the case may be and obtain requisite licenses or certificates as applicable, for provision of aeronautical services specified in the Schedule II ensuring that such services are maintained in conformity with the applicable international standards and recommended practices ;

7. The Service Provider shall not alter, suspend or stop provision of any service mentioned in Schedule II without approval from the Minister in writing ;

8. It is the duty of the Service Provider to arrange a sufficient insurance cover to meet the potential liabilities or compensations that may arise during its operations and the State will not be liable for such liabilities or compensation ;

9. The change of corporate identity, share capital or name of the Service Provider requires prior approval of the Minister in writing ;

10. The Service Provider shall not transfer or sublease provision of any of the Services specified in Schedule II without written approval by the Minister.

SCHEDULE II

SERVICES TO BE PROVIDED BY THE SERVICE PROVIDER

1. The provision of assistance or equipment for dispatch of aircraft on the apron, including aircraft cleaning services ;

2. The provision of ground handling facilities or services to aircraft ;

3. The provision of Catering Services to aircraft at –

(i) Bandaranaike International Airport, Colombo in the Western Province,
(ii) Mattala Rajapaksa International Airport in the Southern Province,
(iii) Colombo Airport, Ratmalana in the Western Province

and any other aerodrome to be specified by the Minister in terms of an Order published in the *Gazette* from time to time.

03-1152

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කොටස් හිමිකාරිත්වය	කොටස් ප්‍රතිශතය (%)	කොටස් ප්‍රාග්ධනය (රු.)	කොටස් සහතික නිකුත් කළ දිනය හා කොටස් සංඛ්‍යාව	
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අ)ශ්‍රීලංකාරජය				
කොටස් නිකුත් කිරීම			1979.08.17 -	1,800,000
-එම-			1980.02.11 -	139,999
-එම-			1980.02.11 -	1,060,001
-එම-			1982.03.04 -	3,000,000
-එම-			1983.03.10 -	3,500,000
-එම-			1983.09.23 -	5,500,000
-එම-			1984.03.09 -	2,100,000
-එම-			1984.06.13 -	400,000
-එම-			1984.07.13 -	1,900,000
-එම-			1984.11.08 -	2,550,000
-එම-			1985.02.15 -	2,400,000
-එම-			1985.06.13 -	4,030,000
-එම-			1985.10.07 -	3.970,000
-එම-			1986.07.22 -	4,900,000
-එම-			1986.08.16 -	1,850,000
-එම-			1986.11.13-	1,250,000
ශේෂය			1986.11.13-	40,350,000

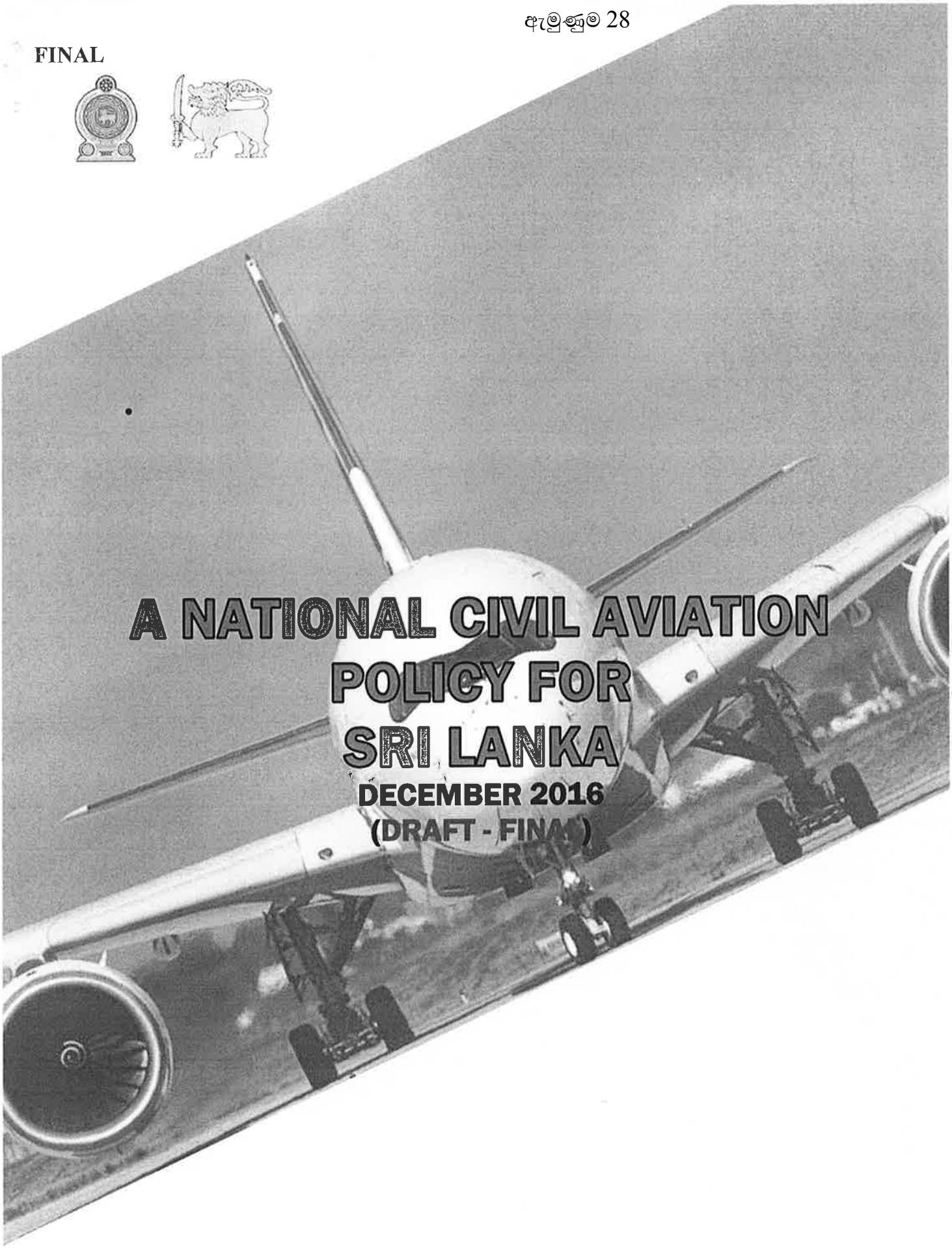
කොටස් නිකුත් කිරීම			1987.02.10 -	29,704,708
ශේෂය			1988.12.14 -	70,054,708
කොටස් නිකුත් කිරීම				3,340,000
ශේෂය			1990.03.16 -	73,394,708
ශේෂය			1991.01.02 -	73,394,708
ශේෂය			1992.01.02 -	73,394,708
දිස්ත්‍රික් උසාවියෙන් අඩු කිරීම්			1993.03.31 -	(35,360,000)
ශේෂය			1993.03.31 -	38,034,708
ශ්‍රී ලංකා රක්ෂණ සංස්ථාවෙන් මාරු කිරීම්			1993.05.12 -	4,000,000
ලංකා සළුසල සමාගමෙන් මාරු කිරීම්			1993.05.12 -	2,250,000
ජාතික ඉතිරි කිරීමේ බැංකුවෙන් මාරු කිරීම්			1993.05.12 -	2,500,000
නව කොටස් නිකුත් කිරීම			1993.05.15 -	4,378,750
ශේෂය			1993.12.24 -	51,163,458
ලංකා බැංකුවෙන් හා මහජන බැංකුවෙන් මාරු කිරීම්			1995.01.13 -	299,998
ශේෂය			1995.12.31 -	51,463,456
සිලෝන් ෂිපින් කෝපරේෂන් වෙතින්			1998 -	01
ශේෂය				51,463,457
අධ්‍යක්ෂවරයෙකු වෙත			1998 -	(01)

ශේෂය				51,463,456
එම්රේට්ස් වෙත මාරු කිරීම්		USD 45M	1998.03.30 -	(13,380,500)
ශේෂය	73.99			38,082,956
සේවකයන් සඳහා මාරුකිරීම්				(4,631,712)
ශේෂය	64.99			33,451,244
එම්රේට්ස් වෙත මාරුකිරීම්		USD 25M		(7,204,885)
ශේෂය	51		2001.02.28 -	26,246,359
සේවකයන්ගෙන් මාරුකිරීම්				29,077
ශේෂය	51.05		2003.07.17 -	26,275,436
නව කොටස් නිකුත් කිරීම			2013.09.26 -	268,864,040
ශේෂය	92.13	26,886,404,000		295,139,476
නව කොටස් නිකුත් කිරීම			2014.10.06 -	195,846,852
ශේෂය	95.12	19,584,685,200		490,986,328
මහජන බැංකුවෙන් මාරුකිරීම්			2015.04.16 -	4,236,135
ශේෂය	95.94	1,305,000,540		495,222,463
ලංකා බැංකුවෙන් මාරුකිරීම්			2015.04.24 -	12,115,570
ශේෂය	98.28	3,732,370,000		507,338,034
NSB වෙතින් මාරුකිරීම්			2015.05.12 -	4,236,135
ශේෂය	99.11	1,305,000,540	2017.10.26 -	511,574,169

ආ)කාර්යමණ්ඩලය				
ශ්‍රී ලංකා රජයෙන්	9.00	නොමිලේ	1999.09.15 -	4,631,712
එමිරේට්ස් වෙත			2000 -	(1,866,131)
ශේෂය	5.37	-	2000.06.30 -	2,765,581
ශ්‍රී ලංකා රජයට			2003.07.16 -	(29,077)
ලංකා බැංකුව හා මහජන බැංකුව වෙත	5.32	-	2011.10.	(2)
ශේෂය	0.85		2013.09.26 -	2,736,509
ශේෂය	0.53		2017.10.26 -	2,736,509
ඇ)එමිරේට්ස්				
රජයෙන්	25.99	USD 45 M	1998.03.30 -	13,380,500
සේවකයන්ගෙන්		එකක් 245/= බැගින්		1,866,131
ශේෂය	29.62		2000.06.30 -	15,246,631
රජයෙන්		USD 25 M		7,204,885
ශේෂය	43.63		2001.02.28 -	22,451,516
ලංකා බැංකුවට			2010.06.28 -	(22,451,516)
ශේෂය			2017.10.26 -	-
ඇ) EPF				
ලංකා බැංකුවෙන්	3.62		2010.08.31 -	1,863,676
ශේෂය	0.36		2017.10.26 -	1,863,676
ඉ) මහජනබැංකුව				
ශේෂය			1979.01.10 -	150,000
ශ්‍රී ලංකා රජයට			1995.01.13 -	(149,999)

ශේෂය			1998.04.01 -	01
ලංකා බැංකුවෙන්			2010.08.31 -	4,236,135
ශේෂය	8.23		2011.10.31	4,236,136
ශ්‍රී ලංකා රජයට මාරු කිරීම			2015.04.16 -	(4,236,135)
ශේෂය			2017.10.26 -	01
ඊ)ලංකා බැංකුව				
ශේෂය			1979.01.10 -	150,000
ශ්‍රී ලංකා රජයට මාරු කිරීම			1995.01.13 -	(149,999)
ශේෂය			1998.04.01 -	01
එමිරේට්ස් ගුවන් සේවයෙන්	43.63	USD 53Mn	2010.06.28 -	22,451,517
මහජන බැංකුවට, NSB හා EPF ට මාරුකිරීම			2010.08.31 -	(10,335,946)
ශේෂය	23.54		2010.08.31 -	12,115,571
ශ්‍රී ලංකා රජයට			2015.04.24 -	(12,115,571)
ශේෂය			2017.10.26 -	-
උ)NSB				
කොටස් නිකුත් කිරීම			1993.05.12 -	2,500,000
රජයට මාරු කිරීම			1997.07.28 -	(2,500,000)
ශේෂය			1998.04.01 -	-
ලංකා බැංකුවෙන්	8.23		2010.08.31 -	4,236,135
රජයට මාරු කිරීම			2015.05.12 -	(4,236,135)
ශේෂය			2017.10.26 -	-

FINAL



A NATIONAL CIVIL AVIATION POLICY FOR SRI LANKA

DECEMBER 2016

(DRAFT - FINAL)

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1. Executive Summary

The policy paper, **'National Civil Aviation Policy for Sri Lanka'** was developed in consultation with most of the stakeholders in the industry, both public and private. The consultation process was inclusive and transparent so that stakeholders have full ownership of the policy.

The policy proposed in this document highlights the future direction and positioning of Sri Lanka as a leading aviation and transport hub in the South Asian region. The overarching objective of the policy is to transform the country into a superior air service provider while connecting it to the wider world aviation network.

The National Civil Aviation Policy identifies that air transport is a force for good economic and social development and the role of regulatory oversight is key to quality assurance safeguards that ensure adherence to national legislation and global standards. The policy recognise the need for different levels of development and the process of continuous improvement with multi-level of standards based on those of the ICAO standards as the minimum. Developing guidance, sharing best practices and working in collaboration with industry partners on efficient use of infrastructure is important to achieve the policy objectives. It paves ways for the mobilization of resources to overcome constraints and impediments for the partnerships and financing for a sustainable aviation future.

The Policy identifies that timely modernising Air Traffic Management (ATM) and upgrading and expansion of airport infrastructure are critical to cater for growth in traffic and to ensure efficient use of airspace and airports. Use of modern technology is key for modernization. Following of the ICAO Aviation System Block Upgrade principles will be a catalyst in that regard. Although investing in ATM and airport infrastructure from a business perspective is not always well articulated, proceeds thereof are beneficial to the airport users and the national economy rather than to the investor (Air Navigation Service Provider - ANSP) himself. ATM and airport investments have longer lead-time requiring long-term planning and stability and in this respect the Policy underscores that ANSP shall operate as normal businesses within performance-driven framework based on solid business ethics encouraging stable, long term investments.

The policy highlights that Flexible Airspace Access solutions, including impact assessments, should be collaborative and respectful of the needs of all air transport stakeholders.

It also highlights the need for encouraging internship-style programs in conjunction with conventional aviation training centres to develop much needed next generation of aviation professionals. Industry could provide more realistic experience in partnership with both governmental and non-governmental education centres so as to ensure that future needs of

aviation professionals would be adequately be made available in order for the unimpeded growth of the sector.

The policy identifies that the development of aerodromes in underserved or remote regions creates employment and economic activity resulting in greater connectivity and social integration to national economy.

It is also important that revenues generated from charges levied on aviation activities to be more dedicated to funding key components of a sustainable aviation system.

Holistic view of infrastructure planning is key and it is necessary to take into account unique needs of all users in order to benefit comprehensively from wider range of aviation activity in localities around the country.

2. Acknowledgements

The Government of Sri Lanka (GoSL) would like to thank all stakeholders for their valuable input and active participation in the discussion sessions held in connection with this policy.

The GoSL is grateful to the final drafting committee consisting of The Ministry of Transport & Civil Aviation, Civil Aviation Authority of Sri Lanka (CAASL), Airport & Aviation Services (Sri Lanka) Limited (AASL), Attorney General's Department, SriLankan Airlines, Sri Lanka Air Force, Board of Airline Representatives (BAR), Sri Lanka Association of Airline Representatives (SLAAR) and Domestic Aviation Representatives for their fullest cooperation in finalizing the policy paper.

3. Introduction

3.1 The civil aviation industry is of national strategic importance to Sri Lanka as the country depends on air transport to link people valued cargo with the rest of the world. More importantly, civil aviation is a critical element in the country's economy. A safe, secure, efficient, regular and environmentally responsive aviation industry reinforces a range of trade, commerce, tourism and investment activities that would contribute significantly to our economic prosperity.

3.2 With the right policy initiatives, civil aviation can be the wheel that spins out economic opportunities by expanding the existing markets, opening new markets, driving productivity and improving competitiveness.

3.3 Civil Aviation's contribution to the Sri Lankan economy is undisputed, it adds a total of 297,500 jobs and USD 3 billion to Sri Lanka's GDP in 2015. Based on a recent IATA commissioned study that entails the Value of Aviation for Sri Lanka, this can potentially grow to 673,100 jobs and USD 7 billion to Sri Lanka's GDP in the year 2035.

3.4 Sri Lanka's Civil Aviation Sector has shown an average growth in passenger traffic, cargo movement, aircraft handling by 5.5%, 8.0 % and 7.7 % respectively during 2012-15. In 2015, nearly 8.5 million passengers and 215,032 metric tonnes (MT) of cargo were transported by air.

3.5 Further, the travel and tourism sector, substantially aided by the aviation sector, is a significant contributor to the Sri Lankan economy. In 2015, the sector contributed LKR 1,107.1 billion to Sri Lankan GDP (10.6% of total GDP), which is forecast to rise by approximately by 6.3% per year, and to around LKR 2,128.4 billion in 2026. The broader travel and tourism sector also supported approximately 793,000 total jobs (direct and indirect jobs) in Sri Lanka in 2015 (9.7% of total employment), which is forecast to increase by roughly 1.7% per year, and to around 949,000 jobs in 2026 (11.2% of total employment).

3.6 Future of Civil Aviation in Sri Lanka

- As a result of the development initiatives of the GoSL, especially in the tourism sector, passenger traffic (arrivals & departures) has been estimated to be about 21 million by 2035 from the present figure of 8.5 million[1] in Sri Lanka.
- Domestic air travel demand is predicted to increase to 337,000 passengers in 2035[2] from the current number of 137,000 persons. These numbers may even be higher with the country's tourism focus being more tuned towards upmarket tourists, who demand for safe, expeditious and comfortable travel.
- The industrial and trade and commerce policies of the GoSL aim to expand domestic production and market structure to gain maximum advantages from trade and commerce.

3.7 Prospects for Sri Lanka in the Asia Pacific Region and Globally

[1] Options study for Private Sector Participation for the Development of the Domestic Airport Sector in Sri Lanka, World Bank,2016

[2] Options study for Private Sector Participation for the Development of the Domestic Airport Sector in Sri Lanka, World Bank,2016

- The world's busiest international/regional air routes are located in the Asia Pacific region. Air traffic growth within the next 20 years will be driven by the Asia Pacific region. (36%[3] of global air traffic would be from the Asia-Pacific region by 2034 compared to 21% from Europe)
- Asia Pacific region is home to around 56% of the world's population with a rapidly expanding middle class. This region generates 31% of global GDP.
- The global aircraft maintenance, repair and overhaul industry (MRO) is estimated to grow to US $ 95 billion in 2024 from the present value of US $ 64 billion[4]. The Asia Pacific MRO market is expected to nearly double to approx. $32.2 billion by 2025. There will be a significant contribution from China and India to this growth with increased numbers of aircraft in operation. Meanwhile, the mega MRO hubs in the region such as Singapore, Hong Kong and China and Malaysia may reach saturation point.
- As global economies expand, airlines will take delivery of tens of thousands of new commercial jetliners. To meet this tremendous growth, Boeing, in its 2016 Pilot and Technician Outlook, projects a demand for nearly 1.5 million pilots and technicians over the next 20 years (2016 – 2035)[5]. The largest projected growth is in the Asia-Pacific region with 40%[6] of the global need coming from the region due to the growth of the single-aisle market, driven by low-cost carriers.

3.8 Sri Lanka has the potential to leverage the advantages from the regional and global aviation markets and transform its aviation sector into a catalyst for economic growth, including new employment. Therefore, it is vital for GoSL to support and encourage the development of the aviation industry in order to contribute to the economic prosperity of the country.

3.9 The objective of National Civil Aviation Policy is to aactively pursue the continuous liberalization of air transport industry to the benefit of all stakeholders and the economy at large, whilst ensuring the highest level of safety and security and the principle of fair and equal opportunity for all stakeholders

The policy outlined below lays out the steps that need to be taken in order to position Sri Lanka as a leading aviation and transport hub in the South Asian region.

4. Key Elements of the Policy

4.1 The National Civil Aviation Policy is based on the premise that airspace above Sri Lanka is a valued national asset which has a vast potential for economic development and social integration.

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[3] Asia Pacific Aviation Competitive Challenges & Growth Dynamics, Andrew Herdman, Director General, Association of Asia Pacific Airline

[4] ICF MRO Market Forecast & Trends – Asia Pacific March 9-10, 2016 Airline E&M: China & East Asia

[5] Boeing (NYSE: BA), "Boeing Forecasts Nearly 1.5 Million Pilots and Technicians Needed by 2035", accessed 20th October 2016, http://boeing.mediaroom.com/2016-07-25-Boeing-Forecasts-Nearly-1-5-Million-Pilots-and-Technicians-Needed-by-2035.

[6] Boeing (NYSE: BA), "Extraordinary demand for pilots, technicians, and cabin crew", accessed 20th October 2016, http://www.boeing.com/commercial/market/long-term-market/pilot-and-technician-outlook/.

4.2 The key elements of the Civil Aviation Policy are aligned accordingly to tap the full potential of the country's airspace, giving optimum freedom for its use for peaceful purposes that includes freedoms of the air recognized by the Chicago Convention (1944) as well as commercial, recreational, and educational activities with due regard to national security and GoSL's obligation under applicable international conventions for aviation safety, security, efficiency, regularity of civil aviation and its environmental concerns.

4.3 The key elements of the policy enumerated below are aimed at laying a sound foundation for elevation of Sri Lanka's position as a leading aviation and transport hub in the South Asian region.

4.4 Central to the envisaged creation of Sri Lanka as a leading aviation hub in the region is the need for capacity-unconstrained and efficient international airports and strong home based airlines. Accordingly, the designated national airline (s) and the main international airport (BIA), will be mainstreamed to overall economic development of Sri Lanka.

4.5 Implementation strategy of the Policy will focus amongst other aviation activities, on establishment and operation of world-class Aircraft Maintenance, Repair and Overhaul (MRO) facilities for all modern commercial aircraft types, state-of-the-art aviation training facilities, aerospace engineering services and manufacturing industries as well as enterprises engaged in aviation commerce (insurance companies, aircraft brokers etc) which will be promoted through legislation, where necessary, simplification of rules and procedures and by providing the required infrastructure facilities and services.

5. International Air Transportation

5.1 **Principles on accessibility**: GoSL is committed to the promotion of international air services in order to provide opportunities for creation of employment, trade and the development of trade, commerce and investment and tourism in particular. Towards the realization of this goal, the GoSL will commit to fair competitiveness and equal and open access in entering into air services arrangements with other States on the basis of reciprocity with a view to harnessing the economic, trade, commerce, tourism, religious and social benefits that would flow from the opening of new international aviation markets and/or expanding existing ones resulting in wider accessibility and connectivity.

5.2 **Exchange of traffic rights**: GoSL will be open and flexible in the exchange of commercial traffic rights with bilateral or multilateral partner States underscoring reciprocal and apparent benefits to Sri Lanka. Accordingly, applicable considerations for the grant of new traffic rights or enhancement of existing ones would include inter alia: –

a. Potential for accessing new tourist markets and/or expanding existing international aviation markets that generate tourist/business traffic to Sri Lanka;
b. Creation of new city pairs with which Sri Lanka has no existing direct air links;
c. Promotion of BIA as a hub airport whilst developing other local airports based on market demand;
d. Attracting and/or retention of reputed international carriers to Sri Lanka;

e. Reciprocal enhancement of traffic rights and/or commercial opportunities for carriers registered in Sri Lanka;
f. Promotion of international aviation system based on competition among airlines in the marketplace with minimum government interference and economic regulation
g. Expansion of international air service opportunities recognising that efficient and competitive international air services would enhance trade, customer care, and economic growth;
h. Making it possible for airlines to offer the travelling public and shippers a variety of service options [at the lowest prices that are not discriminatory which do not construe the misuse of a dominant position], and wishing to encourage individual airlines to develop and implement innovative and competitive prices; and
i. Ensuring the highest degree of safety and security in international and domestic air services whilst being gravely concerned and mindful of the acts or threats that may jeopardize the safety of aircraft and persons and property on board which may adversely affect the operation of air services, thus undermining public confidence in the safety of civil aviation

5.3 **Network Opportunities**: Every effort will be made to negotiate expanded network opportunities and improve market access for designated carriers of Sri Lanka to international aviation markets in accordance with the commitment of such carriers to the country and their future plans

5.4 **Route Capacity**: Traffic capacity / frequency available to Sri Lanka's designated airlines engaged in international air transportation in terms of the applicable Air Services Agreements will be maintained well ahead of foreseeable demand to enable the respective airlines to plan for the long term growth of Sri Lanka's aviation market.

5.5 **Designation of local airlines for international operations**: Designation of national airlines to participate in the operation of international passenger and/or cargo services under the existing and/or future Air Services Agreements shall be subject to such airlines meeting the applicable legal, technical, operational, administrative and environmental requirements that conform to applicable national legislation and international standards.

5.6 **Traffic Rights for local airlines**: A fair and transparent mechanism will be maintained for the allocation of available or potential traffic rights and slot allocation amongst local airlines for the operation of international passenger air services.

5.7 **Airlines' Principle Place of Business**: The GoSL will promote the Principal Place of Business (PPB) standards which is advocated by the ICAO, in the negotiation of new Air Services Agreements. The GoSL proposes to its existing Bilateral Air Service Partners to renegotiate the substantial ownership clauses in existing Air Services Agreements according to the PPB standards.

5.8 **Passenger Charter operations**: Charter operations by both local and foreign airlines will be encouraged with relaxed financial regulations but with no compromise in safety, security and environmental considerations which will be maintained in accordance with applicable guidelines and regulations of the Civil Aviation Authority of Sri Lanka (CAASL).

5.9 **Foreign Airline Representations in Sri Lanka**: Foreign airlines operating into and out of Sri Lanka will be permitted to operate to Sri Lanka either through a locally registered General Sales Agent or by the airline incorporating a limited liability company in Sri Lanka or operate directly with an irrevocable bank guarantee made out from a bank in Sri Lanka drawn in favour of the CAASL, of which the quantum is determined by them.

5.10 **Ground handling**: Subject to airport space safety, and security constraints, and also environmental concerns, airlines shall have the freedom to self-handle where permitted or to select from available Ground Handling service providers. The GoSL will ensure that the Ground Handling Services at International Airports are provided on competitive pricing.

5.11 **Code Share Agreements (CSA)** A Code-Share Agreement between two airlines allows one airline ('Marketing airline') to sell seats on a flight operated by another airline ('Administrating airline'), with the airline code and flight number of the marketing airline. This helps in seamless connectivity for passenger. In this regard, the Policy will be as follows:

a. Domestic Code-share Points within the country shall be liberalised within the framework of the Air Services Agreement (ASA).
b. Sri Lanka registered carriers will be free to enter into domestic code-share agreements with foreign carriers to any point in Sri Lanka available under the respective ASA.
c. For the designated carriers of Sri Lanka, international code-share arrangements with foreign carriers will be liberalized as per the provisions relating to code-share arrangements in the ASA with notice to CAASL within 30 days prior to the commencement of codeshare operations.

5.12 **Airlines' Expatriate Staff:** Airlines will be permitted to employ expatriate management/technical personnel based on sufficient justification and in accordance with applicable guidelines. In any event, a foreign airline may have two expatriate personnel in the commercial area, and two in technical areas. Any additional expatriate personnel may be employed subject to approval of the Director General of the CAASL.

5.13 **Use of Cabotage rights:** GoSL will allow foreign airlines operating into and out of Sri Lanka to operate into more than one international airports in Sri Lanka subject to commercial traffic rights between such international airports.

5.14 **Traffic Rights at Mattala Rajapakse International Airports (MRIA)**
GoSL will allow designated foreign airlines to exercise all nine Freedoms of the Air at MRIA in respect of carriage of passengers and freight, without any restriction.

6. Custom Duties

6.1 **Exemption from Custom Duty**: The GoSL will on the basis of reciprocity exempt a designated airline of a foreign State from Customs and Excise Duty, inspection fees and other national levies and charges (which are outside the cost of handling charges upon arrival), on aircraft, fuel, lubricating oils, consumable technical supplies, spare parts including engines, regular aircraft equipment, aircraft stores and other items such as

printed ticket stock, air waybills, any printed material which bears the insignia of the respective airline printed thereon and usual publicity material distributed free of charge by that designated airline which are intended for use or used solely in connection with the operation the respective air service or servicing of aircraft of the designated airline.

6.2 The exemptions granted by the foregoing article will usually apply to the items that are

a. introduced into Sri Lanka by or on behalf of the designated airline of the foreign State.
b. retained on board aircraft of the designated airline of foreign State upon arrival in or leaving the territory of Sri Lanka;
c. taken on board aircraft of the designated airline of foreign State within Sri Lanka and intended for use in operating the agreed services under respective Air Services Agreement; whether or not such items are used or consumed wholly within Sri Lanka, provided the ownership of such items is not transferred within Sri Lanka.

7. Taxation applicable to International Airlines

If reciprocal provisions are available in the applicable Air Services Agreements with a foreign State for the granting of similar rights and facilities for airlines registered in Sri Lanka; the following taxation policies will be applicable.

7.1 **Profits or income**: Profits or income from the operation of aircraft in international traffic derived by an airline of a foreign State including participation in inter-airline commercial agreements or joint business ventures, will be exempt from any tax on profits or income imposed by the GoSL;

7.2 **Capital and Assets**: Capital and assets of an airline of foreign State relating to the operation of aircraft in international services will be exempt from all taxes on capital and assets imposed by the GoSL ;

7.3 **Gains:** Gains from the alienation of aircraft operated in international services and movable property pertaining to the operation of such aircraft which are received by an airline of foreign State will be exempt from any tax on gains imposed by GoSL; and

7.4 **VAT:** Relief from Value Added Tax or similar indirect taxes on goods and services supplied to the airline designated by the foreign State and used for the purposes of its peration of international air services will be granted.

8. Domestic Air Services

8.1 **Investment in domestic airlines: The** GoSL supports the continuous development of a vibrant domestic aviation industry that would deliver economic and social benefits to the country. To this end, private sector investment in domestic airlines as well as aerodromes and other aviation facilities and services will be encouraged.

8.2 **Use of domestic aerodromes**: All domestic aerodromes except aerodromes exclusively used by military, will be maintained in accordance with the applicable civil aviation standards to promote domestic aviation. At aerodromes where military is present,

segregation of space, facilities and services will be made enabling unimpeded application of civil aviation requirements for the civil aviation operations.

8.3 **Construction of new aerodromes**: The construction of new domestic aerodromes will be pursued at locations based on tourism, trade, investment and commerce, industrial and religious centres. This will include construction of heliports and helipads and private sector participation in this respect is encouraged.

8.4 **Water Aerodromes:** The use of inland water bodies as water aerodromes will be encouraged and facilitated in consultation with relevant authorities in charge of such water bodies without prejudice to their primary use. Power to regulate all matters, inclusive of the charges levied at domestic airports, including water aerodromes and heliports/helipads used for civil aviation operations, will be vested with the CAASL.

8.5 **Regulation of domestic aerodromes:** Regulation of all matters inclusive of determination of charges at domestic airports used for civil aviation which includes water aerodromes and heliports/helipads will be vested in the CAASL.

8.6 **Multi-modalism:** In the process of the development of airports, the need for integrating facilities with other modes of transport such as rail, road and sea (multi- modal transport), to provide seamless travel will be pursued.

8.7 **Helicopter landing sites:** Construction of helicopter landing pads at selected locations in major cities and by the side of highways and expressways will be promoted, to facilitate efficient transfers including medical evacuation.

8.8 **Private aerodromes:** Construction of private airstrips, heliports and helipads will be permitted and encouraged subject to satisfying the applicable requirements published by the CAASL.

9. Maintenance, Repair and Overhaul Organizations (MRO)

The GoSL will take following measures in respect of the establishment and operation of MRO in Sri Lanka.

a. The tools and tool-kits used by the MRO will be exempted from Customs Duty. The exemption shall be given on the basis of the certification of the list of tools and tool kits certified by Quality Managers of aircraft maintenance organisations who have been approved by the Directorate General of Civil Aviation (DGCA).
b. The requirements of MRO such as parts, or orders from their client airlines will be facilitated through a similar process as in the case of tool kits on the basis of one-time approval by DGCA based on the certification by an approved Quality Managers.
c. To promote economies-of-scale, all parts imported for aircraft maintenance, repair or overhaul would be freed from duty.
d. Approval would be granted for MRO to import of unserviceable parts including aircraft components like engines and landing gears by MROs in advance of the commencement of the planned work.
e. Foreign aircraft brought to Sri Lanka for MRO work would be allowed to stay for the entire period of maintenance or up to 12 months, whichever is lesser, provided it undertakes no commercial flights during that period. The aircraft may, however, carry

passengers and/or cargo on their arrival and departure from Sri Lanka after maintenance /repair work.

f. VAT on MRO activities will be zero rated.
g. Adequate land at concessionary rates would be provided for MRO service providers at all airports where potential for such MRO services exists.
h. Airport royalty and additional charges will not be levied on MRO service providers for a period of five years from the date of approval of the policy.

10. General Aviation

10.1 **Development and Facilitation:** The GoSL recognizes the need for the development and facilitation of general aviation, private operations and recreational aviation, including aero sports whilst maintaining the required safety standards and security requirements to an acceptable level.

10.2 **Aero clubs**: Formation of rural or regional aero clubs to promote and administer recreational or educational aviation functions, activities or events would be encouraged.

10.3 Aviation fuel: Majority of aircraft engaged in general aviation uses aviation fuel called Av Gas which is presently imported by Ceylon Petroleum Corporation in barrels and made available to the operators. In order to reduce the cost of aviation fuel, the private operators will be permitted to import aviation fuel directly from the suppliers, subject to compliance with the quality control requirements.

10.4 **Recreational Aviation:** Recreational aviation including aero-sports in the country will be allowed with due regard to national security and safety. Operation of hot air balloons, gliders, para-gliders and ultra-light aircraft, etc. would be permitted subject to compliance with the code of conduct administrated by the CAASL.

10.5 **Operation of Drones / UAV /RPAS:** In view of the potential threat to safety and security of person and property and also to privacy of the members of the public, importation, assembly, manufacture, sale and operation of a drones, UAVs (unmanned aerial vehicle) or Remotely Piloted Aircraft Systems (RPAS) within Sri Lanka airspace will be strictly controlled through a process of issuing permits. In order to obtain approval for the operation of a drone, UAV or RPAS within Sri Lanka airspace an operator must file application with the local police at least 48 hours prior to the planned operation giving details inter alia, date, time and location of the proposed operation, Purpose, Equipment to be used, details of approval given for equipment by the CAASL, Identity and contact information of the operator. Operation of drones shall not pose an unacceptable threat to safety, security, privacy or the environment. Approval, once given, may be rescinded if it is determined that the information provided is incorrect or incomplete or if circumstances have changed and a determination is made that the planned operation is not in the community's best interest. Local police will reserve the right to immediately order the cessation of any operation which deems to cause hazard, interference with any equipment or activity in the area.

11. Stakeholder Participation in Aviation Development

The GoSL recognizes that there would be stakeholders who may be affected by proposed development of aviation related activities. Sri Lanka, being a Member State of the ICAO, GoSL would adhere to ICAO policy of effecting levies, principles of non-discrimination, transparency and cost-relatedness. In the determination charges, need to minimize costs of air travel would be emphasized. Accordingly the views of stakeholders would be sought and given due consideration.

12. Designation of Airspace for Special Use

Airspace of defined dimensions may be identified and designated by CAASL in coordination with Ministry of Defence for promotion of all or selected facets of the aviation spectrum, with minimum regulatory interventions.

13. Off-shore operations

Establishment of helicopter services to engage in off-shore operations to support off-shore installations and sea-going vessels including search and rescue operations will be encouraged and facilitated giving due consideration for national security and public safety requirements or other concerns where necessary.

14. Airport Infrastructure

14.1 **Airport development**: Development of airport infrastructure is essential for the growth of the civil aviation and tourism sectors. Action will be taken to develop and maintain all existing and proposed domestic and international airports in Sri Lanka according to required standards and the foreseeable demand based on traffic forecasts.

14.2 **Second Runway at Bandaranaike International Airport**: A parallel runway which is well spaced with the existing runway at Bandaranaike International Airport will be constructed at an appropriate location paving way for independent and simultaneous operations of both runways aiming at enhancing both handling capacity, efficiency and productivity of aircraft movements of the international airport.

14.3 **Dialogue with local communities**: In the development of new airports or renovation or expansion of existing airports, the GoSL will ensure that systematic planning, designing, development, implementation, operation and maintenance will take place through close coordination and proper dialogue with the Statutory Service Provider; Airport and Aviation Services (Sri Lanka) Limited (AASL) and all other parties concerned. AASL would maintain effective and continued dialogue between local communities, aviation stakeholders and airport developers with AASL will be maintained during infrastructure development.

14.4 **Regional airports**: The GoSL will work towards setting up and operating four (4) regional airports covering the North, East, South and West of Sri Lanka with a view to improving connectivity both internally and externally.

14.5 **Segregation of space**: Other than at domestic airports which are exclusively used by Sri Lanka Air Force for security reasons, all domestic airports shall be made available for

joint civil/military use with clear segregation of civil and military activities. In this context, areas for civil and SLAF operations would be clearly separated and demarcated. Allocating of land in the civil area, on long-term lease, for prospective investors would be optional for the purpose of setting up and operation of civil aviation infrastructure. In all civil/military joint airports, civil standards will be applied and maintained.

14.6 **Domestic terminal**: Domestic terminal facilities would be made available in international airports to accommodate passenger transfers to and from domestic airports in the country to strengthen and ensure effective domestic networks.

14.7 **Low cost terminals:** The GoSL recognize the value of the economic contribution made by the low-cost carriers, who operate on the principle of minimizing the cost whilst maximizing the productivity and efficiency. In order to enable the business model of low cost airlines, the GoSL will facilitate / encourage the construction of low cost terminals at international airports.

15. Airport Master Plan

15.1 All airports engaged in civil aviation operations will have a Master Plan which would outline the development strategies and options for its optimum use including the plans for abutting lands. Airport master plans are aligned with traffic forecasts to develop in phases, in order to balance capacity and demand. A business case with capital costs, timeframes, and other consideration such as airspace capacity and environmental impacts are considered from an early stage. A work stream partner requirements will also be included.

15.2 Therefore, future infrastructure needs for airports will be addressed through properly coordinated and integrated Airport Master Plans recognizing the importance of airports as a key element of the national economic infrastructure.

16. Air Cargo Trans-shipment

16.1 **Air Sea Cargo:** The air cargo industry is largely dependent on trans-shipment and it is necessary to promote cargo processing and trans-shipment of air cargo. Therefore, the development of air cargo handling facilities and storage capabilities will be planned and integrated with the handling of sea cargo in coordination with Ports Authorities and other concerned stakeholders such as Sri Lanka Customs and Freight Forwarding Agents.

16.2 **Regulated Agents:** The concept of Regulated Cargo Agent will be introduced so that cargo containerized at a Regulated Cargo Facility will no longer be subjected to security checks at the airports, minimizing the ground delays in handling them at the airports. Freight Forwarders and Cargo Agents who would be willing to make use of this facility will be brought under regulatory system by issuing them with a License by the CAASL.

16.3 **Global Supply Chain**: The focus will be given to the promotion of value addition of air cargo trans-shipment which is a part of the global supply chain. Cargo charter carriers will also be encouraged to operate with the approval of the CAASL.

17. Land Use Planning

17.1 **Effective use of airspace**: Land use planning is essential to optimize the use of limited land resources surrounding the aerodromes/ water aerodromes / heliports. Therefore, particular emphasis will be placed on demand and future passenger and cargo growth forecasts. Proper land use planning will be carried out for effective use of such airport infrastructure and its environs.

17.2 **Obstacle Limiting Areas and Surfaces**: Airspace associated with airports including the certified government controlled water aerodromes and heliports will be preserved by establishing an effective enforcement of obstacle limiting areas and surfaces (zoning requirements) according to applicable international safety standards laid down by the International Civil Aviation Organisation (ICAO).

17.3 **Private water aerodromes / heliports**: With regard to water aerodromes or heliports owned or operated by private parties, the responsibility of preserving the required Obstacle Limiting Areas and Surfaces shall rest with the respective owner or operator of the water body or heliport, in liaison with the owners of land abutting the facility. In the event, the requirements of Obstacle Limiting Surfaces are infringed by surrounding constructions after certification of an aerodrome, the validity of aerodrome certificate or heliport certificate will become null and void.

18. Air Space Management

18.1 **Airspace**: Recognizing that Sri Lanka's airspace is an invaluable public asset which has immense potential for socio economic growth, the effective and efficient management and use of air space for civil aviation purposes will be ensured with due regard to national security and safety.

18.2 **Flexible use of airspace**: The GoSL will adopt flexible use of airspace depending on the operational needs instead of curtailing civil use of airspace permanently. Accordingly, currently established permanent restricted areas and prohibited areas will be done away with and new areas will be established for aviation subject to national security requirements.

18.3 **Linkage with Global Air Navigation Plan**: The GoSL supports the implementation of international best practices in Air Traffic Management within Sri Lanka's airspace to provide a safe and efficient service, in line with the Global Air Navigation Plan of the ICAO which is supplemented by Aviation System Block Upgrade (ASBU). This will be achieved by developing a coordinated national air traffic management programme with the CAASL, AASL, designated national airlines and SLAF, having due regard to the safety of the traveling public, optimization of economic gain for the country and national defence requirements. GoSL will support and facilitate flight operations on user defined trajectories in keeping with international standards and applicable regional air navigation plans and commitments. The ICAO Global / Regional Air Navigation Plan will be used as the basis for planning, designing, equipping and managing Sri Lanka's airspace. Accordingly, Sri Lanka's airspace will be managed keeping pace with ICAO advocated

policy of Aviation System Block Upgrade (ASBU), which expands for a time horizon of 20 years effective 2008.

18.4 **Provision of Air Traffic Control Service**: Provision of Air Traffic Control Service at all airports where civil flights operate to, shall be made by Air Traffic Controllers holding appropriate Air Traffic Control (ATC) Licenses issued by Director General of Civil Aviation (DGCA).

18.5 **Airspace classification**: Further to the concept of open airspace policy by the CAASL, a procedure is required to be laid down to maximize the opportunities afforded by this policy within the country while recognizing the establishment of air space classes including air corridors within the Colombo city and international airways.

19. State Aviation Safety Programme (SASP)

19.1 An acceptable level of freedom from risk when engaged in aviation activities is the corner stone of aviation safety. A State Aviation Safety Programme will thus be developed in line with international standards and industry best practices and implemented as a measure of fulfilling the State's obligation for effective safety oversight of aviation activities of Sri Lanka.

19.2 **Place Holder Organization**: The designated Place Holder Organization responsible for the development, implementation and maintenance of State Aviation Safety Programme will be the CAASL and it will be provided with necessary human and financial resources for the effective implementation of the State Aviation Safety Programme in commensuration with the size and complexity of the local aviation industry.

19.3 **State Aviation Safety Coordination Platform**: State Aviation Safety Coordination Platform will be established with participation from all relevant State aviation regulatory and administrative organizations. This mechanism may be in the form of a committee headed by the Secretary to the line Ministry. Its function is to coordinate the implementation and subsequent administration of the SASP amongst the various State aviation regulatory and administrative organizations to ensure that the development, periodic review and decision and policy making pertaining to SASP activities such as safety policy, safety indicators, enforcement policy, safety data protection & sharing, SMS regulatory requirements, internal SSP review and findings, etc are carried out in an integrated and coordinated manner. This on-going SASP platform should involve senior management of the various organizations, with the SASP Accountable Executive as the coordinator.

19.4 **Human and Financial Resources:** The CAASL's technical competency and operational capability which is vital for it to be an effective safety regulator will be ensured by providing requisite financial resources and necessary administrative flexibility. This will include the authority to effect necessary organizational and structural reforms including employment of the skilled human resources required at competitive remuneration levels to satisfy the State's obligations and meet the current and expanding industry demands, pertaining to aviation safety.

19.5 **Technical Competence**: The CAASL's capacity to plan and act strategically in response to growth and changes in the global aviation industry will be reinforced with adequate administrative arrangements. The CAASL's capabilities in development, introduction and enforcement of technical standards and regulations will be strengthened and its capacity in supporting an expanded surveillance programme will be enhanced.

19.6 **Regulation of the industry**: The mandate of CAASL to certify and regulate the operations of international and domestic air operators and other aviation service providers such as Airport Operators, Maintenance and Repair Organizations, Training Organizations and Aerospace Manufacturing Organizations etc, will be strengthened to ensure that safety standards formulated by the CAASL in accordance with accepted international standards are complied with.

19.7 **Safety Management Systems (SMS)** The local aviation industry is required to comply with formulated safety standards and is encouraged to develop systems to establish, maintain and update Safety Management Systems (SMS) in accordance with the requirements published by the CAASL.

19.8 **Safety culture**: The GoSL will promote the creation of a sound 'safety culture' amongst aviation entrepreneurs and insist on implementation of appropriate Safety Management Systems (SMS) in the respective areas they are engaged in, conforming to the State Safety Programme of the CAASL. A culture of self-reporting by operators and service providers in a non-punitive environment will be encouraged affirming the obligation of Air Operator Certificate (AOC) holders and certified operators to notify the CAASL immediately of any failures in safety compliance.

19.9 **Protection of Safety Data:** Arrangement will be made in an SSP-SMS environment, the State's regulatory enforcement policy and procedures (in an SSP-SMS environment) to ensure that no information obtained from a voluntary/ confidential reporting system or equivalent restricted operational data monitoring systems operating under an SMS will be used for enforcement action. Safety data will not be disclosed for any purpose other than the purpose of aviation safety promotion unless a court of law decides otherwise.

19.10 **Aircraft Accident and Incident Investigation Bureau**: A separate and independent Bureau for the conduct of investigations on aircraft accidents and serious incidents will be established.

19.11 **Aviation Disaster Management Plan**: Action will be taken to develop and implement an Aviation Disaster Management Plan in coordination with the relevant authorities responsible for national disaster management. In order to maintain the highest standards in safety investigations, the principle of the independence of investigations of accidents and major incidents will be protected and upheld. This will include development of an Aeronautical Search and Rescue Plan that will address the needs of search and rescue obligation of the State in respect of aircraft in distress within the airspace that is delegated to Sri Lanka for provision of air navigation services. It will also include Public Health Emergency Response requirements at airports.

20. Aviation Security

20.1 Aviation Security is defined as safeguarding civil aviation against acts of unlawful interference. This objective will be achieved by a combination of measures and human and material resources.

20.2 The GoSL maintains a zero-tolerance policy with regard to "air rage" and an act by any person which may endanger an aircraft, its passengers and/or crew, will be prosecuted under domestic and/or international law.

20.3 In conformity with applicable international conventions and domestic legislation, all necessary steps will be taken to ensure that aviation is safeguarded against acts of unlawful interference by terrorists and other perpetrators of violence against aircraft or airports.

20.4 Priority will be given to the consistent implementation of the approved National Civil Aviation Security Programme (NCASP). Timely action will be taken to affect the necessary amendments to the NCASP based on periodical threat assessments to ensure measures of control commensurate with the risk factor.

20.5 The regulatory agency for aviation security of the State will be the CAASL. The CAASL is required to ensure that surveillance of all civil aviation security functions is conducted by a quality control mechanism. All stakeholders performing aviation security functions should manage their tasks by an internal quality control system.

20.6 Steps will be taken to ensure implementation of aviation security measures and controls stipulated in the NCASP on a continuous basis and to a consistent standard. All civil airports and aerodromes shall maintain Aviation Security Services certified by the CAASL.

20.7 Adequate training for all personnel involved in civil aviation security in conformity with the National Civil Aviation Security Training Programme will be carried out.

20.8 Civil aviation security measures and requirements will be integrated into the architectural design and construction of new facilities and alterations to existing facilities at airports and aerodromes.

20.9 In order to ensure passenger confidence and convenience and to avoid an uneasy environment at airports, action will be taken to provide better information to the traveling public regarding screening processes together with appropriate signage. Effective screening technologies and techniques where appropriate will be introduced to improve passenger convenience and address security concerns, with due regard to individual privacy. In partnership with the industry, guidance for handling complaints, screening passengers with special needs and other aspects of the screening process will be developed.

20.10 To be in readiness for unforeseen aviation security contingencies, an Airport Security Contingency Plan will be developed with agencies responsible for national security and regularly updated. Action will also be taken to establish a fully equipped Emergency Operation Centre to meet any security contingency.

21. Civil-Military Coordination

21.1 The GoSL recognizes that the Sri Lanka Air Force (SLAF) has valuable assets in terms of skilled personnel, equipment and infrastructure to provide supporting services such as search & rescue operations, which could be shared for the benefit of the country's aviation sector.

21.2 The GoSL recognizes that the Sri Lanka Navy has qualified Naval personnel to engage in water rescue missions in the event of an aircraft alighting on water and in addition, to look after the water borne security during the arrival and departure of VVIP aircraft.

21.3 A Joint Civil-Military Coordination Committee will be established with a view to facilitating a harmonious working environment, where unimpeded civil aviation operations will take place in close coordination and cooperation with the military.

22. Facilitation at Airports

22.1 The GoSL recognizes that Airport Facilitation consists of the efficient management of the flow of passengers, baggage, cargo and mail through the airport facilities, ensuring that services are delivered in a healthy, safe and secure environment, and meeting and exceeding when possible the needs and expectations of customers. This should be applicable for all scenarios, during good days and bad days, under normal operations and situations of flight disruption.

22.2 Passenger facilitation is not just achieved by airport operators in isolation. It requires a high level of interaction and coordination with partners and stakeholders that are responsible for the different steps of the end to end passenger process, from the time of booking to the time the passengers arrive at their final destination.

22.3 The GoSL will establish a National Air Transport Facilitation Committee (NATFC) comprising the Head of Organization of the agencies involved and headed by the Secretary to the line Ministry with a view to securing aforementioned objectives and to help airports improve their terminal flows and processes by providing a set of recommendations, guidelines and best practices, together with measuring and benchmarking opportunities provided through the Airport Service Quality (ASQ) programmes.

23. Human Resources Development

23.1 The GoSL recognizes the importance of a trained, qualified, experienced and skilled aviation workforce to steer the industry forward, safely and professionally. In this context, the GoSL will join hands with the ICAO in promoting Next Generation Aviation Professional (NGAP) Programme in Sri Lanka whereby future human resources are identified and appropriate training provided.

23.2 To this end the GoSL will encourage the development of Aviation Training Centres capable of delivering a variety of training programmes related to the field of aviation. Training in the areas of flying, aircraft maintenance, airport related technical areas, safety management systems, aviation security, airline and airport marketing, aviation economics, airport master planning, human resource development and aviation law will be accorded the highest priority.

23.3 Training establishments are thus encouraged to share synergies and benefit from each other's resources in order to optimize the quality of training and to gain international acceptance through certification and accreditation by leading international training establishments.

23.4 All aviation related organizations will be required to address training needs through a comprehensive training plan for employees and implement it through systematically designed training programmes, by induction and in-service training.

23.5 It is necessary to have in place a National Plan for career succession in civil aviation starting within schools to create awareness among the younger generation and assist in defining career pathways from school into aviation related occupations.

23.6 Action may be taken to include aviation in the school and vocational & training curriculum and will be included in the university education with a view to upgrading aviation studies leading to degrees in civil aviation.

23.7 Industry partners will be required to facilitate this education process by providing in-house/industrial training and internships for undergraduates following aviation degree programmes conducted by the universities and other aviation institutions.

23.8 A National Civil Aviation Training Co-ordination Centre will be set up with a view to marketing local aviation training facilities and services.

23.9 Scholarship programmes will be arranged under the ICAO Third Country Training Programme so that more foreign students are attracted through the Foreign Ministry and the Department of Commerce under joint trade agreements with other States.

23.10 A special fund will be set up to initiate, channel and facilitate local and foreign training for civil aviation related skills development projects and improvement and upgrading of training facilities in the private sector.

24. Public Private Participation and Investment Promotion

24.1 The GoSL supports a competitive environment for aviation related businesses such as multiple ground handling service providers, airline caterers, suppliers of aviation fuel and lubricants at airports in line with demand for such facilities while giving due regard to existing commitments and national interests.

24.2 Opportunities for the setting up of Aircraft Maintenance, Repair and Overhaul (MRO) facilities will be provided to potential investors in accordance with the international safety standards such as EASA (European Aviation Safety Agency) and FAA (Federal Aviation Administration).

24.3 Foreign investment up to a 90% of share capital in public-private partnerships (PPPs) for the development, operation and maintenance of new civil aviation related projects and/or new airports / heliports/ water aerodromes will be permitted. Foreign investment and PPPs in areas such as establishment and operation of airlines, maintenance, repair and overhaul organizations, manufacturing organizations, catering and aviation training centre's etc... will be encouraged in accordance with applicable laws, regulations and guidelines.

25. Consumer Protection

25.1 While the GoSL is committed to ensure safety, security and sustainability of the aviation sector through the use of technology and effective monitoring, action will also be taken to implement and enforce an Airline Accident Victim Relief Programme which is the responsibility of the respective airlines to provide relief to the victims and survivors of aviation accidents and next of kin to meet their immediate needs.

25.2 Provided that where any airline operating to/from or through Sri Lanka already includes and maintains compensation benefits for injury and/or loss of life in accordance with applicable international standards as part of its Conditions of Carriage (CoC), such airline(s) shall be excluded from the ambit and purview of the proposed Airline Accident Victim Relief Programme, as contemplated in the preceding paragraph in order to prevent dual exposure of airlines to liability for injury and /or loss of life and/or damage to property.

25.3 The GoSL will take measures to prevent unfair trade practices of airlines and safeguard the common interests of the industry.

25.4 GoSL recognizes the need to protect air transport consumers and will take appropriate measures to safeguard their rights of air transport consumers by introducing necessary rules that includes but not limited to denied boarding situations and flight delays or cancellations.

26. Regulation of air cargo industry

The GoSL recognize the potential of air cargo transport to meet the need for efficient connectivity of distant markets for expeditious and reliable means for global supply chain. In this context, the GoSL will completely liberalise the carriage of cargo by air, without any limitation whatsoever. It will also facilitate the air cargo handling procedures in line with the applicable international conventions.

27. Access for Persons with Reduced Mobility and Special Needs

The GoSL recognizes the difficulties experienced by people with reduced mobility and special needs in accessing air travel. This strategy will involve a range of measures adopted from the best international aviation industry practices, underpinned by a commitment to more consultations on reduced mobility issues with relevant parties in keeping with international obligations undertaken by the GoSL.

28. Multi Modal Transportation

28.1 The GoSL will promote multi modal transportation wherever possible to enable the growth of the industry and the national economy.

28.2 The airport infrastructure will be integrated with other modes of transport such as, rail, road and sea ports where possible.

29. Environmental Safeguards

29.1 The GoSL recognizes the importance of addressing the negative impact of aviation activities on the environment and the need to take appropriate mitigation measures.

29.2 Accordingly, the GoSL will implement the ICAO-approved basket of measures, including GMBM (Global Market Based Measures).

30. International Conventions

In the fulfilment of its international obligations, the GoSL will also take steps to accede to International Conventions and Instruments as deemed applicable and necessary, including the Montreal Convention (1999) and Cape Town Convention (Aircraft Protocol).

31. Taxation and Related Issues

The GoSL will take it into account industry stakeholder views as well as the development of the aviation industry in Sri Lanka in its taxation policy.

32. Implementation, Monitoring and Amendment of the Policy

32.1 The GoSL will ensure that there shall be a review mechanism to monitor the implementation of this policy document.

32.2 The GoSL shall also ensure that this policy will be updated in a timely manner to keep pace with the technological advancement and industry development.

33. Glossary

Table of Acronyms

Acronym	Title
GoSL	Government of Sri Lanka
ICAO	International Civil Aviation Organisation
CAASL	Civil Aviation Authority of Sri Lanka
AASL	Airport & Aviation Services (Sri Lanka) Limited
BIA	Bandaranayke International Airport
PPB	Principal Place of Business
PPP	Public Private Partnership
DGCA	Director General of Civil Aviation Authority of Sri Lanka
SMS	Safety Management Systems
SLAF	Sri Lanka Airforce
ASBU	Aviation System Block Upgrade
ATC	Air Traffic Control
AOC	Air Operators Certificate
NCASP	National Civil Aviation Security Programme
VVIP	Very Very Important Person
NGAP	Next Generation Aviation Professional Programme
EASA	European Aviation Safety Agency

FAA	Federal Aviation Administration
CoC	Conditions of Carriage
GMBM	Global Market Based Measures
MRO	Maintenance, Repair & Overhaul

SriLankan

MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF SRILANKAN AIRLINES LTD HELD ON 30TH AUGUST 2010 AT 3.00 P.M. AT LEVEL 26, EAST TOWER WORLD TRADE CENTRE COLOMBO 01.

Present:

Mr Nishantha Wickremasinghe	-	Chairman
Mr Nihal Jayamanne PC	-	Director
Mr Kapila Chandrasena	-	Director
Mr Shameendra Rajapaksa	-	Director
Mr Manilal Fernando	-	Director
Dr Chris Nonis	-	Director
Mrs W A Nalani	-	Observer/Bank of Ceylon
Mrs. Mildred Peries	-	Company Secretary

By Invitation:

Mr Manoj Gunawardena	-	Chief Executive Officer
Capt Druvi Perera	-	Head of Flight Operations
Mrs Pradeepa Dahanayake	-	Head of HR
Mr Mohamed Fazeel	-	Head of Worldwide Sales & Cargo
Mrs Priya Epitawela	-	Manager Advertising
Mr J D Banadaranayake	)	Chairman/Director General BOI
Mr S A Chandrasekera	)	Consultants
Mrs M Gunasekera	)	

c) Business Plan 2010/11 to 2014/15

The Chairman informed the Board that he had appointed the following team to evaluate the responses received with regard to the RFP 's received for the review and validation of the Business Plan

How RFP obtained?

Mr Nihal Jayamanne PC – Director
Mr Manilal Fernando - Director
Dr Chris Nonis - Director
Chief Executive Officer
Head of Finance

The CEO informed the Board that the Fees for this exercise ranged between USD 400,000 to 500,000 and a time frame of approx 08 weeks.

Mr Manilal Fernando recommended that CEO and Head of Finance should initially shortlist 04 of the most responsive bidders and forward same to the team with copies of their detailed bids to enable the parties to make a pitch to the members of the team.

MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF SRILANKAN AIRLINES LTD HELD ON 21st OCTOBER 2010 AT 3.00 P.M. AT LEVEL 26 EAST TOWER, WORLD TRADE CENTRE, COLOMBO 01.

Present:

Mr Nishantha Wickremasinghe	-	Chairman
Mr Nihal Jayamanne PC	-	Director
Mr Kapila Chandrasena	-	Director
Mr Shameendra Rajapakse	-	Director
Mr Manilal Fernando	-	Director
Dr Chris Nonis	-	Director
Mrs W A Nalani	-	Observer/Bank of Ceylon
Mrs. Mildred Peries	-	Company Secretary

By Invitation:

Mr Manoj Gunawardena	-	Chief Executive Officer
Mr Yasantha Dissanayake	-	Head of Finance
Mr Priyantha Rose	-	Actg. Head of Engineering
Capt. Druvi Perera	-	Head of Flight Operations
Mrs Rohini De Silva	-	Manager HR/Representing HHR

c) **Business Plan 2010/11 to 2014/2015**

A Note titled 'Business Plan Review' from the committee of Directors dated 19 October 2010 was discussed.

The Board approved in principle the recommendation made by the committee to appoint Messrs VIA Capital as Consultants to review the Business Plan subject to a verification of references at a total negotiated fee of USD 450,000/-. CEO was requested to brief Chairman on the response and proceed with the award.

Business Plan Review

Presentations were made by the following short-listed Consultancy Firms in the presence of:

1.	Mr Nihal Jayamanne	-	Director
2.	Mr Manilal Fernando	-	Director
3.	Dr Chris Nonis	-	Director
4.	Mr Manoj Gunawardena	-	Chief Executive Officer
5.	Mr Yasantha Dissanayake	-	Head of Finance

1. **S H & E**
   Have the best credentials for this type of work in the airline industry. However, the time commitment of 50 man days is less than what is proposed by others. This is also reflected in their pricing.

2. **Seabury Aviation**
   Seabury is a widely accepted in the aviation industry as a leading consultant providing various services to the airline industry. Can be used for activities that would follow the Business Plan review such as selection of aircraft and presentation to Bankers/ Export Credit Agencies. Time and commitment of senior staff is adequate for the consultancy.

3. **Via Capital/InterVistas**
   The most comprehensive presentation covering all aspects of the mandate was made by this team. The work done on similar projects have been performed by personnel now working at InterVistas who were employed at other organisations (mainly at SH & E). Time commitment is high compared to the others. The lead consultant Dr. Emre Serpen (who made the presentation) has many years experience in this type of work.

4. **Ascend**
   Well known in the aviation industry for providing range of aviation related services. However, their understanding of the project and commitment of the people involved was not satisfactory compared to the other parties.

Selection Process

Pursuant to the presentations made, Seabury Aviation & VIA Capital were short listed for final evaluation. These two parties were considered superior to the other two based on commitment to the project and understanding of all the key aspects of the airline and its business plan.

However, VIA Capital was selected as the most suitable based on:-

1) The experience and knowledge of the key Consultant, Dr Emre Serpen who made the presentation on behalf of VIA Capital/InterVistas.

2) The time allocated for the consultancy was substantially higher than Seabury. (1885 hours for VIA over a 10 week period compared to approximately 900 hours for Seabury over a 7 week period).

The fee quoted by VIA Capital is as follows.

		USD
1)	Fixed Fee	409,325
2)	Data	40.000
3)	Out of Pocket Expenses	59,500
		499,825

450,000/-

Mr Manilal Fernando undertook to discuss the financial terms with VIA Capital (together with Chief Executive Officer and Head of Finance) and he will brief the Board of Directors of the outcome.

19 October 2010

VP Fernando

SriLankan

MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF SRILANKAN AIRLINES LTD HELD ON 27th JUNE 2011 AT 3.00 P.M. AT No 28 DE VOS AVENUE COLOMBO 04.

Present:

Mr Nishantha Wickremasinghe	-	Chairman
Mr Nihal Jayamanne PC	-	Director
Mr Kapila Chandrasena	-	Director
Mr Shameendra Rajapakse	-	Director
Mr Manilal Fernando	-	Director
Dr Chris Nonis	-	Director
Mrs W A Nalani	-	Observer/Bank of Ceylon
Mrs. Mildred Peries	-	Company Secretary

By Invitation:

Mr Manoj Gunaward ena	-	Chief Executive Officer
Mr Kamal Nanayakkara	-	Head of IT
Mr M Fazeel	-	Head of Commercial Operations
Mr Yasantha Dissanayake	-	Head of Finance
Mr Priyantha Rose	-	Head of Engineering
Mr Navin De Silva	-	Head of Flight Operations
Mr Chanaka Olagama	-	Head of Service Delivery
Mrs Priyani Abeyasekera	-	Senior Manager Corporate Affairs

b) **Business Plan 2011/12 to 2014/15**

The Board was informed by Mr Chandrasena/Director-CEO that the Business Plan has been accepted by the Senior Management Team subject to a revised financials of the fuel costs and its impact on the profit during the term of the Plan. Mr Chandrasena/Director-CEO also stated that the fundamental modalities of the Business Plan prepared by SLA and by the Consultants were similar.

Accordingly the Board approved the implementation of the Business Plan for 2011/12 to 2014/15.

Arising from the discussions on the B/Plan the Board agreed in the short term to pursue the recommendation for equity infusion by the GOSL and also the proposal to replace 4 engine aircraft with 02 engine aircraft. The Board mandated the CEO to pursue the options provided by Boeing and Airbus respectively.

000515

SriLankan

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF SRILANKAN AIRLINES LTD HELD ON 01 MARCH 2013 AT 12 NOON IN THE CONFERENCE ROOM AT THE HON SPEAKER'S RESIDENCE, BATTARAMULLA

Present:

Mr Nishantha Wickremasinghe	-	Chairman
Mr Kapila Chandrasena	-	Director/CEO
Mr Nihal Jayamanne PC	-	Director
Mr Shameendra Rajapaksa	-	Director
Mrs Lakshmi Sangakkara	-	Director
Mrs. Mildred Peries	-	Company Secretary

By Invitation:

Mr Yasantha Dissanayake	-	Head of Finance

Excused:

Mr Manilal Fernando	-	Director
Mr Sanath Ukwatte	-	Director
Mr Susantha Ratnayake	-	Director

13/03/02 **Wide-body Fleet Replacement Program**

Board paper ref CORP/2013/02spl/23 titled 'Wide body fleet Replacement program' together with the attached annex's and dated 28 February 2013 from the CEO/COO/HOE and HOF and the Presentation titled 'Five year Market Outlook 2012-2017 with attachments titled 'SriLankan Airlines –Business Plans/'Aircraft requirement for Sri Lanka Market/Wide body fleet Renewal/2011/12 Performance Analysis/2013 Initiatives to bridge bottom line deficit'.

A presentation on the five year market outlook, aircraft requirement for the Sri Lanka market together with the Business plán was made to the Members of the Board by the CEO.

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The CEO in his presentation demonstrated the need for growth and the number of wide body aircraft as set out at the last Board Meeting. He further explained and highlighted the macro level impact on passenger demand, the five year forecast together with the projected profitability of the Airline for the next 3 years based on current performance and planned improvement measures.

The Head of Finance presented the cumulative cash requirement of the Company which included USD 80 million required for the Wide body Fleet Replacement program assuming that a Sale & Lease Back of 06 A 330-300 Aircraft is pursued immediately.

The Board Members present approved in principle the recommendation made as set out below and agreed that formal approval must also be sought from all the Members of the board.

1. Seek Cabinet Approval for the Fleet replacement exercise

2. Consequent to obtaining cabinet approval, execute a MOU with Airbus and Rolls Royce before the 31st of March 2013 in order to secure the slots for delivery in 2014.

3. Purchase six (6) A330-300 aircraft powered by Rolls Royce Trent 700 engines for delivery commencing in the last quarter of 2014 to 2015.

4. Pursue a sale and lease back of all six (6) A330-300 aircraft immediately.

5. Purchase four (4) A350-900 aircraft powered by Rolls Royce XWB engines delivery to commence in 2020/2021.

6. Source for an additional three (3) A350-900 aircraft on lease to be delivered in 2017 as replacement for four A330-200 aircraft.

7. Pursue a sale and lease back of the four (4) A350-900 aircraft and/or ECA financing.

The CS was requested to circulate the board paper and the presentations including the cash flow projection discussed at the meeting to all the members of the Board.

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01 | 03 | 2013

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BOARD PAPER **CORP/2013/02sp./23**

WIDE BODY FLEET REPLACEMENT

PURPOSE

To furnish the Board with the additional information requested, pursuant to the presentation on the Wide body Fleet Replacement Program made to the Board on 26th February 2013 (attached) and subject to having received approval in principle for the exercise.

BACKGROUND

Vide Board paper ref FIN/2012/01/04 titled 'Consultancy Services for Aircraft re-fleeting program' and dated 11 January 2012 from the Head of Finance, Head of Engineering and Senior Manager Corporate Affairs, the Board at its meeting held on 23 January 2012 approved the appointment of Seabury as consultants for the wide body fleet replacement exercise to advise the Company on its need to expand its fleet and fleet requirements, aircraft/engine selection, evaluation and negotiation.

Further pursuant to Board paper ref CORP/2012/07/54 titled 'Re-Fleeting SLA' and dated 15th August 2012 from the Chief Executive Officer the Board at its meeting held on 28th August 2012 appointed a working group comprising the CEO, COO, HOF and HOE to source for suitable aircraft for the Airline. The CEO at this meeting informed the Members of the Board that a RFI/ RFP will be prepared with the assistance of the Consultants. The Board was also of the view that the Company should not wait until 2017 to source for replacement aircraft for the A330's and that this exercise should commence immediately in order to source aircraft to replace A330's together with the aging fleet of A340's in order that the Company obtains newer aircraft on better financial terms with a view to reducing operating costs.

Consequent to the initial offers received from the Original Equipment Manufacturers (OEM's), Seabury made a detailed presentation to the Board on 22nd October 2012 on the evaluation process and a comparison of initial offers from the aircraft and engine manufacturers received as at that date. These offers were reviewed by the working group and the Consultants and multiple rounds of discussions were held with all the OEMs seeking clarification and additional information for the purpose of evaluation.

CURRENT STATUS

Consequent to the presentation made to the Board on 22 October 2012 on the final outcome of the RFP process, a further request was sent for updated proposals based on the discussions and the feedback the working group had with the OEM's. Offers from lessors were also solicited to evaluate the availability of aircraft as a leasing option was to be considered especially for new generation aircraft as delivery slots were not available from the OEM's in the time period we required the aircraft.

Requests were made to the OEMs to further improve their commercial offers and the revised proposals were received in January 2013. A final round of negotiations with the two Aircraft Manufacturers and Rolls Royce were held in London during the week of 11th February 2013 and discussions were concluded in Colombo with both Rolls Royce and GE in the week commencing 19th February 2013.

There were a total of four fleet plans reviewed as shown in slide four of the final fleet analysis and proposal of Seabury which was presented to the Board on 26th February 2013. The key financial assumptions used for the purpose of evaluation are listed on slide 5. ✱

In the head to head aircraft comparison each aircraft was evaluated on each of the current routes on a unit cost vs trip cost basis as per slide 13. ✱

In respect of the A340 replacement aircraft, the only option available was the A330-300 as the next generation aircraft, the Boeing 787 or the Airbus A350 versions were not available until the first quarter of 2017 (that too through lessors). The predominant power plants used on the A330 fleet wold wide are the Rolls Royce Trent 700 engine and the General Electric CF6 engine. The final offer from both Engine manufacturers were evaluated and although the net price of the GE powered A330 was more favourable, it was found that the Trent 700 engine was more suitable and more viable over a ten year period taking into account maintenance cost and other benefits offered by RR for the current fleet. In terms of market share the Rolls Royce engine powers almost 70% of the A330 and is the same engine that we use on our current A330-200 fleet. There will be no transition cost involved when we use the same power plant for both the A330-200 and A330-300.

The next generation aircraft evaluation was carried out on a route by route basis. On completion of the final round of negotiations and after a thorough examination of all available aircraft options and combinations it was found that the A350-900 series aircraft powered by the Rolls Royce XWB engine (sole engine offered on this aircraft) is the most optimum aircraft type to achieve the Company's long term objectives. The rationale for choosing the A350-900 is given on slide 10 of the attachment and the total NPV benefit is more fully described in slide 23 of the said ✱ presentation.

Airbus industry was very accommodating in their approach to the entire process and made an offer for both the A330-300 and the A350-900 which is by far the most favourable proposition for the Company. The Rolls Royce offer when combined with the Trent 700 engine and the XWB engine adds more value to the entire proposal. The NPV benefit for the combined offer is seen as described in slide 24. ✱

The capital requirement for the 6 A330-300 aircraft is US$45 million (refer to slide 26) and we ✱ propose a sale and lease back on all six aircraft. With the sale and lease back of these aircraft this quantum of US$ 45 million can be recovered at the time of delivery of aircraft depending on the terms of the lease. With the sale and lease back option the lessors would require a security deposit of three months which is approximately UD$20 million. This quantum will be recovered at the end of the lease term. These six aircraft will enter into service in 2014/2015 as a one for one replacement of the A340 fleet. The first four aircraft will be certified to a gross weight of 235,000 kg's and the last two would be higher gross weight version which is certified to 242,000 kg's.

The capital requirement for 4 A350-900 aircraft in 2013 would be UD$15 million and the next payment as per the PDP payment schedule is due in 2017. These four aircraft will enter into service in 2020/2021. The first three A350-900 that are expected to enter into service in 2017 will be on an operational lease. The present market rate for lease rental of A350 aircraft is approximately US$1,350,000. We will also explore a Sale and lease back option and/or ECA backed financing (depending on the financial position of the company in 2017/18) for the four aircraft to be purchased in 2020.

RECOMMENDATION

Accordingly Board approval is sought to,

1. Seek Cabinet Approval for the Fleet replacement exercise
2. Consequent to obtaining cabinet approval, execute a MOU with Airbus and Rolls Royce before the 31st of March 2013 in order to secure the slots for delivery in 2014.
3. Purchase six (6) A330-300 aircraft powered by Rolls Royce Trent 700 engines for delivery commencing in the last quarter of 2014 to 2015.
4. Pursue a sale and lease back of all six (6) A330-300 aircraft immediately.
5. Purchase four (4) A350-900 aircraft powered by Rolls Royce XWB engines delivery to commence in 2020/2021.
6. Source for an additional three (3) A350-900 aircraft on lease to be delivered in 2017 as replacement for four A330-200 aircraft.
7. Pursue a sale and lease back of the four (4) A350-900 aircraft and/or ECA financing.

Capt. Druvi Perera
Chief Operations Officer

Priyantha Rose
Head of Engineering

Yasantha Dissanayake
Head of Finance

Kapila Chandrasena
Chief Executive Officer

28th February 2013

* Slides referred to in this Board paper is part of the "Wide Body Fleet Renewal" Presentation attached hereto.

The capital requirement for 4 A350-900 aircraft in 2013 would be UD$15 million and the next payment as per the PDP payment schedule is due in 2017. These four aircraft will enter into service in 2020/2021. The first three A350-900 that are expected to enter into service in 2017 will be on an operational lease. The present market rate for lease rental of A350 aircraft is approximately US$1,350,000. We will also explore a Sale and lease back option and/or ECA backed financing (depending on the financial position of the company in 2017/18) for the four aircraft to be purchased in 2020.

RECOMMENDATION

Accordingly Board approval is sought to,

1. Seek Cabinet Approval for the Fleet replacement exercise
2. Consequent to obtaining cabinet approval, execute a MOU with Airbus and Rolls Royce before the 31st of March 2013 in order to secure the slots for delivery in 2014.
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4. Pursue a sale and lease back of all six (6) A330-300 aircraft immediately.
5. Purchase four (4) A350-900 aircraft powered by Rolls Royce XWB engines delivery to commence in 2020/2021.
6. Source for an additional three (3) A350-900 aircraft on lease to be delivered in 2017 as replacement for four A330-200 aircraft.
7. Pursue a sale and lease back of the four (4) A350-900 aircraft and/or ECA financing.

Capt. Druvi Perera
Chief Operations Officer

Priyantha Rose
Head of Engineering

Yasantha Dissanayake
Head of Finance

Kapila Chandrasena
Director/ Chief Executive Officer

28th February 2013

* Slides referred to in this Board paper is part of the "Wide Body Fleet Renewal" Presentation attached hereto.

A330-300

PURCHASE AGREEMENT

BETWEEN

AIRBUS S.A.S.

as Seller

AND

SRILANKAN AIRLINES LTD.
as Buyer

3 PRICES

3.1 Airframe Base Price

3.1.1 **The Airframe Base Price is the sum of:**

(i) the base price of the Airframe as defined in the Standard Specification (excluding Buyer Furnished Equipment), amended to reflect the design weights specified in Appendix 1 to Exhibit A to the Agreement, which is :

USD 177,741,000

(US Dollars – one hundred seventy seven million seven hundred forty one thousand)

(ii) the sum of the base prices of all SCNs set forth in Appendix 1 to Exhibit "A", which is :

USD 4,286,300

(US Dollars – Four million two hundred eighty six thousand three hundred)

3.1.2 The Airframe Base Price has been established in accordance with the average economic conditions prevailing in December 2010, January 2011 and February 2011 and corresponding to a theoretical delivery in January 2012 - (the "**Base Period**").

3.2 Propulsion Systems Base Price

The base price of a set of two (2) Roll Royce Trent 772B Propulsion Systems, including nacelles and thrust reversers, is:

USD 43,031,713

(US Dollars – Forty three million thirty one thousand seven hundred thirteen)

The Propulsion Systems Base Price has been established in accordance with the delivery conditions prevailing in January 2012 and has been calculated from the Propulsion Systems Reference Price.

3.3 **Final Price**

The Final Price of each Aircraft shall be the sum of:

(i) the Airframe Base Price as revised as of the Delivery Date in accordance with Clause 4.1; plus

(ii) the aggregate of all increases or decreases to the Airframe Base Price as agreed in any Specification Change Notice or part thereof applicable to the Airframe subsequent to the date of this Agreement as revised as of the Delivery Date in accordance with Clause 4.1; plus

(iii) the Propulsion Systems Reference Price as revised as of the Delivery Date in accordance with Clause 4.2; plus

(iv) the aggregate of all increases or decreases to the Propulsion Systems Reference Price as agreed in any Specification Change Notice or part thereof applicable to the Propulsion Systems subsequent to the date of this Agreement as revised as of the Delivery Date in accordance with Clause 4.2; plus

(v) any other amount due by the Buyer to the Seller pursuant to this Agreement and/or any other written agreement between the Buyer and the Seller with respect to the Aircraft.

9 DELIVERY

9.1 Delivery Schedule

9.1.1 Subject to Clauses 2, 7, 8, 10 and 18, the Seller shall have the Aircraft Ready for Delivery at the Delivery Location according to the following schedule:

Aircraft N° 1	October 2014
Aircraft N° 2	December 2014
Aircraft N° 3	February 2015
Aircraft N° 4	H2 2015
Aircraft N° 5	H2 2015
Aircraft N° 6	H2 2015

Each of such months shall be, with respect to the corresponding Aircraft, the "**Scheduled Delivery Month**".

The Scheduled Delivery Month for Aircraft N°4, N°5 and N°6 shall be notified in writing to the Buyer by the Seller no later than the first day of the month which is twenty (20) months prior to the first day of the first month of the half year in which such Aircraft is scheduled for Delivery. Until such Scheduled Delivery Month has been notified to the Buyer by the Seller, for the purpose of the other Clauses of the Agreement, the Scheduled Delivery Month shall mean the first month of the half year in which such Aircraft are scheduled for Delivery.

9.1.2 The Seller shall give the Buyer at least thirty (30) days prior written notice of the anticipated date on which the Aircraft shall be Ready for Delivery. Thereafter the Seller shall notify the Buyer of any change in such date necessitated by the conditions of manufacture or flight.

9.2 Delivery

9.2.1 The Buyer shall, following completion of the Technical Acceptance Process as contemplated by Clause 8, within seven (7) days after the date on which the Aircraft is Ready for Delivery, sign the Certificate of Acceptance, pay the Balance of the Final Price and send its representatives to the Delivery Location to take Delivery of, and collect, the Aircraft.

9.2.2 The Seller shall deliver and transfer title to the Aircraft free and clear of all encumbrances to the Buyer provided that the Balance of the Final Price has been paid by the Buyer pursuant to Clause 5.4 and that the Certificate of Acceptance has been signed and delivered to the Seller pursuant to Clause 8.3. The Seller shall provide the Buyer with a bill of sale in the form of Exhibit E (the "**Bill of Sale**") and/or such other documentation confirming transfer of title and receipt of the Final Price as may reasonably be requested by the Buyer. Title to, property in and risk of loss of or damage to the Aircraft shall be transferred to the Buyer on Delivery.

9.2.3.1 Should the Buyer fail, within the period specified in Clause 9.2.1, to:

(i) deliver the signed Certificate of Acceptance to the Seller ; or

(ii) pay the Balance of the Final Price for the Aircraft to the Seller and take Delivery of the Aircraft;

then the Buyer shall be deemed to have rejected delivery of the Aircraft without warrant when duly tendered to it hereunder. Without prejudice to Clause 5.7 and the Seller's other rights under this Agreement or at law (a) the Seller shall retain title to the Aircraft and (b) the Buyer shall bear all risk of loss of or damage to the Aircraft provided that the Seller shall use all reasonable care and skill to avoid any loss or damage to the Aircraft and c) Buyer shall indemnify and hold the Seller harmless against any and all costs reasonably and actually incurred (including but not limited to any parking, storage, and insurance costs).

9.2.3.2 Should the Buyer fail to collect the Aircraft as mentioned in Clause 9.2.1 above and without prejudice to the Seller's other rights under this Agreement or at law, the provisions of Clause 9.2.3.1 (b) shall apply.

9.3 Fly Away

9.3.1 The Buyer and the Seller shall co-operate to obtain any licenses, which may be required by the Aviation Authority of the Delivery Location for the purpose of exporting the Aircraft.

9.3.2 All expenses of, or connected with, flying the Aircraft from the Delivery Location after Delivery shall be borne by the Buyer, except that the Seller shall supply at its expense enough fuel and oil for the initial post-Delivery fly-away for such Aircraft or full tanks of fuel and oil upon Buyer's request, provided that in no case shall the Seller be required to supply more than full tanks of fuel and oil on any Aircraft.

A350-900

PURCHASE AGREEMENT

BETWEEN

AIRBUS S.A.S.

as Seller

AND

SRILANKAN AIRLINES LTD.
as Buyer

DP

3 **PRICES**

3.1 **Aircraft Base Price**

3.1.1 **The Aircraft Base Price is the sum of:**

(i) the base price of the Aircraft as defined in the Standard Specification (excluding Buyer Furnished Equipment and Airbus Contracted Supplier Equipment), which is:

USD 269,066,000

(US Dollars – two hundred sixty nine million sixty six thousand)

(ii) the sum of the base prices of any and all SCNs set forth in Appendix 1 to Exhibit "A", which is:

USD 6,033,000

(US Dollars – six million thirty three thousand)

3.1.2 The Aircraft Base Price has been established in accordance with the average economic conditions prevailing in December 2010, January 2011 and February 2011 and corresponding to a theoretical delivery in January 2012 - (the "**Base Period**").

3.2 **Airbus Contracted Supplier (ACS) Equipment Price**

The conditions of purchasing of ACS Equipment for the Aircraft shall be the subject of a separate agreement between the Buyer and the ACS Suppliers. The Buyer and each ACS Supplier shall jointly communicate to the Seller the price and the associated price revision conditions at which the Seller is to place the purchase order for each ACS Equipment.

Notwithstanding the foregoing, it is understood that ACS Equipment for the Aircraft shall be purchased by the Seller, in accordance with the agreed terms as set forth in Clause 2.1.2.3, and invoiced to the Buyer in accordance with Clause 3.3 at Delivery.

The following reference amounts (the "**ACS Reference Price**") may be used as a budgetary guide for the ACS Equipment for the Buyer's Aircraft:

ACS Pax Seats:

USD 2,732,000

(USD Dollars – two million seven hundred thirty two thousand)

DP

ACS IFE Equipment:

USD 6,940,000

(USD Dollars – six million nine hundred forty thousand)

at economic conditions prevailing for a theoretical delivery in January 2012.

3.3 **Final Price**

The Final Price of each Aircraft shall be the sum of:

(i) the Aircraft Base Price as revised as of the Delivery Date in accordance with Clause 4; plus

(ii) the aggregate of all increases or decreases to the Aircraft Base Price as agreed in any Specification Change Notice or part thereof applicable to the Aircraft subsequent to the date of this Agreement as revised as of the Delivery Date in accordance with Clause 4; plus

(iii) the price of any and all ACS Equipment selected by the Buyer in the applicable Seller's A350XWB Family Aircraft Description Document and purchased by the Seller, either at the catalogue price applicable at the time of the order or at the price and associated price revision conditions jointly communicated to the Seller by the Buyer and the respective ACS Suppliers as per Clause 2.1.2.3; plus

(iv) any other amount due by the Buyer to the Seller pursuant to this Agreement and/or any other written agreement between the Buyer and the Seller with respect to the Aircraft.

DP

9 DELIVERY

9.1 **Delivery Schedule**

9.1.1 Subject to Clauses 2, 7, 8, 10 and 18, the Seller shall have the Aircraft Ready for Delivery at the Delivery Location according to the following schedule:

Aircraft N° 1	Q2 2020
Aircraft N° 2	Q3 2020
Aircraft N° 3	Q4 2020
Aircraft N° 4	Q1 2021

Each of such months shall be, with respect to the corresponding Aircraft, the "**Scheduled Delivery Quarter**".

The scheduled delivery month ("**Scheduled Delivery Month**") of the Aircraft shall be notified in writing to the Buyer by the Seller no later than the first day of the month which is eighteen (18) months prior to the first day of the Scheduled Delivery Quarter. Until such Scheduled Delivery Month has been notified to the Buyer by the Seller, for the purpose of the other Clauses of the Agreement, the Scheduled Delivery Month shall mean the middle month of the relevant Scheduled Delivery Quarter.

9.1.2 The Seller shall give the Buyer at least thirty (30) days prior written notice of the anticipated date on which the Aircraft shall be Ready for Delivery. Thereafter the Seller shall notify the Buyer of any change in such date necessitated by the conditions of manufacture or flight.

9.2 Delivery

9.2.1 The Buyer shall, following completion of the Technical Acceptance Process as contemplated by Clause 8, within seven (7) days after the date on which the Aircraft is Ready for Delivery, sign the Certificate of Acceptance, pay the Balance of the Final Price and send its representatives to the Delivery Location to take Delivery of, and collect, the Aircraft.

9.2.2 The Seller shall deliver and transfer title to the Aircraft free and clear of all encumbrances to the Buyer provided that the Balance of the Final Price has been paid by the Buyer pursuant to Clause 5.4 and that the Certificate of Acceptance has been signed and delivered to the Seller pursuant to Clause 8.3. The Seller shall provide the Buyer with a bill of sale in the form of Exhibit E (the "**Bill of Sale**") and/or such other documentation confirming transfer of title and receipt of the Final Price as may reasonably be requested by the Buyer. Title to, property in and risk of loss of or damage to the Aircraft shall be transferred to the Buyer on Delivery.

DP

SriLankan

EXTRACT MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF SRILANKAN AIRLINES LTD HELD ON 28 AUGUST 2012 AT 3.00 P.M. IN THE BOARD ROOM AT SRILANKAN AIRLINES LIMITED

Present:

Mr Nishantha Wickremasinghe	-	Chairman
Mr Kapila Chandrasena	-	Director/CEO
Mr Shameendra Rajapakse	-	Director
Mr Manilal Fernando	-	Director
Mrs Lakshmi Sangakkara	-	Director
Mr Sanath Ukwatte	-	Director
Mr Susantha Ratnayake	-	Director
Mrs. Mildred Peries	-	Company Secretary

By Invitation:

Mr G T Jeyaseelan	-	Chief Marketing Officer
Mr Kamal Nanayakkara	-	Head of IT
Mr Mohamed Fazeel	-	Head of Commercial
Mr Yasantha Dissanayake	-	Head of Finance
Mr Priyantha Rose	-	Head of Engineering
Mr Chanaka Olagama	-	Head of Service Delivery
Mr Pradeepa Kekulawela	-	Head of HR
Major General P Chandrasena	-	Group Head of Security & Logistics
Mr Mahesh Nanayakkara	-	Senior Manager Group Assurance

DMET - 204

Excused:

Mr Nihal Jayamanne PC	-	Director

QUOTE"

12/07/10 **Re-Fleeting – SLA**

Board paper ref CORP/2012/07/54 titled 'Re-Fleeting SLA' and dated 15th August 2012 from the Director/CEO was discussed.

The Board approved the recommendation made to appoint a working group to source for suitable fuel efficient aircraft for the Company. The Board also advised that the team be headed by the Director/Chief Executive Officer. The working group will accordingly comprise the following,

Director/CEO
Chief Operations Officer
Head of Engineering
Head of Finance

The CEO informed the members that the Request for Information (RFI) will be prepared with the assistance of the consultants, Seabury who were appointed to assist the Company in sourcing for the ideal aircraft/engine selection, fleet requirements and negotiation.(vide Bd Mt 12/01/05 of Bd Mtg held on 23 January 2012).

The Board was also of the view that the Company should not wait until 2017 to source for replacement aircraft and that this exercise should commence immediately in order that more fuel efficient and newer aircraft on better financial lease terms could be inducted with a view to reducing operating costs."**UNQUOTE**

C1

SLA 05

D NOTE 28/08/2012 CORP/2012/07/54

RE-FLEETING - SLA

Purpose
To seek the views and the approval of the Board to proceed as recommended.

Background
The 06 A 340- 300 and the 07 A 330-200 wide body long haul aircraft currently in our fleet are required to be returned to the respective Lessors in accordance with the terms of the Sale and Lease Back /operating Lease Agreements entered into with them. The return dates of these aircraft range from 2014 to 2017 and early 2018.

Current Status
The Airbus A 340 -300 and A 330-200 wide body long haul aircraft are currently deployed on routes with pay load restrictions due to the range and higher gross weight which gives improved payload range performance as well as enables the airline to maintain its direct flights to several European destinations. In order to retain the existing commonality of aircraft type to complement the current airbus fleet and spares provisioning it is prudent that we source similar airbus aircraft as replacement aircraft.

It must also be noted that a single family of aircraft will maximise the economies of scale (through crew, maintenance and operational commonality) while maintaining flexibility to operate ultra-long haul and regional services.

Since the A 340-300 aircraft have come to the end of its air frame life further utilisation of the aircraft will not be possible. Accordingly in order to obtain some immediate positions for aircraft in the next three months it would be prudent to commence discussions as a first step with suitable aircraft manufacturers. However in order to comply with the Procurement Policy of the Company it is recommended that we source for other suitable aircraft types as well.

Recommendation
Accordingly Board approval is sought to appoint the following to form a working group to source for suitable aircraft types and submit recommendations to the Board,

Chief Operations Officer
Head of Engineering
Head of Finance

The Chief Operations Officer will chair the working group.

For approval of the Board.

Kapila Chandrasena
Director/Chief Executive Officer

15th August 2012

CERTIFIED COPY
COMPANY SECRETARY
SRILANKAN AIRLINES LIMITED
DATE:

TABLED
Company Secretary
Date 30/07/2013

BOARD PAPER **FIN/2013/08/79**

WIDE BODY FLEET REPLACEMENT PROGRAM- OPERATING LEASE OF THREE A350-900 AIRCRAFT COMBINED WITH PREDELIVERY PAYMENT FINANCING FOR TWO A330-300 AIRCRAFT

Purpose

To seek approval of the Board to Lease three A350-900 aircraft to replace three A330-200's upon lease expiry in 2017 combined with Predelivery Payment (PDP) financing for two A330-300 aircraft.

Background

As per the wide body fleet replacement program, in addition to the execution of the Purchase Agreements (PA) for the A330 and A350 aircraft in June 2013, the approved plan also included the leasing of three A350s in 2017 to replace three A330-200 aircraft manufactured in 1999, upon lease expiry.

As indicated by the CEO to the Members of the Board at the meeting held on 14th March 2013 an offer for 65%% PDP financing for A330-300 aircraft was already under discussion with ILFC and as mentioned in the Board Paper reference FIN 2013/08/78 titled 'Wide body Fleet Replacement Program –Sale & Leaseback of A330-300 Airbus & Predelivery Payment Financing', with a view to easing our cash flow burden due to our PDP commitments, we pursued discussions with ILFC.

ILFC offered a structured deal to finance 65% of the PDP funding for two A330-300's, on the condition that we enter into operating lease agreements for three A350-900 aircraft from ILFC.

Present Position

ILFC has placed a substantial order with Airbus for the A350 family of aircraft. As part of our negotiations, SLA had expressed an interest in leasing same, conditional upon their willingness to undertake SLB together with PDP financing for our A330-300 aircraft. ILFC however is not interested in the SLB of A330s as they are already in possession of 85 of the same type of aircraft. We have therefore negotiated with them to provide PDP financing of the A330-300 aircraft combined with the leasing of A350-900 aircraft, pursuant to a comparison of offers received from lessors as described in detail below.

1) **Market Position of A350-900 Aircraft & Comparison of Offers Received**

The first commercial delivery of the Airbus A350-900 is expected in mid-2015 and the first flight of this new generation aircraft was made in June 2013 to coincide with the Paris Air Show. The demand for this new fuel efficient aircraft from both operators and lessors is high, and at present new positions from Airbus are available only in 2021 (our deliveries commence in 2020). In addition to ILFC, we have called for offers from all lessors who have ordered this type of aircraft from Airbus in order to ascertain the market terms for the aircraft:

- Air Lease Corporation (ALC)
- Aviation Lease & Finance Company (ALAFCO)
- AWAS
- CIT Aerospace (CIT)

Lessors are expecting even higher demand as deliveries get closer and some lessors are reluctant to offer rates for deliveries later in the decade. Furthermore, not all of them have aircraft in the time period we require (Annexure -Table 1 gives details of the lessor positions).

A comparison of offers received given in Annexure -Table 2, shows that ILFC is best option (lowest rental) and the proposed delivery dates coincide with lease expiry of our A330 aircraft leases. This, combined with the A330-300 PDP financing offer from ILFC gives SLA a very valuable and timely offer for leasing/ financing of aircraft in line with our re-fleeting requirements.

PDP financing is a difficult process and entails protracted negotiations requiring a tripartite agreement between Airbus, the PDP financier and SLA. This is because the financier does not have security in terms of a tangible asset (at the time of financing) and requires the assignment of the PA from Airbus as security in the event SLA fails to take delivery of the aircraft. Due to the nature of high risk arising from the financing of a future asset and the capital adequacy ratio requirements of banks, the market for stand-alone PDP financing from financial institutions is almost non-existent. In addition, SLA's financial position at present is not conducive for PDP financing without credit enhancements in the form of government or bank guarantees.

2) **ILFC Terms for three new A350-900 Aircraft with Trent XWB Engines:**

- Lease Period: 12 Years
- Rent in 2013 $ - $1.28M per aircraft at current 7 year USD swap rate of 2.15%. The lease rental agreed with ILFC is equal to a lease rate factor (LRF) of 0.91% based on the price we have agreed to pay Airbus for our own deliveries and could be considered a competitive rate. Similar to the A330-300s, we have used a LRF of 1% for the evaluation of the wide body re-fleeting programme and therefore this transaction will further improve the overall feasibility of the A350 aircraft.
- Adjustments:
    - Airbus escalation capped at 3.5% per annum
    - Rent increase of USD $751 per 1 basis point change in the 7 year USD swap rate at delivery, compared with the reference base rate of 1.80% as per the agreement. The current 7 year USD swap rate is 2.15% and the rent in 2013$ has been adjusted to reflect this increase. USD long term interest rates which were stable over a relatively long period have been rather volatile in the recent past (since June this year). We are currently in discussion with banks to mitigate our exposure to further increases which can occur by delivery.
- Delivery Dates (as per Annexure -Table 2)- July, Aug, Sep 2016 (or Dec, Jan, Mar 2017 – to be confirmed by Dec 2013 by Lessor). As this first option is too early to match with our lease returns, ILFC agreed for a rent free period for first two months for each aircraft if SLA does not utilise the aircraft.
- USD 15M of Buyer furnished equipment (BFE) included in lease rental.
- Security deposit – built up gradually to 3 months rent including Letters of Credit initially (less impact on cash flow) -Please refer Annexure -Table 3.

- Maintenance reserves: All rates negotiated and agreed including return of any excess paid for 6/12 year C checks.

3) A330-300 PDP Financing from ILFC

ILFC's offer for PDP financing gives SLA the opportunity to go out to the market and source lessors at best possible terms for sale and leaseback of the aircraft, as a significant portion of the initial cash outflow is funded by ILFC - 65% PDP financing for 2 new A330-300 aircraft. The PDP financing is not a stand-alone facility and as security, the Purchase Agreement (PA) of the two A330-300 aircraft have to be assigned to ILFC, with an exit option which enables SLA to transfer the aircraft to another lessor at the time of delivery.

- PDP Advance Rate – approximate total PDP is USD 40.5M per aircraft:
  - Lessor finances 65% of PDPs amounting to USD 26M per aircraft (on senior loan basis)
  - SLA finances 35% - SLA will pay 50% of the amount due on each PDP until we have contributed upto 35% of scheduled PDPs.
- Interest- payable on outstanding ILFC PDP Loan balance until Aircraft Delivery at 3 months LIBOR+ 5.5%.
- Loan Maturity– on Scheduled Delivery with balloon payment for all unpaid principal & interest.
- The ILFC PDP Loan will be secured by the Aircraft Purchase Agreement with the provisions for mutually agreed stepping-in rights of the Owner.
- Fees:
  - Legal fees USD 90,000 upon signing of the PDP financing agreement.
  - USD 250,000 per aircraft exit fee - this is equal to 0.96% of the loan amount, payable only at the time of delivery and is reasonable compared to loan arranging fees normally paid to banks.
- In the event we are unable to finalise SLB by delivery of the aircraft (December 2014 and February 2015), ILFC will pay USD 105M per aircraft in total (UL to pay balance to Airbus amounting to approximately USD 6M per aircraft in 2013 $). ILFC will lease the aircraft at 0.91 lease rate factor plus $716 per 1 basis point change in USD 7 year swap rate at delivery, amounting to a monthly lease rental of USD 980,000 in 2013 $.
- Security deposit – USD 3M per aircraft including Letters of Credit (less impact on cash flow); final instalment to be adjusted to the equivalent of 3 months Basic Rent. (Annexure -Table 4 for payment schedule).

Recommendation:

We seek approval of the Board for the following:

- Ratify the two term sheets entered into with ILFC dated 20 June 2013 for the lease of three A350-900 aircraft and PDP financing for two A330-300 aircraft and pay the security deposits as required therein.
- Authorise the Company to negotiate and execute Operating Lease Agreement for two A330-300 aircraft (SLB basis to secure the PDP funding) with ILFC or its nominees.
- Authorise the Company to negotiate and execute the necessary agreements with Airbus to assign the Purchase Agreements for two new A330-300 aircraft to ILFC or its nominees for which ILFC will provide 65% PDP financing.
- Authorise the Company to negotiate and execute Operating Lease Agreements for three A350-900 aircraft with ILFC or its nominees.

Priyantha Rose
Head of Engineering

Yasantha Dissanayake
Head of Finance

Kapila Chandrasena
Director/Chief Executive Officer

24 July 2013

Annexure

Table 1- A350 Orders of Lessors until 2019
(Source: Airbus Industries)

Table 1	2015	2016	2017	2018	2019
ALC				1	2
ALAFCO			6		6
AWAS				2	
CIT	2	2	1		3
ILFC	2	8	8	2	
Total	**4**	**10**	**15**	**5**	**11**

Table 2-Summary of Offers Received for A350 aircraft

Lessor	Monthly Rent in 2013 $	Scheduled Delivery
ALC	1.33 M	May , Feb & Sep 2019
ALAFCO	1.48M	H1 of 2018, 2019
AWAS	Cannot offer as yet	
CIT	1.39 M	Jan 2017, Oct , Nov 2019
ILFC	1.28M	July, Aug, Sep 2016 (or Dec, Jan, Mar 2017)

The Lease Rentals adjusted to 2013 $ includes the Base rental plus

- Standard Airbus Escalation between 3.25% and 3.5%
- Interest Rate Factor up to delivery date

Table 3 - Security Deposit Payable for three new A350-900 Aircraft

Security Deposit Due Date	Amount per Aircraft $M	3 Aircraft $M
On Term Sheet Execution	0.25	0.75
3 Days after Lease Execution	0.25	0.75
30 Days after Lease Execution	2.00 *(Letter of Credit to be replaced with Cash within 12 months of delivery)*	6.00
3 Days prior to Delivery	1.15	3.44
Total	3.65	10.94

Table 4 - Security Deposit Payable for two A330-300 Aircraft

Security Deposit Due Date	Amount per Aircraft $M	2 Aircraft $M
On Term Sheet Execution	0.25	0.50
3 Days after Lease Execution	0.25	0.50
30 Days after Lease Execution	1.50 by LC *(Letter of Credit to be replaced with Cash two months prior to Delivery Date)*	3.00
12 Months prior to Delivery	0.25	0.50
6 Months prior to Delivery	0.25	0.50
3 Days prior to Delivery	0.50	1.00
Total	**3.00**	**6.00**

CERTIFIED COPY
COMPANY SECRETARY
SRILANKAN AIRLINES LIMITED
DATE: 31/10/2016

MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF SRILANKAN AIRLINES LTD HELD ON 26TH NOVEMBER 2013 AT 3.00P.M. IN THE BOARD ROOM OF SRILANKAN AIRLINES LIMITED

Present:	Mr. Nishantha Wickremasinghe	- Chairman
	Mr. Nihal Jayamanne PC	- Director
	Mr. Kapila Chandrasena	- Director/CEO
	Mr. Shameendra Rajapaksa	- Director
	Mr. Manilal Fernando	- Director
	Mr. Sanath Ukwatte	- Director
	Mr. Susantha Ratnayake	- Director
	Ms. Dalrene Thirukumar	- Company Secretary
Regrets:	Mrs. Lakshmi Sangakkara	- Director
By Invitation:	Mr. G. T. Jeyaseelan	- Chief Marketing Officer
	Capt. Druvi Perera	- Chief Operations Officer
	Ms. Manique Gunasekera	- Chief Strategy Officer
	Mr. Yasantha Dissanayake	- Head of Finance
	Mr. Priyantha Rose	- Head of Engineering
	Mr. Pradeepa Kekulawala	- Head of Human Resources
	Maj. Gen. P Chandrawansa	- Head of Group Security Logistics & Admin

QUOTE"

13/17/08 **Sale & leaseback financing of five A330-300 aircrafts and pre-delivery payment financing for three aircrafts**

Board paper ref: FIN/2013/14/113 titled 'Sale and leaseback financing of five A330-300 aircrafts and pre-delivery payment financing for three aircrafts' dated 20th November 2013 from Head of Finance was discussed.

Directors having noted the contents of the Board Paper and having discussed and understood the probable risk that was attached should Kong Aviation Capital Limited was not in a position to make payment to Airbus and take delivery of the aircraft or liquidated their business operations, approved the recommendation of the CEO and HoF to;

(1) Ratify the term sheet entered into with HKAC dated 01st November 2013 for the sale and leaseback of five A330-300 aircrafts and PDP financing for three A330-300 aircrafts and ratify the payment of the initial security deposits of USD150,000/- per aircraft.

(2) Authorise the Company to negotiate and execute the necessary agreements with Airbus/HKAC or nominees to obtain PDP funding for three A330-300 aircraft.

(3) Authorise the Company to negotiate and enter into Sale and Leaseback Operating Lease Agreements for five A330-300 aircraft with HKAC or its nominees.

IT WAS RESOLVED THAT in order to give effect to the above ;

(1) Messrs. Nishantha Wickremasinghe/Chairman, Nihal Jayamanne PC/Director, Kapila Chandrasena/Director & Chief Executive Officer, Shameendra Rajapakse/Director, Manilal Fernando/Director, Lakshmi Sangakkara/Director, Sanath Ukwatte /Director, Susantha Ratnayake/ Director, G.T.Jeyaseelan/Chief Marketing Officer, Druvi Perera/ Chief Operations Officer, Yasantha Dissanayake/Head of Finance, Priyantha Rose/ Head of Engineering, Jeremy Soertsz/Manager UK & Ireland be authorized and approved for and on behalf of the Company jointly and or each of them to negotiate, agree the final terms of relating to the Sale and Leaseback of five aircrafts and PDP funding for three A330-300 aircrafts and execute the final documents which they may consider necessary or desirable in connection with the said transaction.

(2) Kapila Chandrasena/Director & Chief Executive Officer, G.T.Jeyaseelan/Chief Marketing Officer, Druvi Perera/Chief Operations Officer, Yasantha Dissanayake/ Head of Finance, Priyantha Rose/Head of Engineering, Jeremy Soertsz/Manager UK & Ireland (each an Attorney) be authorized jointly and severally to negotiate and agree on all ancillary documents which they may consider in their sole discretion to be necessary and desirable in connection with the said transaction.

(3) That the Powers of Attorney evidencing the appointment of the said individuals named herein be sealed with the Common Seal of the Company and witnessed in accordance with Articles of Association of the Company."UNQUOTE

BOARD PAPER **FIN/2013/14/113**

SALE AND LEASEBACK FINANCING OF FIVE A330-300 AIRCRAFT AND PREDELIVERY PAYMENT FINANCING FOR THREE AIRCRAFT.



Purpose

Seek approval of the Board to:

- Enter into Sale & Leaseback (SLB) transactions with Hong Kong Aviation Capital Limited for five A330-300 aircraft with scheduled delivery in December 2014, February 2015 and the second half of 2015.
- Obtain Predelivery Payment (PDP) Financing from Hong Kong Aviation Capital Limited for the three A330-300 aircraft scheduled for delivery during the second half of 2015.

Background

SLA has entered into a Purchase Agreement with Airbus Industrie to procure six new A330-300 aircraft. Pursuant to the above, SLA entered into a SLB transaction with an existing SLA lessor, Air Lease Corporation (ALC), combined with 100% PDP financing, for the first aircraft to be inducted into the fleet in October 2014 (reference Board Paper FIN/2013/08/78). Further, International Lease Finance Corporation (ILFC), also an existing SLA lessor, has agreed to fund 65% of PDPs for the second and third A330 aircraft due in December 2014 and February 2015, conditional upon our entry into operating lease agreements for three A350 aircraft (reference Board Paper FIN/2013/08/79).

Accordingly, Board approval was also granted for the engagement of Consultants Messrs. Seabury as advisers and arrangers to seek financing for the balance five aircraft (reference Board Paper FIN/2013/05/05)

Present Position

1) Request for Proposals (RFP) and Comparison of Final Offers Received.

A detailed RFP was jointly prepared by Seabury Consultants/SLA and sent to more than fifty lessors worldwide in July 2013. The Proposal called for SLB offers for three deliveries with a view to extending offers to all five aircraft, depending on the market responses received. One-on-one meetings were held with lessors and presentations were made in August 2013 in Dublin, Singapore and Colombo mainly with a view to providing comfort on our credit standing, raising our profile and broadening our prospects. Fifteen initial proposals were subsequently received, details of which are summarised in Annexure 1.

Pursuant to multiple rounds of feedback and improvement on the initial term sheets, we shortlisted the following four lessors in September 2013 (refer Annexure 2):

- Hong Kong Aviation Capital Limited (HKAC)
- GE Capital Aviation Services (GECAS)
- Avalon Aerospace Leasing Limited (Avalon)
- Aircastle Singapore Private Limited (Aircastle)

Meetings were held in Colombo to further negotiate terms and conditions with the four shortlisted lessors in October 2013. Offers received were evaluated using the Net Present Value (NPV) financial modelling technique to assess future cash flows in today's $ terms and key considerations in evaluating the offers included the following:

- Purchase price offered at Delivery inclusive of Buyer Furnished Equipment (BFE)
- The need for any additional security/ letters of credit (LCs)
- Lease rentals and other costs over the lease term
- PDP financing offered and
- Legal, technical, operational and other terms and conditions

A major issue in the process was the reluctance of lessors to fund the full purchase price on delivery without the need for additional security due to the current financial performance of SLA. Significant efforts were undertaken to convince lessors that going forward we expect our liquidity and performance to improve with the planned refleeting and other initiatives as per the long term business plan, All lessors responded positively and made improvements on terms offered, however HKAC (initial bid for three, extended to five aircraft) was the only lessor willing to bear the full purchase price on delivery without the need for additional security. In comparison with other shortlisted lessors HKAC ranks ahead in terms of economics over the lease term with the most favourable Lease Rate Factor (LRF) of 0.93% of aircraft cost per month and the lowest NPV of cash flows over the 12-year life of the lease.

GECAS (bid for three aircraft) offered the least competitive purchase price on delivery of $107-$108M and required the highest LC of $10m per aircraft. Their offer was therefore not selected, although they ranked second in terms of NPV of cash flows over the life of the lease, with the second best LRF of 0.96% and their offer to fund PDPs. SLB purchase prices offered by Aircastle and Avalon (for one aircraft each) were higher than GECAS at $114.5M and $118M respectively. However the downside was in terms of their additional LC requirement of $7.8M and $6M and higher LRFs of 0.97% and 1.00% compared with HKAC. Therefore, HKAC which had made an offer for five aircraft were selected based on purchase price and economics along with their associated PDP financing facility.

2) HKAC Terms for SLB of five A330-300 Aircraft:

Aircraft Purchase Price – per table below, and is inclusive of approximately $11.4 million (2013$) of BFE, assumed to be escalated at a rate of 3.0% per annum.

Delivery Date	Purchase Price in Delivery Date US$
December 2014	US $ 120,800,000
February 2015	US $ 121,400,000
2nd half 2015 (3 aircraft)	US $ 125,000,000

SriLankan will assign to the Purchaser (with the consent of Airbus) its right to take title to the Aircraft under the Manufacturer Purchase Agreement for each Aircraft which shall be effective as of the Delivery Date.

- Aircraft Lease Period: 12 Years.

- Rent– A two tier 'high/low' rent structure , with a lower rent towards the latter end of the lease term as follows:

Delivery Date	Rent in 2013$
December 2014	Year1-Year 6-$ 1,144,705 Year7-Year 12-$1,033,437
February 2015	Year1-Year 6-$1,152,847 Year7-Year 12-$1,034,437
October 2015	Year1-Year6-$1,200,362 Year7-Year12-$1,029,437

The rent will be fixed three days prior to delivery of each aircraft based on the then-current 9-year USD swap rate. The rent adjusts US$ 62,371 per 100 basis points (1%) change in the 9-year USD swap rate, compared with the reference base rate of 2.5%. The current swap rate is 2.65% and the rent in 2013$ terms (above) reflects this increase. For the purposes of calculating the NPV and comparing lease rates of each lessor the rent in delivery date $ has been adjusted using the forward swap rate at each delivery published by Bloomberg. The forward 9-year swap rate is projected to be 3.27% for the December 2014 delivery (ref Annexure2).

Security deposit –built up gradually to 3 months' rent with the right to substitute any or all of it with a Letter of Credit to minimise impact on cash flow.

- On LOI Execution- $150,000.
- Lease & PDP documentation- 1 month's base rent.
- 3 days prior to delivery – Total of 3 month's rent (net of amounts previously paid).

- Maintenance reserves: All rates negotiated and agreed including return of any excess paid for 6/12 year C checks.

3) **A330-300 PDP Financing for three aircraft from HKAC**

- PDP Advance Rate for three aircraft –PDPs payable to Airbus are USD 41.7M per aircraft. HKAC has agreed to finance up to 85% of PDPs amounting to USD 35M per aircraft and SLA shall finance the balance 15% amounting to $6M per aircraft. Therefore, total PDP funding amounts to $105M from the Lessor, with SLA financing amounting to $18M for three aircraft.
- Interest payable on outstanding PDP Loan balance until Aircraft Delivery – 3 month LIBOR plus variable margins depending on the advance rate of the facility selected by SLA:
  - Advance rate of 70% of PDPs will be financed at LIBOR plus 5.75% p.a.
  - Advance rate between 70% and 80% of PDPs will be financed at LIBOR plus 6.50% p.a.
  - Advance rate between 80-85% of PDPs at LIBOR plus 7% p.a

  Therefore the blended rate will be 3M LIBOR plus 5.91%.

Risks

- Exposure to movement in U.S Treasury swap rates- The Lease Rentals will be fixed using the relevant 9-year US$ Swap rate three business days prior to the delivery date and we are therefore exposed to changes in interest rates until delivery occurs. An increase in U.S Treasury rates by 1% will result in an increase in the rent by $62,371 per aircraft as mentioned above. Interest rates have been fluctuating since June 2013 and medium to long term projections indicate an increase in rates as the U.S Federal Reserve Bank decreases its market intervention to keep interest rates low. We have discussed with banks on steps to mitigate our exposure, however, as hedging options are prohibitively expensive, we have also initiated discussion with the lessor for a suitable solution. It is likely that we will remain to be exposed to this risk and continuous efforts will be made to mitigate same.

- Execution Risk –An overview of HKAC is provided in Annexure 3. HKAC is a medium sized lessor and is relatively new in comparison to the other shortlisted lessors. The management of HKAC is confident of its ability to finance five aircraft- however there remains an element of risk on HKAC's ability to source backleverage (financing) and ultimately fund each aircraft on delivery. Considering their shareholder base, access to financing from Chinese banks and past track record on execution Seabury has classified the 'closing risk' as medium, in comparison to the other shortlisted lessors who were classified as minimal (ref. Annexure 2). This risk is somewhat mitigated since the lessor has committed to PDP funding and it is therefore in their best interests to acquire the aircraft on delivery.

Recommendation:

Based on the aforementioned we recommend that the Board of Directors:

- Ratify the term sheet entered into with HKAC dated 01st November 2013 for the sale and leaseback of five A330-300 aircraft and PDP financing for three A330-300 aircraft and ratify the payment of the initial security deposits of $150,000 per aircraft.

- Authorise the Company to negotiate and execute the necessary agreements with Airbus /HKAC or nominees to obtain PDP funding for three A330-300 aircraft.

- Authorise the Company to negotiate and enter into Sale and Leaseback Operating Lease Agreements for five A330-300 aircraft with HKAC or its nominees.

In order to give effect to the above the Board to further Resolve that;

- Messrs. Nishantha Wickremasinghe/Chairman, Nihal Jayamanne PC/Director, Kapila Chandrasena/Director & Chief Executive Officer, Shameendra Rajapakse/Director, Manilal Fernando/Director, Lakshmi Sangakkara/Director, Sanath Ukwatte /Director, Susantha Ratnayake/ Director, G.T.Jeyaseelan/Chief Marketing Officer, Druvi Perera/ Chief Operations Officer, Yasantha Dissanayake/Head of Finance, Priyantha Rose/ Head of Engineering, Mayuka Ranasinghe/Manager Group Legal Affairs, Manager UK & Ireland, Manager Singapore be authorized and approved for and on behalf of the Company jointly and or each of them to negotiate, agree the final terms of relating to the Sale and Leaseback of five aircraft and PDP funding for three A330-300 aircraft and execute the final documents which they may consider necessary or desirable in connection with the said transaction.

- Kapila Chandrasena/Director & Chief Executive Officer, G.T.Jeyaseelan/Chief Marketing Officer, Druvi Perera/Chief Operations Officer, Yasantha Dissanayake/ Head of Finance, Priyantha Rose/Head of Engineering, Mayuka Ranasinghe/Manager Group Legal Affairs, Manager UK & Ireland, Manager Singapore (each an Attorney) be authorized jointly and severally to negotiate and agree on all ancillary documents which they may consider in their sole discretion to be necessary and desirable in connection with the said transaction.

- That the Powers of Attorney evidencing the appointment of the said individuals named herein be sealed with the Common Seal of the Company and witnessed in accordance with Articles of Association of the Company"

Kapila Chandrasena
Director/Chief Executive Officer

Yasantha Dissanayake
Head of Finance

20th November 2013

Annexure 1

Initial Offers Received

	ACG	AerCap	Aircastle	Avolon	AWAS
Delivery#1 – December 2014	Yes		Yes	Yes	Yes
Delivery#2 – February 2015	Yes				
Delivery#3 – September 2015		Yes			
Lessor Purchase Price #1*	113	N/A	114.5	118	99.6
Lessor Purchase Price #3	N/A	100	N/A	N/A	N/A
Term(months)	192	144	144	144	144
Security Deposit(per a/c)	6.4	2.6	3.6	3.2	5.6
Additional Letter of Credit			8.5	8	
Nominal Lease Rate Factor (LRF) #1	1.06%	N/A	0.97%	1.03%	0.95%
Nominal Lease Rate Factor (LRF) #3	N/A	0.91%	N/A	N/A	N/A
NPV$ Behind leader (A/C 1 where available)*		-	(4.60)	(10.70)	(3.50)
PDP Financing	Yes	No	No	No	No

5 aircraft

	AZRAJ	BBAM	BOCOM	DVB	GECAS
Delivery#1 – December 2014	Yes		Yes	Yes	Yes
Delivery#2 – February 2015	Yes		Yes		Yes
Delivery#3 – September 2015	Yes	Yes	Yes		Yes
Lessor Purchase Price #1	120.6	N/A	95	92	103
Lessor Purchase Price #3	123.4	99	95	N/A	104
Term(months)	144	144	144	144	144
Security Deposit(per a/c)	3.3	3.1	5.3	2.6	
Additional Letter of Credit		10			12
Nominal Lease Rate Factor (LRF) #1	1.39%	N/A	1.00%	0.99%	0.97%
Nominal Lease Rate Factor (LRF) #3	1.40%	1.11%	1.01%	N/A	0.98%
NPV $ Behind leader*	(39.10)	(17.70)	(7.70)	(6.50)	(4.70)
PDP Financing	Yes	No	Yes	Yes	Yes

	HKAC	HKAC Revised	Inception	JSA	Macquarie	NOVUS
Delivery#1 – December 2014	Yes	Yes	Yes	Yes	Yes	Yes
Delivery#2 – February 2015	Yes	Yes	Yes	Yes		
Delivery#3 – September 2015	Yes	Yes	Yes	Yes	Yes	
Lessor Purchase Price #1	120.6	120.6	108	100	96.5	110
Lessor Purchase Price #3	123.4	123.4	108	100	98.3	N/A
Term(months)	144	144	144	144	168	144
Security Deposit(per a/c)	3.4	3.4	3.3	2.7	2.7	3.5
Additional Letter of Credit						
Nominal Lease Rate Factor (LRF) #1	0.96%	0.95%	1.06%	0.94%	0.96%	1.02%
Nominal Lease Rate Factor (LRF) #3	0.95%	0.95%	1.08%	0.96%	0.98%	N/A
NPV $ Behind leader*	(0.60)	-	(10.20)	(0.10)		(8.50)
PDP Financing	Yes	Yes	Yes	NO	Yes	Best efforts

*ACG & Macquarie excluded from NPV analysis due to longer lease terms.

(Compiled by Seabury Consultants)

Annexure 2

Finalist Summary – Comparison

	HKAC	Aircastle	Avolon	GECAS
No. of Aircraft	5	1	1	3
PDP Financing	Yes	No	No	Yes
Purchase Price ($M)	$ 120-125	$ 114.5	$118	$ 107-108
Letter of Credit Support ($M)	N/A	$ 7.8	$ 6.0	$ 10.0
Indexed Rent (1A/c)	$1.18M(Year 1-6) $1.07M (Year 7-12)	$1.21M (Year 1-6) $ 1.01M (Year 7-12)	$1.08M +~$0.3M=$1.4M	$1.03M
Rent structure	High/low two tier rent structure as shown above	High/low two tier rent structure as shown above	Above rent plus Supplemental rent ~ $0.3 M per month over first 48 months	N/A
Nominal Lease Rate Factor (LRF) - including supplemental rent with rent adjusted based on forecast delivery date swap rates.	0.93%	0.97%	1.00%	0.96%
Interest rate Reference	9y swap	7y swap	12y swap	9y swap
Index Rate Level (Base Rate)	2.50%	2.40%	3.00%	2.25%
Rent Change per 1 basis point change	$624	$428	$740	$573
Present Value of LRF (including supplemental rent and adjustment above)	0.51%	0.54%	0.56%	0.52%
All – in Economic Rank (Based on PV of cash flows at 10%)	**1**	**3**	**4**	**2**
PV $M behind leader HKAC(1 A/C)	**-**	**$ 5.7**	**$ 8.3**	**$ 5.3**
Assessed Closing Risk	**Medium**	**Minimal**	**Minimal**	**Minimal**
Final UL Rank (economics, closing risk, purchase price etc.)	**1**	**2**	**3**	**4**

(Compiled by Seabury Consultants)

Hong Kong Aviation Capital

Hong Kong Aviation Capital was established in January 2010 with its headquarters in Hong Kong and offices in Dublin, Sydney & New York. The Company was formed following the purchase of the Aviation unit of Allco Finance Group and has a portfolio of 78 managed and owned commercial aircraft. The Company is ranked 22 out of the Top 25 Global Lessors (Source: Ascend Fleets Online, June 2012).

HKAC has invested approximately $1B in new aircraft over the past two years and is accelerating its growth in 2013. Consistent with the majority of global aircraft lessors, the majority of HKAC's new business is generated through its Irish platform.HKAC uses proven structures to finance and lease aircraft efficiently across multiple jurisdictions.

Shareholding Information:

HKAC is jointly owned by two Chinese entities

- 68.8% by Tianjin Bohai Leasing Co., Ltd, a wholly owned subsidiary of Shenzhen Stock Exchange listed Bohai Leasing Co., Ltd.
- 31.2% by HNA Group Co., Ltd HNA Group Co. Limited ("HNA").

Tianjin Bohai Leasing's business focuses on metropolitan infrastructure, electrical power facility and equipment, transportation, infrastructure and equipment leasing. As of 31 December 2012, the business reported total assets of US$4.76bn and equity of US$1.52bn.

HNA Group is conglomerate with 3 main pillars of aviation and tourism, logistics and financial services. As of 31 December 2012, the business reported total assets of US$33.72bn and equity of US$7.15bn.

HKAC Financiers

Industrial and Commercial Bank of China (ICBC), China Ex-Im Bank, China Development Bank (CDB),Cathay United Bank, Bank of China, DVB, Halifax and Bank of Scotland (HBOS) and various other western banks.

HKAC Organisation:

- HKAC has an experienced senior management team situated in the following locations:

Hong Kong	CEO, CFO, Head of Risk, Head of Technical, Regional Head of Commercial (Asia Pacific and Latin America).
Dublin	Regional Head of Commercial (EMEA and N. America).
Sydney	Deputy CEO, Head of Finance, Head of Transaction Management, Head of Operations/General Counsel.
New York	Head of Capital Markets

- Donald Boylan CEO: 25+ years of worldwide experience in aircraft leasing. Prior to joining HKAC, Mr. Boylan was Head of Aerospace & Defence, Structured Asset Finance at RBS and was a founder of the team that launched RBS Aviation Capital

- Tom Zhou, Deputy CEO: 10 years of experience in legal matters, contract processing, disputes and risk prevention. Mr. Zhou is also Head of HNA Group Capital Management and Investment Banking, responsible for fund establishment, fund raising management, investment and bond issuance.

- UL Transaction Management- Peter Huijbers [Head of Commercial for Asia Pacific & Latin America region], 27 years aircraft industry experience in aircraft PDP finance solutions as well as full spectrum of commercial, technical and capital markets at BMW Rolls-Royce, Lufthansa Technik and Nordcapital Aviation.

Completed transactions

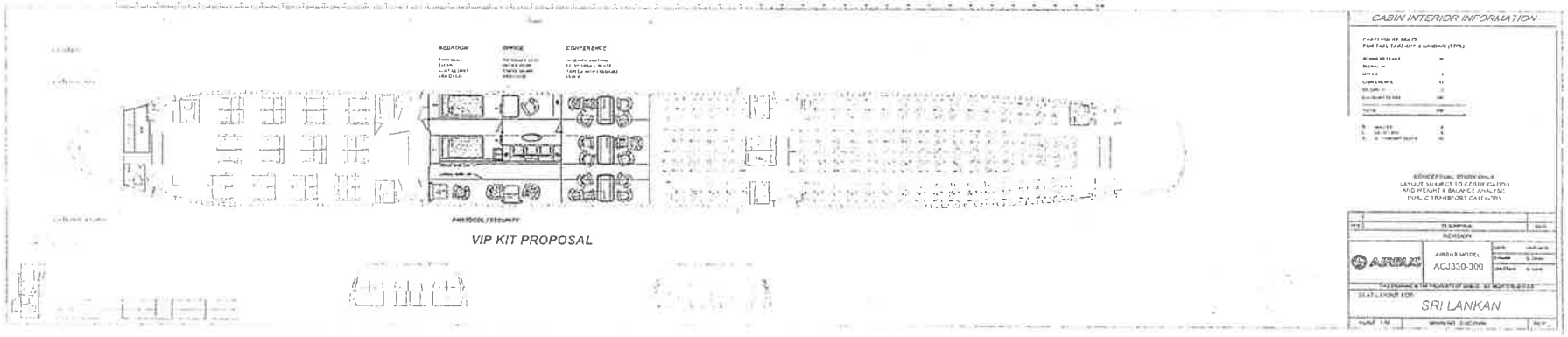
- Hainan Airlines (2013)- 3 x 737-800s SLBs including PDP financing and signed LOI for 60 x A320NEO and A321NEO deliveries in 2013.
- Hawaiian Airlines (2012-2013)-3 x A330-200s including PDP financing option.
- Jetstar Japan (2012-2013)-4 x A320 SLBs (2 closed to date)
- Indigo (2011-2012)-6 x A320 SLBs
- Wizz Air (2011-2012)-4 x A320 SLBs including PDP financing
- Alico Aviation portfolio acquisition (2009-2010) –acquired a portfolio of 68-aircraft. Acquisition price $100-150M (primarily management rights).

(Compiled by Seabury Consultants & from HKAC company presentation)

II. GENERAL DEFINITION

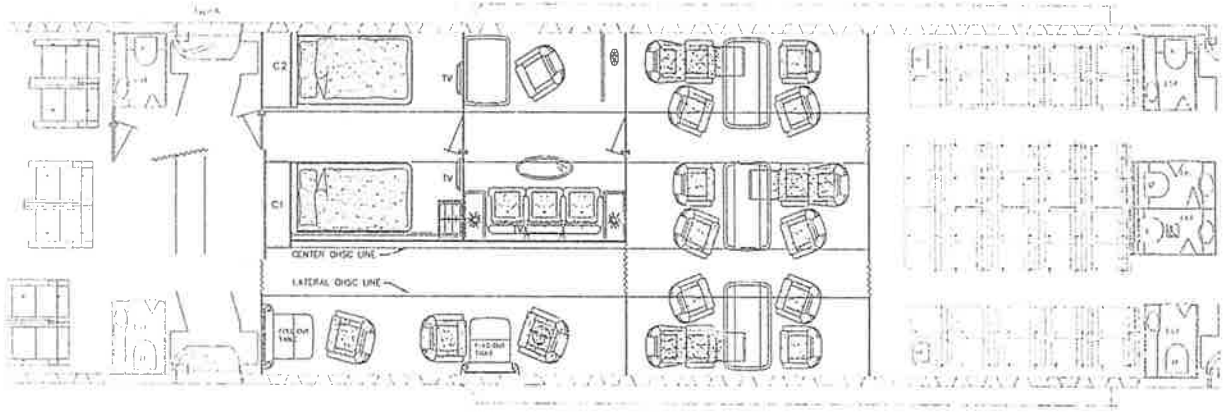
II.1. Cabin Layout

The cabin layout for the VIP Kit is defined in drawing number ref. **333CJ1986:**



VIP KIT PROPOSAL

BEDROOM	OFFICE	CONFERENCE
TWIN BEDS 2x1,1m COAT CLOSET VIDEO LCD	VIP SINGLE SEAT OFFICE DESK TRIPLE DIVAN VIDEO LCD	3x CLUB-4 SEATING 12 VIP SINGLE SEATS TABLES WITH FOLDABLE LEAFS



PROTOCOL / SECURITY

REVIVAL OF PIA

PAKISTAN International Airlines

INVITATION TO BID

Pakistan International Airline (PIA) invites "sealed bids" from interested parties for the wet lease of upto four Wide Body Aircraft:

WIDE BODY AIRCRAFT	
Number of Aircraft	upto Four
Seating Capacity	230 Plus
Prefered Delivery Schedule	Immediate
Vintage	2013 or later*
Lease Term	6 Months (Extendable)
Guaranteed Block Hours	300 per aircraft per month
Business Class Seats	Full Flat-bed Seats
In-flight Entertainment System	In-seat Monitors with AVOD

*PIA may consider older aircraft meeting other tender requirements as well as NAP 2015 if the required numbers of aircraft are not offered.

The complete set of Bidding Documents containing the detailed instructions and terms and conditions for the tender (that form an integral part hereof and are hereby incorporated by reference) can be downloaded from PIA website www.piac.com.pk/PIA_ Business/pia-Business_Tenders.aspx or Public Procurement Regulatory Authority website (www.ppra.org.pk) or can be obtained from the office of:

Director Corporate Planning
PIA Head Office, Karachi Airport
Karachi, Pakistan
Phone: +92 21 9904 3515
Email: feddank@piac.aero

Closing Date:

Bids meeting the requirements as mentioned in the Bidding Document must reach PIA latest by June 20, 2016 at 1100 hours (Pakistan Standard Time). The bids received by the closing time shall be opened on the same day at 1200 Hrs.

PAKISTAN International Airlines
Great People to Fly With

www.piac.aero
/PakistanInt'lAirlines | /Official_PIA
UAN: 00-92-21-111-786-786

Size: 15cm x 4col

26. PIA's Right

PIA reserves the right to reject all bids and to annul the bidding process at any time prior to award of Contract.PIA upon request from bidder, who submitted a bid, shall communicate the grounds for its rejection of all bids, but is not required to justify those grounds.

27. Signing of Contract Agreement

Within seven (7) days from the Award of Contract, the successful bidder (Lessor) would be required to send a duly signed copy of the Form of Contract Agreement 'Annex - VI'.

The terms and conditions highlighted under ***"Section B - General Condition of Contract"*** and ***"Section C - Special Condition of Contract"*** (of this Tender Document) shall form the basis of the Lease Agreement to be executed between the two parties.

Section B – General Conditions of Contract

Following terms and conditions shall be an integral part of the Lease Agreement to be signed between PIA and the successful bidder (Lessor) to whom the contract has been awarded.

* This General Condition of Contract will be subject to the terms and conditions set forth under the Contract Agreement.

i) Scope of Agreement

The Lease Agreement shall be for the Wet lease of aircraft on terms and conditions as explained in this Section B – General Conditions of Contract and Section C – Special Conditions of Contract and the Contract Agreement.

ii) Governing Law

Governing Law of the Lease Agreement shall be agreed mutually between PIA and the Lessor. However, it should not be in conflict with the laws of Pakistan. Please refer to Clause 5 of the Contract Agreement.

iii) Disputes

Any dispute between the parties shall be resolved under International Chamber of Commerce - Amicable Dispute Resolution (ICC ADR) Rules, failing which the parties shall try to resolve these differences through ICC Arbitration which should not be in conflict with the laws of Pakistan. Please refer to Clause 5 of the Contract Agreement.

iv) Civil Aviation Authority Requirements

Lessor must comply with the requirements of Pakistan Civil Aviation Authority (PCAA) and FAA / EASA prior to the positioning of Aircraft. PIA shall ensure that all PCAA requirements are followed in the operation of the aircraft during the lease term.

v) Payment Terms

i) Currency of Payment: throughout the term of contract, all the payments between the two parties shall be in US Dollars.

ii) Invoice: Lessor shall send the monthly rental invoices based on the guaranteed Block hour 15 days prior to the start of each month.

iii) Lease Rental: PIA shall pay the monthly guaranteed lease rental in advance. The reconciliation for the actual block hours flown against payments made will be carried out at the end of the month or as agreed between the two parties. Payment due to Lessor as a result of re-conciliation will be paid within 15 working days.

iv) Positioning / Repositioning Charges: Lessor shall send the invoice for positioning / repositioning charges. PIA will pay the positioning / re-positioning charges within three days of positioning / re-positioning respectively.

v) Lessee will be required to provide an irrevocable and unconditional bank guarantee of payment by a Bank from an internationally reputed Bank satisfactory to Lessor, in an amount corresponding to any advance payment as required by Lessor.

6. *Taxes

Where a Tax Avoidance Agreement (Double Taxation Treaty) exists between the respective countries of the Lessee and the Lessor; and the lessee is obliged by law to deduct taxes against payments to the Lessor, the Lessee will bear the tax incidence and shall make gross payments to the Lessor, without any deduction of tax chargeable in Pakistan. However, the Lessor undertakes to pass on the benefit of tax credit obtained under the relevant clauses of the tax treaty to the Lessee, after filing of income tax return in its country, on the basis of proof of taxes paid by the Lessee on behalf of Lessor in Pakistan.

In the absence of such tax treaty, the Lessee shall deduct the amount of applicable taxes from payments due to the Lessor and deposit the same with taxation authorities in Pakistan and shall make gross payments to the Lessor, without any deduction of tax chargeable in Pakistan.

All other taxes, duties, levies and imposts arising from or relating to such payments to Lessor outside Pakistan shall be borne by the Lessor.

*All payments to be made by Lessee to Lessor shall be grossed up and be paid in full by Lessee.

PIA shall provide the Lessor with a tax opinion from an internationally recognized party/counsel in Pakistan, each in form and substance satisfactory to Lessor at Lessee's sole cost. The tax obligations of PIA pursuant to this Agreement shall be subject to modifications based on the tax opinion.

Insurance

The Lessee will maintain third party liability and property damage insurance. Hull insurance of agreed value and "All Risks" and "War Risks" insurance of the same type and covering the same risks as insurance customarily carried by international scheduled airline operators of aircraft similar to the Aircraft in similar circumstances and with similar operations of the Lessee shall be arranged by Lessor at its cost.

7. **Quiet Enjoyment [Not Applicable for Wet Lease Agreements. Hence is deleted]**

8. **Integrity Pact**

The Agreement shall contain a covenant and confirmation by the Lessor that it has not obtained and/or induced the procurement of the Lease Agreement through any corrupt business practices. The wordings of this clause are given at Annex 'IV'.

9. **Notices**

All the notices during the lease term to be exchanged between PIA and Lessor shall be in writing and sent by courier, fax or email.

11. Indemnities

The Lease Agreement shall have appropriate coverage to provide indemnity for PIA. Please refer Clause 6 of the Contract Agreement.

12. Force Majeure

Both parties shall agree to appropriate incidents to define Force Majeure and its implications on the performance of the Agreement by either party.

13. Subordination

The Lease Agreement shall be subject and subordinate to any Head Lease Agreement. Please refer Clause 10 of the Contract Agreement.

Section C – Special Conditions of Contract

The details of PIA's requirements are given below. Lease Agreement between PIA and the Lessor will be based on the following special conditions of the Agreement.

*This Special Conditions of Contract shall be subject to the terms and conditions set forth under the Contract Agreement.

1. **Number of Aircraft and Lease Term**
   Refer clause 1 (Scope of Bid).
2. **Extension of Lease Term:**
   Refer clause 1 (Scope of Bid).
3. **Guaranteed Hours**
   The Minimum Guaranteed Hours would be Three Hundred and Fifty Block Hours (350) BH per aircraft per month during the Lease Period. Block Hours will be calculated from Aircraft "Block Off" at origin to Aircraft "Block On" at destination.
4. **Rental**
   Lessor would be required to provide ACMI per Block Hour rate in US Dollars in accordance with the terms of this tender and as per schedule of prices (Annex-V).
5. **Delivery Location / Positioning & Repositioning**
   The Lessor shall make the aircraft available to PIA at Karachi on or around the start of August, October 2016 and March 2017 and /or as mutually agreed by Lessor and PIA. PIA shall pay only once the cost of positioning and repositioning of the aircraft to/from Karachi as per schedule of prices (Annex-V).
6. **Out of Service Days**
   In case the aircraft is grounded or is out of service for technical reason excluding scheduled maintenance during the Lease Term, minimum guaranteed hours shall be reduced on pro-rata basis, subject to a reasonable grace period as mutually agreed between PIA and Lessor.
7. **Schedule of operation**
   PIA shall provide the operating schedule to Lessor at a later stage. During the operation, the schedule may be changed with 24 hours' notice to the Lessor.
   PIA represents and warrants that PIA shall not station or fly including overflying or operate this aircraft to Peshawar and Quetta Pakistan.
8. **Delivery Location**
   The Lessor shall make the aircraft available to PIA at Karachi.
9. **Delivery Condition**
   Lessor shall deliver the aircraft in"as is basis" subject to the aircraft complying with the Technical Information.

10. **Maintenance of Aircraft**

Maintenance of the aircraft shall be the responsibility of the Lessor. However, PIA can provide its services in carrying out the maintenance subject to signing of a separate agreement between PIA and the Lessor.

11. **Aircraft Registration**

Throughout the Lease Period the Aircraft will be registered with the Lessor.

12. **IOSA Requirement**

Operator should be IOSA certified. Non-IOSA certified operators will have to successfully undergo an operational safety audit for organization pre-qualification by PIA inspectors. The scope of this audit shall be limited to applicable IOSA operational safety standards only.

13. **Responsibilities of Lessor/Lessee**

The bid should be based on the following considerations, which shall also be incorporated in the Lease Agreement.

i) **PIA's Obligations:**

To support the performance of this Agreement, PIA shall provide and/or pay for the following services during its Operations:

a) Fuel
b) Landing and parking
c) In-flight catering and crew meals.
d) Interior cleaning and toilet servicing.
e) Ground handling
f) NOTAMS, Weather Briefing and assistance for filing of Flight Plan
g) Navigation and noise charges excluding any penalty due to violation thereof.
h) Over-flying and landing right costs.
i) All other associated passenger costs and airport expenses including but not limited to catering, handling, parking, Airport tax, apron bus, check-in counter and similar costs.
j) Passenger, baggage, cargo and mail insurance for the Operations.
k) Obtain from the competent authorities all required authorizations including but not limited to, Flight clearance, traffic rights and flight approvals government or civil aviation authorities licenses.
l) All costs and expenses related to maintenance crew positioning at the Base and at all stations will be borne by PIA.
m) All Lessor Maintenance Personnel costs and allowances including but not limited to HOTAC and Per Diem costs will be paid and borne by PIA.
n) In case the Lessee requires the positioning of Lessor's personnel outside Main Base for performance of operation, international and/or domestic Air transportation will be provided by the PIA on its flights.
o) In case Lessor's personnel's positioning is required outside Base due to operational requirements or due to any reason (not attributable to Lessor)

PIA shall arrange and pay for Lessor's personnel hotel accommodation and transportation.

PIA shall arrange and pay for costs and allowances including but not limited to HOTAC and Per Diem for Lessor Crew in addition to the ACMI rate as stated in Annex V.

p) If PIA requires the female Cabin Crew of the Lessor to wear the PIA's prescribed uniform, the PIA will provide the uniform free of cost.

q) PIA shall provide ramp transport for Lessor's maintenance personnel similar to PIA's own staff. PIA to provide office space with the necessary amenities and rest facilities for Lessor Personnel.

r) The PIA shall provide necessary assistance in Pakistan for bringing and/or importing any spare parts temporarily in Lessor's stock in order to meet any emergency requirement and/or maintenance of the aircraft. PIA shall provide the necessary storage space free of charge to stock the spare parts and be responsible for all taxes / duties required for clearance.

s) PIA shall provide aircraft security on the ramp similar to PIA aircraft at PIA's bases in Pakistan during its operation.

t) The Lessee will provide all aircraft logs to Lessor, as when requested by Lessor.

u) The draft Agreement will be provided by Lessee to the successful bidder.

v) PIA will provide all assistance in relation to Lessor obtaining all applicable licenses.

ii) **Lessor's Obligations:**

During the period of this Agreement, Lessor shall provide following at its own costs.

a) Aircraft

b) Sufficient Sets of Crew for PIA's operations. Each set should consist of Captain, First Officer and Cabin Crew (as per the requirements of Aviation Authorities) together with sufficient Ground Engineers / personnel to cover requirement of operation smoothly and efficiently. However, Lessee may like to utilize its Cockpit Crew for the Operation after necessary training and endorsement / approval of licenses.

c) All fees pertaining to visas, work permit and/or PCAA licenses pertaining to Lessor's personnel.

d) All maintenance on the aircraft including consumables like oil, lubricants etc.

e) Galley equipment to meet operational requirements.

f) The aircraft shall be maintained in serviceable and airworthy condition according to Lessor's Civil Aviation Regulations.

g) Hull and third party liability insurance.

h) Sufficient quantity of spares for sustainable lease operation

i) Lessee will be responsible for all taxes applicable arising from or relating to the payments to be made to the Lessor under the aircraft lease agreement saves for any such liability attributable to the default or negligence of the Lessor.

Lessor shall be responsible for all taxes, levies, duties and imposts imposed on its income from this agreement.

j) Provide and pay for the following:

(i) Difference course for Lessee personnel subject to agreement of PIA and Lessor.

(ii) Responsible for providing advise /guidelines (as and when requested) in order for PIA to prepare Flight Plan, Load Sheet and for advice on dispatch performance limitation applicable in case of dispatch / operation under MEL / CDL and or special operations.

(iii) All certificates required for the continued Airworthiness of the aircraft shall be obtained by the Lessor.

(iv) The Lessor will arrange endorsement of Lessee's cabin crew licenses by the state of registration of aircraft if required.

Section D –Evaluation of Bids

Following criteria will be followed for technical evaluation of the offered aircraft.

A. Technical Evaluation Criteria

1. Aircraft Vintage (Weightage 20%)

Year of Manufacture	<2005	2005	2006-09	2010-12	2013-16
Points	0	2	5	8	10

2. Delivery Schedule (Weightage 15%)

Delivery Month	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16
Points	10	7	4	1	0

3. Number of Seats (Weightage 10%)

Number of Seats	<230	231-250	251-270	271-290	291-310	310>
Points	0	2	4	6	8	10

4. Galley Capacity: (Weightage 10%)

No of Meals	<1.5	1.5	2	>2.5
Points	1	5	8	10

5. Major Checks Due: (Weightage 10%)

Major Check due within Lease Period	Yes	No
Points	5	10

6. Backup Aircraft: (Weightage 10%)

Availability of Backup Aircraft	No	Yes
Points	5	10

7. IOSA Certification: (Weightage 10%)

IOSA Certified	No	Yes
Points	5	10

8. Sister-ships Offered:(Weightage 10%)

Number of sister-ships	<2	2 or more
Points	3	10

9. Operator's Previous Experience: (Weightage 5%)

Wet Lease Operation Experience	No	Yes
Points	5	10

Aircraft obtaining a "zero" under any category shall not be considered further.

Marks will be calculated as per following formula:

A = Obtained Points x 10

B. Financial Evaluation Criteria

The comparative financial evaluation will be based on cost per seat over the Lease term and will be carried out separately for each Lease Period.

COST, for the purpose of evaluating this bid, will be based on Fuel, Aircraft related costs, ACMI cost, Positioning/Re-positioning cost and any other cost related to the Lease Agreement.

Marks will be calculated as per following formula:

B = Cost(a) /Cost(b) X 100

Cost(a) =Minimum per seat cost among offered aircraft
Cost(b) =Per seat cost of offered aircraft

C. Methodology for Assessing Lowest Evaluated Bid

Following methodology will be used for assessing the Lowest Evaluated Bid.

$$X = [(A \times TEW)] + [(B \times FEW)]$$

Where,

X	=	Net Outcome
A	=	Marks obtained in Technical Criteria
B	=	Marks obtained in Financial Criteria
TEW	=	Technical Evaluation Weightage = 40%
FEW	=	Financial Evaluation Weightage = 60%

The offer with highest net outcome will be considered as the Lowest Bidder.

Annex I

Bidder Profile

Name of the Company: SriLankan Airlines Limited

Head Office Address: Airline Centre , Bandaranaike International Airport , Katunayake

Local Office Address (If any) (Address in Pakistan): N/A.

Contact / Focal Person:

Name	:	Suren Ratwatte
Designation	:	Chief Executive Officer
Telephone	:	+94 19733 2002 / +94 710 424 242
Fax	:	+94 19733 5102
Email	:	suren.ratwatte@srilankan.com

Type of the Company: 3. Limited
1. Public 2. Private 3. Other

Company Ownership Proof (Detail of major shareholders of company): Please refer Attachment 1 Company Ownership.

Type and Size of Fleet (List of aircraft with ownership rights should be attached: Please refer Attachment 2 -Fleet Details. Ownership Rights-None; all aircraft on operational lease basis.

List of Customer Airlines (List of current / previous aircraft should be attached herewith): Not Applicable

Financial Health [Include Summary performance of last three years] –Pls refer Attachment 3, page 71 of latest Annual Report 14/15 for Summary Performance.

Please further refer Attachments 4 & 5 - Annual Reports of 13/14 and 12/13 respectively.

Signature:.....

Title: Chief Executive Officer

Print Name: Suren Ratwatte

Company Stamp: SRILANKAN AIRLINES LIMITED PB-67

Date: 20 June 2016

Annex - II

Technical Information

1. **Current Aircraft Specifications; Hours and Cycles as of 20_April 2016**

Bidders would be required to provide all the latest version of technical information including standard technical specifications, options available and the related documentation / drawings/LOPA thereof.

Bidders shall provide the following aircraft technical details separately for each aircraft including the backup aircraft (if any).

Format of Technical Data

Aircraft Identification	
Manufacturer:	Airbus S.A.S
Type and Model:	A330-300
Serial Number:	1564/1583/1604
Date of Manufacture:	MSN 1564 - 29-Oct-2014 MSN 1583 - 18-Dec-2014 MSN 1604 - 25-Mar-2015
Current Registration:	MSN 1564 - 4R-ALL MSN 1583 - 4R-ALM MSN 1604 - 4R-ALN
Current Operator:	SriLankan Airlines Limited
Current Owner:	MSN1564 - ALC A33 1564 LLC MSN1583 -HKAC Leasing MSN 1583 MSN 1604- -Havalina Finance Limited

Airframe Status	
Total Airframe Hours:	MSN1564 -7246.63 (as at 20-APR-2016) MSN1583 -6587.18 (as at 20-APR-2016) MSN 1604-5287.12 (as at 20-APR-2016)
Total Cycles (Landings):	MSN1564 -1369 (as at 20-APR-2016) MSN1583 -1170 (as at 20-APR-2016) MSN 1604-893 (as at 20-APR-2016)
Validity of CoA:	MSN1564 -28-Oct-2016 MSN1583 -17-Dec-2016 MSN 1604- 24-Mar-2017

	Check 'C' Check D
Last Major Overhaul Accomplished on :	Refer Table Below
Next Major Overhaul Due On :	Refer Table Below

Principal Operating Weights	
Maximum Taxi Weight:	235,900 kg/215,900 kg
Maximum Take-Off Weight:	235,000 kg/215,000 kg
Maximum Landing Weight:	187,000 kg/187,000 kg
Maximum Zero Fuel Weight:	173,000 kg / 173,000 kg
Operating Empty Weight(Basic)::	132,092 kg(123,400 kg)

Fuel Data		
Fuel Capacity Total:	97,530 Litre	
Average Fuel Burn * (4 Hr Stage Length):	Block Fuel -9700 USG	
Average Fuel Burn * (8 Hr Stage Length	Block Fuel 18,800 USG	

* With standard reserves and 200 NM alternative and maneuver time of _____ mins

Note: Alternate distance – 4 Hr flight - 144 NM / 8 Hr flight – 121 NM
Reserve Fuel – 30 min
Contingency policy – 3% + ERA

Interior Configuration				
Current Passenger Seating:	No. of seats	Seat Vendor	Seat Model/make	Seat
BUSIESS CLASS	28	Zodiac Seats	Zodiac-Cyrus	47 Inch
ECONOMY CLASS	269	Zodiac Seats	Zodiac 5751	31-32
Toilets:	Total _08_ (_02_ Fwd, _06_ Aft)			
Galleys *	Total _07_ (_02_ Fwd, _05_ Aft)			
Coat Closet	05			
Cabin Attendant Seats	13			

**Aircraft LOPA and details of Galley Inserts to be attached with this document.*

Definition Document	Reference
Attachment 6-LOPA (MSN1564/MSN1583/1604)	330-25.43936_L_1_pc
Attachment 7-Galley Catering Equipment Definition	ALK - A330 - Galley catering equipment I_G25LS1302086_Rev.G
Attachment 8-Bucher Galley Layouts	ALK03_A330_Layouts_Post_FAI_2014-05-05

Installed Engines		
Engine Type and Model:	RR TRENT7728-60	
Position	No 1	No. 2
Serial Number	MSN 1564 - 42465 MSN1583 - 42503 MSN1604 - 42534	MSN 1564 - 42464 MSN1583 - 42505 MSN1604 - 42535
Time to Overhaul/Shop Visit	MSN1564 -21052 MSN1583 -22088 MSN 1604-23460	MSN1564 -21052 MSN1583 -24459 MSN 1604- 23460

Miscellaneous	
Miscellaneous Items (Avionics/Aerospace	
	Status
RVSM Approval	Yes
RNP1 /5 Approval	Pls refer below
ETOPS Approval	Yes (120 Mins.)*
PBN Approvals	Yes (RNAV 10, RNAV 5, RNP 4, RNAV 1, RNAV 2 & RNP APCH
Reinforced Cockpit Door	Yes
Low Visibility Approval	Yes (CAT III B)*
TCAS Change 7.1 Compliance	Yes
ADS-B Out (DO-260A) Compliance	Yes
FANS A+	Yes
Cockpit Door Surveillance System	Yes
Inflight Entertainment	Yes (Thales AVANT AVOD)
In Seat PED Power	Yes
Connectivity	Yes (Onboard Mobile Telephony GSM + Onboard WiFi Internet)
Emergency Locator Transmitters (ELT)	Yes (One Fixed type +Two Survival Type)

Note:

* Aircraft is qualified for 180 Mins. ETOPS by Manufacturer
** Aircraft is qualified for Cat III C, by Manufacturer

C Check Dates

DATA AS AT JUN 2016									
MSN	D.O.M	LAST 1 C CHECK END DATE	NEXT DUE DATE	LAST 2C CHECK END DATE	NEXT DUE DATE	LAST 4C/6Y CHECK END DATE	NEXT DUE DATE	LAST 8C/12Y CHECK END DATE	NEXT DUE DATE
1564	29-Oct-14	D.O.M	28-Oct-2016	D.O.M	30-Apr-2018	D.O.M	28-Oct-2020	D.O.M	29-Oct-2026
1583	18-Dec-14	D.O.M	17-Dec-2016	D.O.M	19-Jun-2018	D.O.M	17-Dec-2020	D.O.M	18-Dec-2026
1604	25-Mar-15	D.O.M	24-Mar-2017	D.O.M	24-Sep-2018	D.O.M	24-Mar-2021	D.O.M	25-Mar-2027

Annex - III

Form of Bid

Date: 20th June 2016
Ref: DCP /Wet Lease/ Wide Body May 2016
To: Director Corporate Planning, Pakistan International Airlines

Dear Sir,

1. Having examined the Tender Documents including Instructions to Bidders, General Condition, Special Conditions and related Annexures, for the execution of the above-named lease, we, the undersigned, being a company doing business under the name Sri Lankan Airlines Limited Airline Centre, Bandaranaike International Airport, Katunayake and being duly incorporated under the laws of _Sri Lanka hereby offer three aircraft bearing MSN 1564*/1583**/1604 *** to execute and complete such lease and remedy any defects therein in conformity with the said Documents including Addenda thereto.

   *Subject to the approval from the Head Lessor, ALC A333 1564 LLC (Air Lease Corporation)
   ** Subject to the approval from the Head Lessor, HKAC Leasing MSN 1583 (Ireland) Limited) [Avalon]
   *** Subject to the approval from the Head Lessor, MSN 1604- HKAC Leasing A330 2015 (Ireland) Limited [Avalon].

2. We understand that all the Annexures attached hereto form part of this Bid.

3. We undertake, if our Bid is accepted, to commence the lease and to deliver the aircraft comprised in the Contract within the time(s) stated in Contract Data.

4. We agree to abide by this Bid for the period of 60 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us subject to the permission of the applicable Head Lessors of the aircraft, namely, ALC A333 1564 LLC [MSN 1564], HKAC Leasing MSN 1583 (Ireland) Limited [MSN 1583] and MSN 1604 - HKAC Leasing A330 2015 (Ireland) Limited [MSN 1604].

6. We understand that you are not bound to accept the lowest or any bid you may receive.

7. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons.

Dated this 20th day of June 2016
Duly authorized by and on behalf of SriLankan Airlines Limited

Signature: _____
Name: Suren Ratwatte
Designation: Chief Executive Officer
Official Seal:

Annex - IV

Integrity Pact

SriLankan Airlines Limited hereby declares its intention not to obtain or induce the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing, SriLankan Airlines Limited represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, Representative, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

SriLankan Airlines Limited certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

SriLankan Airlines Limited accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, SriLankan Airlines Limited agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by SriLankan Airlines Limited as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

Signature of the Lessor

SriLankan Airlines Limited
Name: Suren Ratwatte, Chief Executive Officer
Airline Centre, Bandaranaike International Airport , Katunayake, Sri Lanka

(Official Seal)

Annex - V

Financial Proposal

1. General

The Financial Proposal shall be read in conjunction with the conditions of tender together with the Technical Proposal.

2. Currency of Prices

US Dollars (USD).

3. Rates and Prices

a. The financial proposal shall be provided in the form of Lease Rental and Positioning and Repositioning charges given below.

b. Prices shall be filled in indelible ink, and any alterations necessary due to errors, etc., shall be initialed by the bidder.

c. Except as otherwise expressly provided, the rates and amounts entered in the Schedules of Prices shall be the rates at which the Lessor shall be paid.

d. Unless otherwise stipulated, the rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.

e. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedules of Prices, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items and no separate payment will be made for those items.

f. The rates, prices and amounts shall be entered against each item in the Schedules of Prices. Any item against which no rate or price is entered by the bidder will not be paid for by the PIA when executed and shall be deemed covered by the rates and prices for other items in the Schedules of Prices.

g. The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price.

h. The details, accessories, etc. required for satisfactory operation of the aircraft during the Lease as determined by Lessor, which are not specifically mentioned herein, shall be considered as included in the Schedule of Prices.

4. Lease Period and Lease Rental

Bidders would be required to provide separately for each aircraft ACMI rental rates in US Dollars based on 350 Block Hours per month and separately for additional block hours.

(MSN1564/1583/1604 per aircraft)

Item	ACMI Rate*	Unit	Rate
1.	Guaranteed Hours	US$/Block Hr	USD (in figures) 8,600 USD (in words) –Eight Thousand Six Hundred
2.	Excess Hours	US$/Block Hr	USD (in figures) 7,950 USD (in words) –Seven thousand nine hundred and fifty

In addition to the ACMI rate mentioned in the above table, PIA shall also pay to Lessor all other costs, expenses and allowances as set forth in Clause 13 of Special Conditions of Contract.

5. Fuel Consumption

Bidders would be required to provide Fuel consumption with full payload based on 4 hour and 8 hour stage length flights. The fuel consumption data should be provided by filling in the below form.

Form of Fuel Consumption per aircraft (MSN1564/1583/1604)

Item No.	Description	Unit	Quantity
(Fuel consumption with full payload on 4 hour stage length flight)			
1.	Fuel Consumption per hour	US Gallon	1,895
(Fuel consumption with full payload on 8 hour stage length flight)			
2.	Fuel Consumption per hour	US Gallon	2,000_

6. Positioning and Repositioning Charges

The Bidder shall make the aircraft available to PIA at Karachi and will also take the delivery from Karachi. The bidder shall be required to provide the fixed cost of positioning of aircraft at Karachi and repositioning of aircraft from Karachi. The positioning and repositioning charges should be provided as below:

Form of Positioning and Repositioning Charges per aircraft (MSN 1564/1583/1604__)

Item No.	Description	Unit	Rate
1.	Positioning Cost	US $	36,,000
2.	Re-positioning Cost	US $	26,000

7. **Other Conditions**

In case bidder would like to add any other conditions the same should be provided below:

Item No.	Description	Details

Board ENG/

ENG/2016/08/73

BOARD PAPER

EXECUTION OF WET LEASE AGREEMENT OF THE A330 -300, Registration No. 4RALN AIRCRAFT TO PAKISTAN INTERNATIONAL AIRLINES (PIA)

Purpose
Board approval is sought to deliver the A330-300 Aircraft to PIA on Wet Lease.

Background
At the Board Meeting held on 25th May 2016, the Board was informed that PIA had floated a tender for wide body aircraft and SriLankan Airlines had applied for both A350s and A330s Aircraft. It was also reported that PIA had rejected the A350s. Sri Lankan Airlines offer was accepted by PIA for the wet lease and dry lease. Results of the Tender can be found in the PIA website. On 28th July 2016 a MOU was entered into with PIA which stated that PIA and SriLankan Airlines would enter into an into a dry lease agreement for three A330-300 aircraft upto the age of 6 years of the aircraft.

Current Status
The first aircraft on Wet Lease is to be handed on 6th August 2016 and a Wet Lease Agreement to be executed for a period of three months. Necessary approvals have now been received from the Civil Aviation Authority of Sri Lanka and the Ministry of Public Enterprise Development. SriLankan Airlines had also conducted an Independent Security Assessment for the cities of Lahore and Islamabad to evaluate the security concerns of staff and this assessment has cleared these cities.

During the Wet Lease Period PIA will be paying USD 8100 for a minimum block hour utilization of 300 hours per month and any hours over 300 in that month, a block hour rate of USD 7600/- would be charged. SriLankan Airlines is required to position the Aircraft on 6th August 2016 to PIA in order for the aircraft to be painted in PIA livery. PIA intends to operate the wet lease operation around the 10th August 2016. USD 36,000/- will be received by the Company as cost of positioning the flight. PIA will pay the first rental of USD 2.4 MN for the guaranteed block hours and the positioning cost of USD 36,000/- in advance for the positioning of the aircraft on 6th August 2016.

Recommendation
In order to fulfil the delivery of the A330-300 on 6th August 2016, the Wet Lease Agreement is to be signed. Board approval is sought to enter into the Wet Lease Agreement with PIA for three months at the agreed block rate of USD 8100/- for 300 hour per month.

An update to this Board Paper will be submitted with all commercial and operational details at the Board Meeting scheduled 25th August 2016.

Capt. S. Ratwatte
Chief Executive Officer

Dinnaga Padmaperuma
Chief Technical Officer

M. A. Ranasinghe
Head of Group Legal Affairs

4th August 2016

CERTIFIED COPY
COMPANY SECRETARY
SRILANKAN AIRLINES LIMITED
DATE: 21/7/2017

Srilankan

MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF SRILANKAN AIRLINES LTD HELD ON 25th JUNE 2013 AT 3.00 P.M. IN THE BOARD ROOM OF SRILANKAN AIRLINES LIMITED

Present:

Mr Nihal Jayamanne PC	-	Chairman Pro-tem
Mr Kapila Chandrasena	-	Director/CEO
Mr Shameendra Rajapaksa	-	Director
Mr Sanath Ukwatte	-	Director
Mr Susantha Ratnayake	-	Director
Mrs. Mildred Peries	-	Company Secretary

By Invitation:

Mrs Manique Gunasekera	-	Chief Strategy Officer
Mr Yasantha Dissanayake	-	Head of Finance
Senior Management Team		

Excused:

Mr Nishantha Wickremasinghe	-	Chairman
Mr Manilal Fernando	-	Director
Mrs. Lakshmi Sangakkara	-	Director

DMES 30

QUOTE"

13/09/11.1 **Wide Body Fleet Replacement – Purchase Agreement with Airbus for A 350-900 Aircraft**

Board paper ref FIN/2013/06/63 titled 'Wide Body Fleet Replacement- Purchase Agreement with Airbus for A 350-900 Aircraft' and dated 24 June 2013 from the Chief Operations Officer, Head of Engineering and Head of Finance was discussed.

The Board resolved that,

a) the Company enters into a Purchase agreement with Airbus Industries to procure four A 350-900 Airbus aircraft for delivery commencing in the year 2020

b) Messrs. Nishantha Wickremasinghe- Chairman, Nihal Jayamanne PC- Director, Kapila Chandrasena- Director/ Chief Executive Officer, Shameendra Rajapakse- Director, Manilal Fernando- Director, Susantha Ratnayake- Director, Lakshmi Sangakkara- Director, Captain Druvi Perera– Chief Operations Officer, Yasantha Dissanayake- Head of Finance, Priyantha Rose- Head of Engineering, Mayuka Ranasinghe- Manager Group Legal Affairs, be authorized and approved for an on behalf of the Company jointly and or each of them to negotiate and agree the final terms of the Purchase Agreement and execute the final documents and any ancillary documents which they may consider necessary or desirable in connection with the said transaction.

SLA 13

F1 TABLED
Company Secretary
Date 25/06/2013

BOARD PAPER

FIN/2013/06/63

284

WIDE-BODY FLEET REPLACEMENT – PURCHASE AGREEMENT WITH AIRBUS FOR A350 AIRCRAFT

Purpose

Seek approval of the Board to enter into the Purchase Agreement (PA) with Airbus for the procurement of four A350-900 aircraft.

Background

Reference is made to the Circular Resolution CR/13/2013 dated 14th June 2013 titled 'Wide –Body Fleet Replacement-Purchase Agreement with Airbus.' It was resolved that we enter into the Purchase Agreement with Airbus Industries to procure six A 330-300 aircraft for delivery between October 2014 and December 2015 since Airbus has to immediately commence manufacturing the aircraft in order to meet delivery dates next year. This was pursuant to the MOU execution on the 17th of May 2013 for the purchase of six A330-300 aircraft and four A350-900 aircraft from Airbus, for which we have made a payment of USD 2.5M as commitment fees.

Current Status

The Purchase Agreement for the A330-300 aircraft was signed on the 19th of June 2013. The next step in the process is the execution of the A350-900 aircraft Purchase Agreement before the end of June 2013. SLA requested Airbus to align the A350 agreement with A330 discussions where possible / relevant in order to expedite the negotiation process. As mentioned in the previous Circular Resolution, we have retained the professional services of Seabury Consultants and Clyde & Co., to advise us on operational, commercial, technical and legal aspects of the PA.

The salient features of the A350 PA are as follows:

1) The scheduled delivery for the A350-900 aircraft :

1st, 2nd and 3rd aircraft	- Second, third and fourth quarter of 2020
4th aircraft	- First quarter of 2021

	USD M
2) Aircraft base price	269.07
Estimated BFE & SCN *	15.35
Total Credits	(146.81)
Net Fly-away price in 2012 USD	137.96

- BFE - Equipment such as seats and IFE which are selected and ordered by us through Airbus Contracted Suppliers.
- SCN - changes required to the Airbus Standard Specification to meet Sri Lankan operational and regulatory requirements.

3) Pre-Delivery Payments (PDPs): 17% of the list price payable between 84 to 9 months from the delivery dates. It should be mentioned that we have negotiated a revised payment schedule in aggregate for both A330 and A350 aircraft through a Letter agreement upon execution of the A330-300 Purchase Agreement until 1st January 2014 due to the delay in the infusion of funds from the Treasury Bonds.

4) Price Escalation: As per the standard Airbus formula with certain safeguards if the annual escalation exceeds 3% up to 2015 and 3.5% thereafter until delivery.

5) Credits provided through Letter Agreements to the PA:
   a) Credit memos for goods and services amounting USD 100,000 per aircraft
   b) All other credit memos except for the USD 100,000 mentioned above may be applied either towards the final price of the aircraft, or the purchase of goods and services, consulting etc. Such credits totalling 56.51M have been applied towards the aircraft final price and are included within 'total credits' totalling 146.81M, to arrive at the net flyaway price mentioned above.

6) Side letter agreements on Delivery date flexibility, Customer services and Performance guarantees.

7) Entitlement to claim liquidated damages from Airbus in the event the delivery of an aircraft delayed due to a fault of Airbus.

8) The Chief Operations Officer- Customer of Airbus has offered a further credit memo of USD 1.0 million per aircraft in the event we sign the Purchase Contract prior to 30 June 2013. The above mentioned price does not include this and it is our intention to sign the contract prior to 30 June 2013 and avail this credit.

Recommendation

The Board resolves that

1) We enter into the Purchase Agreement with the Airbus Industries to procure four A350-900 aircraft for delivery commencing in the year 2020.

2) Messrs. Nishantha Wickremasinghe- Chairman, Nihal Jayamanne PC- Director, Kapila Chandrasena- Director/ Chief Executive Officer, Shameendra Rajapakse- Director, Manilal Fernando- Director, Susantha Ratnayake- Director, Lakshmi Sangakkara- Director, Captain Druvi Perera– Chief Operations Officer, Yasantha Dissanayake- Head of Finance, Priyantha Rose- Head of Engineering, Mayuka Ranasinghe- Manager Group Legal Affairs, be authorized and approved for an on behalf of the Company jointly and or each of them to negotiate and agree the final terms of the Purchase Agreement and execute the final documents and any ancillary documents which they may consider necessary or desirable in connection with the said transaction.

STATEMENT OF PROFIT OR LOSS

Year ended 31st March	Note	Group 2017 LKR Mn	Group 2016 LKR Mn	Company 2017 LKR Mn	Company 2016 LKR Mn
Revenue	20	138,563.23	132,198.31	135,463.59	129,480.41
Expenditure					
Aircraft Fuel Cost		(33,129.60)	(33,198.90)	(33,129.60)	(33,198.90)
Employee Cost		(20,015.81)	(17,845.94)	(18,797.04)	(16,748.43)
Airport, Enroute and Passenger Expenses		(21,302.32)	(20,541.28)	(23,788.17)	(22,642.21)
Rentals on Leased Aircraft		(22,789.22)	(20,129.91)	(22,789.22)	(20,129.91)
Aircraft Maintenance and Overhaul Costs		(17,644.09)	(14,515.22)	(17,644.09)	(14,515.22)
Depreciation/Amortisation		(2,326.30)	(2,989.44)	(2,041.63)	(2,683.91)
Selling, Marketing and Advertising Expenses		(12,709.68)	(11,431.23)	(12,657.28)	(11,431.23)
Crew Expenses		(5,435.73)	(5,483.69)	(5,435.73)	(5,483.69)
Other Operating Expenses		(10,700.30)	(10,092.65)	(10,450.45)	(10,477.94)
Operating Loss	22	(7,489.82)	(4,029.95)	(11,269.62)	(7,831.03)
Other Income and Gains	21	501.52	481.12	3,565.27	3,622.24
Finance Income	23.1	89.95	75.76	60.09	65.90
Finance Cost	23.2	(7,053.10)	(6,051.93)	(6,922.92)	(5,917.25)
Compensation for Cancellation of Aircraft Lease Agreement	18.1	(14,362.81)	(2,561.55)	(14,362.81)	(2,561.55)
Loss Before Taxation		(28,314.26)	(12,086.55)	(28,929.99)	(12,621.69)
Income Tax Expense	24	(25.25)	2.93	–	–
Loss for the Year		(28,339.51)	(12,083.62)	(28,929.99)	(12,621.69)

The Accounting Policies and Notes on pages 63 through 102 form an integral part of these Financial Statements.

Total compensation = 16,924.36
(2016 & 2017)

Sensitivity of Assumptions Employed in Actuarial Valuation

The following table demonstrates the sensitivity to a reasonably possible change in the key assumptions employed with all other variables held constant in the employee benefit liability measurement.

The sensitivity of the Statement of Comprehensive Income and Statement of Financial Position is the effect of the assumed changes in discount rate and salary increment rate on the profit or loss and employment benefit obligation for the year.

Increase/(Decrease) in Discount Rate	Increase/(Decrease) in Salary Escalation Rate	Effect on Retirement Benefit Obligation			
		2017		2016	
		Company LKR Mn	Subsidiary LKR Mn	Company LKR Mn	Subsidiary LKR Mn
1%	-	(326.64)	(29.27)	(355.57)	(29.27)
-1%	-	370.49	32.77	382.69	32.77
-	1%	375.17	34.09	384.52	34.09
-	-1%	(334.80)	(31.01)	(341.95)	(31.01)

17. SALES IN ADVANCE OF CARRIAGE

Sales in advance of carriage represents the value of unutilised tickets upto 12 months.

18. TRADE AND OTHER PAYABLES

	Group		Company	
	2017 LKR Mn	2016 LKR Mn	2017 LKR Mn	2016 LKR Mn
Trade and Other Payables	28,258.39	28,099.30	34,046.79	33,299.05
Provision for Future Aircraft Maintenance and Overhaul Cost (Note 16.1) (b)	4,823.67	7,106.43	4,823.67	7,106.43
Compensation for Cancellation of Lease Agreements (Note 18.1)	6,054.83	2,489.47	6,054.83	2,489.47
	39,136.89	37,695.20	44,925.29	42,894.95

18.1 During the year, the Company has entered into a Termination and Amendment Agreement (Agreement) with a Lessor to cancel three A350-900 aircraft, which were scheduled to be delivered during the third quarter of 2016/17 at a cost of USD 98 Mn. (LKR 14,362.81 Mn.). As per the terms of the Agreement, the Company was required to pay a cancellation fee of USD 90.5 Mn. of which USD 39.9 Mn. (LKR 6,054.83 Mn.) was payable as at the Reporting date and this amount has been subsequently settled in full.

During the year 2016, Company cancelled a lease agreement to obtain one A350-900 Aircraft, which was scheduled to be delivered on November 2017. As per the terms of the cancellation agreement, the Company was required to pay a total lease cancellation charge amounting to USD 17.77 Mn. (LKR 2,561.55 Mn.).

Lankan

By Email

Mr Amir Ali
Director Corporate Planning, Training, MRO and
EASA Certification
Pakistan International Airline Corporation Limited
Jinnah International Airport
Karachi
Pakistan.

21 December 2017

Dear Amir,

LETTER OF DEMAND – SETTLEMENT OF OUTSTANDING AMOUNT

We write with reference to the Wet Lease Agreement dated 04 August 2016 (as amended) and Training Agreement dated 21 November 2016, entered into between SriLankan Airlines Limited (SLA) and Pakistan International Airlines Corporation Limited (PIA).

Our records indicate that PIA still has failed to pay a sum of USD 193,139.66 (United States Dollars One Hundred and Ninety Three Thousand One Hundred and Thirty Nine and Cents Sixty Six only) being the cost invoiced for training, associated costs and interest, despite several reminders of SLA. PIA has agreed to pay these costs to SLA under the above mentioned agreements.

We hereby demand this payment of USD 193,139.66 (United States Dollars One Hundred and Ninety Three Thousand One Hundred and Thirty Nine and Cents Sixty Six only) to SLA within 14 days from the date of this letter. Should you fail to settle the payment within the said time period given, we will be compelled to institute action against PIA to recover this amount.

All rights of SLA are reserved.

Yours faithfully
SriLankan Airlines Limited

Mayuka Ranasinghe
Head of Group Legal Affairs

Cc:

Chief Executive Officer, SriLankan Airlines Limited
Chief Financial and Administration Officer, SriLankan Airlines Limited
Chief Technical Officer, SriLankan Airlines Limited

SriLankan Airlines Limited ශ්‍රීලංකන් එයාර්ලයින්ස් සීමිත ශ්‍රීලங்கன் எயார்லைன்ஸ் லிமிட்டெட்
Airline Centre | Bandaranaike International Airport | Katunayake | Sri Lanka | Tel +94(0) 19733 5555 | Fax +94(0) 19733 5122 | Website www.srilankan.com
ගුවන් සේවා මධ්‍යස්ථානය | බණ්ඩාරනායක ජාත්‍යන්තර ගුවන් තොටුපල | කටුනායක | ශ්‍රී ලංකාව | දුර +94 (0) 19733 5555 | ෆැක්ස් +94 (0) 19733 5122 | වෙබ් අඩවිය www.srilankan.com
விமான சேவை நிலையம் | பண்டாரநாயக்க சர்வதேச விமான நிலையம் | கட்டுநாயக்க | இலங்கை | தொலைபேசி +94 (0) 19733 5555 | தொலைநகல் +94 (0) 19733 5122 | இணையத்தளம் www.srilankan.com
Company Reg PB 67 සමාගම් ලියාපදිංචි අංකය PB 67 நிறுவன பதிவிலக்கம் PB 67

VIA CAPITAL PARTNERS

CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT ("Agreement"), is entered into this 3rd day of December, 2010 ("Effective Date"), by and between VIA Capital Partners, LLC, a Delaware limited liability company having its principal place of business at 444 Madison Avenue, Suite 1202, New York, New York USA (the "Consultant") and SriLankan Airlines Limited, a company registered under the laws of Sri Lanka bearing company registration number P B 67, and having its principal place of business at Airline Centre, Bandaranaike International Airport, Katunayake, Sri Lanka (the "Company"). The Consultant and the Company may be referred to hereinafter individually as the "Party" or collectively as the "Parties."

RECITALS

A. The Company is a commercial airline and also operates related businesses through several affiliated strategic business units. The Company has prepared a new Five Year Business Plan (the "Five Year Plan") covering its airline operations and also the activities of such strategic business units and wishes to engage an aviation consultant to review and validate the Five Year Plan;

B. The Company published its Letter of Invitation dated 22 July 2010 (the "SLA RFP"), by which the Company invited aviation consulting firms to submit proposals to perform such review and validation;

C. The Consultant, together with its subcontractors, possess skills, experience, and knowledge related to the organizational, operational and financial aspects of commercial airlines and activities such as those conducted by such strategic business units and collectively are in the business of providing consulting and advisory services to such businesses, and by offer dated 09 August 2010 submitted its proposals in response to the SLA RFP; and

D. The Company having reviewed the Consultants proposals desires to retain the Consultant to review and validate the Five Year Plan and to provide such other services as the Parties may agree from time to time and the Consultant desires to perform such review and validation and to provide such services, as described more fully in this Agreement.

E. The Company and the Consultant have entered into a Non-Disclosure Agreement, dated as of 15 November 2010 (the "NDA").

NOW, THEREFORE, in consideration of the mutual promises, conditions, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Consultant's Services

a. The Consultant will provide the Company with the consultancy services described in Addendum A of this Agreement (the "Services"). To the extent not inconsistent with this Agreement or any Addendum hereto or not expressly superseded by this Agreement or any Addendum hereto, the Services shall also include the services described in that certain Proposal for Consulting Services to Review Draft Business Plan of Srilankan Airlines, Presented by VIA Capital Partners, LLC and dated as of August 9, 2010 (the "Technical Proposal") and that certain Proposal for Consulting Services to Review Draft Business Plan of SriLankan Airlines, Proposed Project Fees and Expenses (subsequently revised as in Clause 2 hereof), Presented by VIA Capital Partners, LLC and dated as of August 9, 2010 (the "Financial Proposal"). The Technical Proposal and the Financial Proposal are attached hereto and incorporated herein by reference and shall form part and parcel of this Agreement.

b. The SLA RFP establishes a requirement that the Consultant make periodic reports to the Company during the performance of the Services. With reference to the tasks enumerated in Addendum A hereto, the Consultant will provide the following:

i). A report to the Company following completion of Task 1 (the "Preliminary Report"),
ii). A report to the Company following completion of Tasks 2 and 3 (the "Interim Report"),
iii). A report to the Company following completion of Tasks 4 and 5 and following receipt of the Company's review and comment on the Interim Report (the "Final Report") and
iv). Such other informal periodic briefings to the Company as are agreed between the Company and the Consultant.

The Preliminary Report, the Interim Report and the Final Report will be prepared in PowerPoint and each will be presented by the Consultant in a meeting with the board of directors and management of the Company. The Preliminary Report and the Interim Report will be interim chapters of the Final Report.

c. Consultant shall perform the Services under this Agreement with the diligence care and skill ordinarily used by international consultants providing services of a similar nature.

d. The Consultant shall ensure that the services of the persons named in Addendum Z or any substitutes with equal competencies, with the prior consent of the Company, shall be utilized for the project, provided however that the utilization of the services of Dr Emre Serpen for the total hours stipulated in Annex Z shall be considered as integral to the due performance

by the Consultant of its obligations under this agreement. The letter contained as Addendum C to this Agreement addresses the commitment for the services of Dr. Emre Serpen to be utilized for such number of hours.

For the avoidance of doubt it is hereby agreed that in the event Dr. Emre Serpen is not available to discharge the services for this assignment, as indicated hereof, the Company may at its discretion terminate this agreement, or re-negotiate the commercial terms.

2. Compensation and Payment

a. The Company agrees to pay the Consultant for the Services a fixed fee of US Dollars (USD) 450,000 (the "Fee"). For the avoidance of doubt, the Parties understand and agree that the Fee is all inclusive of:

i). labor expended by the Consultant's personnel, including without limitation, principals, employees and subcontractors, (the "Consultant's Personnel") to perform the Services,

ii). all travel expenses incurred by Consultant's Personnel in the performance of the Services, including without limitation, air travel (subject to the provisions of Section 2. f. hereof) for the Consultant's Personnel to travel between their respective places of residence and such places in Sri Lanka necessary for the Consultant's Personnel to perform the Services; lodging; subsistence; ground transportation; communications (telephone calls, Internet connections and local mobile phone SIM card/recharges); laundry/dry cleaning; reproduction of reports and similar Project-related items,

iii). procurement by the Consultant of such marketing information data (MIDT) as the Consultant deems necessary to perform the Services, it being understood that the Company will provide to the Consultant all MIDT data possessed by the Company and used by the Company in preparing the Five Year Plan or which relates to years 2005, 2006, 2007, 2008 and 2009

b. The Fee will be payable in instalments as follows:

i) Signature of this Agreement	USD 100,000
ii) Upon delivery of the Preliminary Report	USD 100,000
iii) Upon delivery of the Interim Report	USD 125,000
iv) 15 days following delivery of the Final Report	USD 125,000

The Consultant will submit invoices to the Company with respect to each such instalment, after the relevant work has been completed and the report submitted.

c. All payments by the Company to the Consultant for work performed will be made within fourteen (14) days of receipt of invoice by wire transfer to the following account: Account Name: VIA Capital Partners, LLC; Account Number: 2000030043543; Bank: Wachovia Bank, N.A.; Routing Number: 021200025; Bank address: 95 River Street, Hoboken, New Jersey 07030 USA

d. All payments by the Company to the Consultant will be made free and clear of all taxes, duties, imposts, VAT or charges of any nature impose in Sri Lanka and if any such taxes, duties, imposts, VAT or charges cannot be avoided then such payments by the Company shall be "grossed up" so that after payment of any such taxes, duties, imposts, VAT or charges the net amount received by the Consultant shall be the amount of the Fee as agreed.

e. The Parties understand and agree that the Fee includes the Consultant's estimate of travel expenses for Consultant's Personnel to travel in order to perform the Services, including the cost of Consultant's Personnel to travel by air between their respective places of residence and stations on the SriLankan Airlines system in Europe, Asia and the Middle East. The Company agrees that it will provide to Consultant's Personnel free of charge business class air transportation on its regularly scheduled airline service on a space available basis from such stations in Europe, Asia and the Middle East which it serves to such places in Sri Lanka necessary for Consultant's Personnel to perform the Services. The Consultant has itemized in Addendum B hereto an estimate of the number of trips to Sri Lanka for Consultant's Personnel which the Consultant deems necessary to perform the Services. In the event that the Company requires any of the Consultant's Personnel to travel to Sri Lanka more frequently than such number of trips, the Company and the Consultant shall mutually agree on the provision of additional free of charge business class air tickets on the Company's regularly scheduled airline service on a space available basis from such stations in Europe, Asia and the Middle East which it serves to such places in Sri Lanka The Company shall bear the cost of all travel expenses incurred by Consultant's Personnel in making such additional trips for the Services, including without limitation, air travel (subject to the provision of free air travel by the Company) for the Consultant's Personnel to travel between their respective places of residence and such places in Sri Lanka necessary for the Consultant's Personnel to perform the Services; lodging; subsistence; ground transportation; communications (telephone calls, Internet connections and local mobile phone SIM card/recharges); laundry/dry cleaning; reproduction of reports and similar Project-related items.

f. If the Consultant does not receive any payment when due, the Company may be required to pay 1.5 % per month late charges on the amount past due.

g. The Company will promptly reimburse any legal fees and expenses incurred by the Consultant that may arise from enforcing this Agreement.

h. Termination Period. If this Agreement is terminated, in accordance with Section 8. b. hereof, prior to the completion of Services and the Company has received an invoice from Consultant for work already performed, Consultant will be paid for all unpaid Services performed to the date of termination and for completion of analyses, records and written report as provided in Section 9 c. Should the Company terminate this Agreement, without cause, prior to completion of the full scope of Services contracted for, the Company shall pay the full amount specified in this Clause 2. Should the Company terminate this Agreement, asserting breach by the Consultant, the Company shall pay in accordance with the first sentence of this Clause 2.h.

3. **Independent Contractor**

The Consultant (including the Consultant's subcontractors) will perform the Services as an independent consultant and not as an agent of the Company. The work that is performed by the Consultant under the terms of this Agreement is for the use of the Company and the Government of Sri Lanka (the "GOSL") and not for third parties other than the Company and the GOSL, it being understood and agreed by the Parties that the Company and the GOSL may use the work performed by the Consultant hereunder, without restriction, for any reasonable purpose to the benefit of the Company or the GOSL, including, without limitation raising funds and financing/leasing aircraft.

This Agreement does not prevent or limit in anyway the Consultant (or its subcontractors) to perform services the similar to the Services or otherwise for any other companies. The intellectual capital and deliverables that are provided by the Consultant are exclusively for the use of the Company and the GOSL and may not be used by any other airline. The Company shall obtain the Consultant's prior written consent before using Consultant's work product delivered under this Agreement for any use not permitted by the express terms of this Agreement.

4. **Disputes; Governing Law; Severability**

a. In the event a dispute arises between the Company and the Consultant regarding the application or interpretation of any provision of this Agreement, or quality of Services by Consultant, the aggrieved party shall promptly notify the other party to this Agreement of the dispute, but in no event more than 20 days after such dispute arises. If the parties fail to resolve the dispute within 20 days after receipt of such notice, each party shall, within five days thereafter, proceed to non binding mediation, with each party to bear its own costs and attorneys' fees and the parties shall share equally in the cost of the mediator. In the event the mediation is unsuccessful, the aggrieved party may elect to litigate its dispute with the other party. All disputes shall be governed by the laws of England and the jurisdiction and venue for litigation between the parties shall be solely and exclusively the state and federal courts in England.

b. This Agreement shall be governed by the laws of England.

c. If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, that provision shall be severed and the remainder of this Agreement shall continue in full force and effect.

5. Confidentiality

The Consultant and the Company hereby agree that any information provided by the Company to the Consultant in connection with the Consultant performing Services hereunder will be regarded as information as contemplated by the NDA and the terms of the NDA will apply to such information.

6. Hold Harmless

The Company shall hold harmless the Consultant, and directors, shareholders, employees and subcontractors of the Consultant (collectively the "Indemnified Persons"), from and against any and all claims, actions, suits (including those of the Company and its shareholders, whether direct or derivative) or investigations, any and all damages and liabilities and any and all costs, expenses, whether in giving testimony, furnishing documents in response to a subpoena or otherwise, including without limitation the costs, expenses and disbursements of investigating, preparing or defending any such claim, action, suit or investigation .

In no event will the Consultant be liable for any consequential, punitive, incidental or speculative damages, including lost profits by the Company. The Company agrees not to sue the Consultant and agrees to waive trial by jury in any action or proceeding directly or indirectly in connection with this Agreement

If the Consultant or any of the Consultant's directors, employees or subcontractors may be required by Company to provide evidence in any legal proceeding that is related to this Agreement, the Company will pay all expenses (including attorneys' fees) incurred by the Consultant or such person, including rack hourly rates for the Consultant's employees or subcontractors for the time spent in such legal proceedings, including time spent in preparing for testimony and giving documentary evidence.

The Company agrees that the Consultant's services, work and analysis are dependent upon information furnished by the Company or that is otherwise publicly available, worldwide and local economic conditions, aviation industry and market assumptions. The Consultant would make a reasonable attempt to ensure that such information is accurate and consistent. The Consultant disclaims all warranties of any kind and will have no liability or for the accuracy or completeness of such information.

7. Hiring Prohibited

The Company agrees that during the term of this Agreement and for a period of two years thereafter, the Company will not hire or use as independent consultant or compensate any of the Consultant's employees or other third party consultants and contractors or agents that are employed by the Consultant to deliver the Services that are the subject of this Agreement. The Consultant agrees that during the term of this Agreement and for a period of two years thereafter, the Consultant will not hire or use as independent consultant or compensate any of the Company's employees that become known to the Consultant through delivering the Services that are the subject of this Agreement.

8. Term; Termination and Survival

a. The term of this Agreement shall commence on the signature hereof and shall continue until the Company has duly made all payments set forth in Section 2 hereof.

b. Subject to the requirements of Section 4. a. hereof, the obligation to provide further services under this Agreement may be terminated by either Party upon thirty days written notice in the event of substantial failure by the other Party to perform in accordance with the terms hereof through no fault of the terminating party.

c. The provisions of Sections 2, 3, 4, 5, 6, 7 and 8 hereof shall survive any such termination.

9. Miscellaneous

a. Waiver. The waiver by either the Company or the Consultant of a breach of any provision of this Agreement by the other Party shall be in writing and shall not operate or be construed as a waiver of any other or subsequent breach.

b. Complete Understanding; Modification. This Agreement, together with any Addenda hereto, constitutes the final, exclusive and complete understanding and agreement of the Company and the Consultant with respect to the subject matter hereof. Any waiver, modification or amendment of any provision of this Agreement shall be effective only if in writing and signed by both Parties.

c. Completion of Records. In the event of termination by either Party prior to completion of Services, the Consultant shall complete such analyses and records as are necessary to complete the Consultant's files and present to the Company a written report on the services performed to the date of notice of termination.

d. Addenda. The Addendums A, B, C and Z constitute integral parts of this agreement.

e. Notices. Any notice required or permitted hereunder shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing to the other Party. Such notice shall be deemed given upon personal delivery to the appropriate address; if sent by certified or registered mail, seven days after the date of mailing and if sent by e-mail, upon transmission to the Internet.

If to the Company,

SriLankan Airlines Limited
Attention: Manager Commercial Procurement
Airline Centre
Bandaranaike International Airport
Katunayake
Sri Lanka

E-mail: ddesilva@srilankan.aero

If to the Consultant:

VIA Capital Partners, LLC
Attention: CEO
444 Madison Avenue, Suite 1202
New York, New York 10022
USA

E-mail: mfike@viacapital.net

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first set forth above.

VIA Capital Partners, LLC	SriLankan Airlines Limited
By: _____	By: _____
Title: Chief Executive Officer	Title: _____

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first set forth above.

VIA Capital Partners, LLC

By: _____

Title: Chief Executive Officer

SriLankan Airlines Limited

SRILANKAN AIRLINES LIMITED.

By: _____

Title: ~~Director,~~ ~~Director~~ / Secretary

Nishantha Wickremasinghe
ID No.473392372V

Mildred Peries
ID No.537151714V

ADDENDUM A
TO CONSULTING SERVICES AGREEMENT

The Company and the Consultant acknowledge that the following description of activities and deliverable is general in nature. Significant more detail is included in the Technical Proposal dated 09 Aug 2010 submitted in response to the RFP.

Activities:

TASK 1 STRATEGIC EVALUATION

* Preparation activities (joint team and steering group requirements)
* Collection and review of SLA information
* Execution of the stakeholder meetings (inside of SLA and outside entities)
* Performance Benchmarking (revenue, cost and productivity)
* Market Assessment and SWOT (including contribution analysis)

The output of these activities will be included in Chapter 1 of the Final Report, which will be presented in power point format.

* Projected staffing: Emre Serpen, Martin Copeland, Dan Wang

TASK 2 NETWORK DESIGN AND FLEET PLAN

- Execute five year overbuilt market forecasting and identify market sizes (current and future)
- Compare the results of the market forecast with forecast included in SLA's business plan
- Develop network and hub design to maximise passenger numbers, load factor and route revenues. This will include new destinations, service frequencies, code shares
- Compare results of the network design with SLA's business plan
- Review fleet plan and compare with SLA's business plan

The output of these activities will be included in Chapter 2 of the Final Report which will be presented in power point format.

*Projected staffing: Emre Serpen, James Miller, Mark Haneke, Dan Wang

TASK 3 AIRLINE & SBU COMMERCIAL AND OPERATIONAL ASSESSMENT

- Overview of pricing and yield management at SLA as well as sales, product distribution and marketing efforts with recommendations for improvement.
- Process improvements that can be made to improve productivity and cost effectiveness with a full assessment of the organization structure using industry standards bench marking.

- Diagnostic Maintenance Division productivity and cost saving initiatives that can be pursued as well as review of marketing/sales efforts to obtain more third party business.
- Diagnostic of ground handling business identifying deficiencies based on industry benchmarking and review of marketing/sales efforts.
- Diagnostic of cargo business based on the planned schedule network and review of tariff opportunities.
- Overview of administrative and overhead elements of the organization including staff levels, organization structure and future IT requirements.
- A report on optimal financing.

The output of these activities will be included in Chapter 3 of the Final Report, which will be presented in power point format.
*Projected staffing: Emre Serpen, Martin Copeland, Cameron Burr, Doug Banez, Dana Lockhart, Dan Wang, Ed Scerbo

TASK 4 BUSINESS PLAN

- A business plan that includes a five year forecast of airline revenues from all sources (passenger, cargo and ancillary) based on the planned network of services, operating and overhead costs, fleet plan and capital expenditures with full financial statements and including a human resource plan.

- A business plan that includes a forecast of maintenance needs of the airline fleet and equipment as well as a forecast of third party work that is expected over the five year time frame with revenues, costs, capital expenditures and full financial statements.

- A business plan that includes a five year forecast of ground handling needs of SLA and other airlines that will use the services, including revenues, costs, capital expenditures and financial statements.

- A business plan with five year projections of cargo and catering services similar to the other business plans.

- Group consolidated financial statements.

- A report on how these various business plans relate to the currently drafted business plan with verification and recommended enhancements where appropriate.

- A risk analysis report that assesses the sensitivity of modification to the forecast assumptions including network plan, competition and economic developments.

The output of these activities will be included in Chapter 4 of the Final Report which will be presented in power point format.

*Projected staffing: David Fowkes, Ed Scerbo, Dan Wang, James Miller, Emre Serpen, Maryanne Fike, Dana Lockhart

TASK 5 IMPLEMENTATION PLAN

- Initiatives for execution of implementation activities over the next five years
- Identify constraints including regulation, financial, technological, skills and capabilities
- Develop implementation plan
- Review policy and regulatory matters such as open skies, social obligation flights, pricing, and provide recommendations for improvement
- Provide recommendations that will provide some support for the airline including taxation, levies
- Compare differences that are included in the business plan.

The output of these activities will be included in Chapter 5 of the Final Report which will be presented in power point format.

*Projected staffing: Martin Copeland, Emre Serpen, Maryanne Fike, Dan Wang

* The Consultant may elect to utilize additional staff members for any of the tasks in the project or to not utilize any of the projected staff members.

ADDENDUM B
TO CONSULTING SERVICES AGREEMENT

The Consultant estimates that Consultant's Personnel will make up to 30 round trip air trips to Sri Lanka in the performance of the Services and further estimates that Consultant will require the following number of round trips to be provided by the Company pursuant to Clause 2. e. of this Agreement:

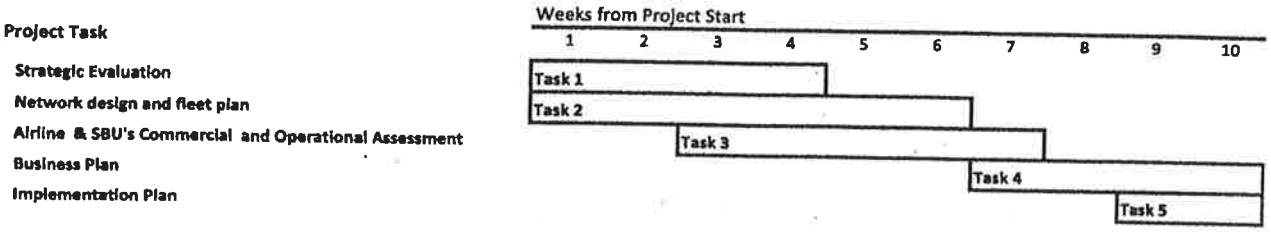
From SriLankan Airlines online stations in Europe: 10 - 20

From SriLankan Airlines online stations in the Middle East: 5 - 15

From SriLankan Airlines online stations in Asia: 5 -10

The Consultant reserves the right to make alterations to the assignment of Consultant's Personnel to the several Tasks to be performed under this Agreement and the corresponding requirements for air travel, subject to Clause 1.d. hereof, and the Parties understand and agree that the numbers of flights and routings described in this Addendum B are estimates and are subject to change with mutual agreement.

ADDENDUM Z
TO CONSULTING SERVICES AGREEMENT



	Task 1 Strategic Evaluation	Task 2 Network and Fleet	Task 3 Airline & SBUs	Task 4 Business Plan	Task 5 Implementation	Total
	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS
Emre Serpen	48	24	100	48	76	296
James Miller	4	8	8	8	40	68
Maryanne Fike / Dana Lockhart	4		4	18	20	46
Edward Scerbo		80		160		240
Martin Copeland / Rick Russell			90		104	194
Martin Copeland	93					93
Dave Fowkes				112		112
Dan Wang	20	200		120		340
Mark Haneke / Nigel Brownlow		120				120
Cameron Burr			104			104
Doug Banez			104			104
Doug Port				104		104
Total	169	432	410	570	240	1,821

A330-300 RFP Evaluation

Description	Macquarie air finance ltd	Aircastle	Revised	Aviation Capital Group	GE Capital Aviation Services	HKFC Hong Kong Aviation Capital	Revised on 19/09/2013	Revised on 09/03
Purchase Price	$ 92 million for 235 to $ 93 million for 242	$110.5	$114.5	$ 95-95.4m for (235) too.	$101 for (235) $102 for (242) $103 (235) $104 (242)	$115-115.25 $115.5 mn		$ 115 $ 125
Lease term	168 months	144 months	$1187.5	192 months	144 months	144 months		
Basic rent	$ 858,000 fixed per month $ 868,000 fixed per month	$ 1050		$ 816,000	$ 914,000 (235) $ 922,000 (242)	$ 1031.5	1024 1025	
Swap rate	3%	2.4%	3 months		1 months 11BOR+ 650 bps			
Security deposit	3 months base	3 months			$ 12 mn	3 months		
Letter of credit								
PDP financing	100%	No		Yes 100%	Yes 100%	Yes 75%		
No of Aircraft		01	01	02	03	03	05	05

Delivery 1-December - 2014		yes		Yes		Yes		
LOI execution		$ 150	$150000	$ 816				$150,000
Lease execution		1 month rent	1 month					1 month
Additional LOC		8.5						
Response received date	30/08/2013	30/08/2013		31/08/2013	24/09/2013 02/09/2013	20/09/2013		
RFP sent date								
Expiry date			31/10/2013			15/10/2013		

Description	MD Aviation	Avolon	Fly leasing	Bank of	Novas	Awaspte	Inception

	Capital pvtltd by DVB Bank	Aerospace Dubai Limited	limited CBBAM	communications leasing	Aviation	limited	
Purchase price	$ 92 mn (235)	$ 118 mn (235)	US$110.4 (242) US$ 115 mn	$ 90.1 (235)	$ 111m (242)	$99.6 (235)	$108 mn (235)
Lease term	144 months	144 months	144 months	144 months	144 months	144 months	144 months
Basic rent	$ 925,000	$ 1070 $ 1,115,000	US$ 1,124,000 $1,040,000	$ 811,000	$1,099,000 $1,098,900	$ 1,025,000	$ 1,107,000
Swap rate							
Security deposit	3 months	4 months	5 months 3 months	6 months	3 months	6 months	3 months
Letter of credit							
PDP financing	yes	No	No	yes		No	yes
No of Aircraft	01	01	01	03	03	01	05
Delivery 1-December - 2014							
LOI execution		$ 150,000	$ 150,000		$ 150,000		
Lease execution		1 month			1 month		
Additional LOC					1 month		
Response received date	02/09/2013	30/09/2013 02/09/2013	01/10/2013 02/09/2013		29/08/2013	26/08/2013	
RFP sent date							
Validity Period			15/10/2013		09/10/2013		

Description	Azraj Capital	Aercap aviation
Purchase price	$ 115 mn (235)	US$ 100 mn
Lease term	144 months	144 months
Basic rent	$ 1,550	$ 870,000
Swap rate		
Security deposit	2 months	3 months
Letter of credit		
PDP financing	yes	No
No of Aircraft	01	03
Delivery 1-December -2014		
LOI execution		
Lease execution		
Additional LOC		
Response received date	03/09/2013	05/09/2013
RFP sent date		

000235

SriLankan

MINUTES OF THE ADJOURNED MEETING OF THE BOARD OF DIRECTORS OF SRILANKAN AIRLINES LTD HELD ON 22nd MAY 2013 AT 4.00 P.M. IN THE BOARD ROOM OF SRILANKAN AIRLINES LIMITED

Present:

Mr Nishantha Wickremasinghe	-	Chairman
Mr Kapila Chandrasena	-	Director/CEO
Mr Nihal Jayamanne PC	-	Director
Mr Shameendra Rajapaksa	-	Director
Mr Manilal Fernando	-	Director
Mr Sanath Ukwatte	-	Director
Mr Susantha Ratnayake	-	Director
Mrs. Mildred Peries	-	Company Secretary

By Invitation:

NIL

Excused:

Mrs. Lakshmi Sangakkara	-	Director

QUOTE

13/07/05 **Revised Business Plan**

The Final Presentation of the draft Business Plan dated 14 May 2013 for the five year period 2013 to 2018 was presented to the Members of the Board. UNQUOTE

000236

BOARD PAPER

CEO/2013/04/52

REVISED BUSINESS PLAN (2013 – 2018)

The five year revised Business Plan (2013 – 2018) is submitted to the Members of the Board for discussion and decision please.

Referenced hereto is also the Draft P & L 2012/13 with broad revision management initiatives which was presented to the Board in 2012 (Annexure 1).

Kapila Chandrasena
CHIEF EXECUTIVE OFFICER

15 May 2013